

## RUBBER PARK INDIA (P) LTD.

TENDER NOTICE RP/C/T/07/24

<u>Refurbishing of 250 KLD Old CETP at Rubber</u> <u>Park, Irapuram.</u>

## ADDRESS:

2 A, "Kautileeyam" Valayanchirangara. P.O Irapuram, Ernakulam, Kerala, Pin -683 556. Phone : (484) 2655538/ 2655548/2657218

E-mail: md@rubberparkindia.org

Web: www.rubberparkindia.org



## 1.0 e-Government Procurement (e-GP) – Notice Inviting Tender

#### (Tender No. : **RP**/**C**/**T**/**07**/**24**)

**1.01.** Managing Director, Rubber Park India (P) Ltd. invites **item rate** online tenders in **two cover (Technical and Price )** system for the work detailed below in the prescribed form, from competent, experienced, technically and financially sound contractors/firms who fulfil the eligibility criteria prescribed in **Clause 1.03**.

RP/C/T/07/24	Tender No.
Refurbishing of 250 KLD Old CETP at Rubber Park, Irapuram.	Name of the work
Rs. 69,87,797/-	Estimated cost put to bid
Rs.50,000/-	EMD
5 Months	Period of completion
1.00 pm on 07.10.2024	Last date of submission of Tender document,
3.00 pm on 08.10.2024	Time & Date of opening of Technical bid
<b>Rs.2950/-</b> (inclusive of GST)	Tender Fee ( Non- refundable )

#### 1.02. General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for the "*Refurbishing of* 250 KLD Old CETP at Rubber Park, Irapuram" The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<u>https://www.etenders.kerala.gov.in</u>). 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 <u>www.etenders.kerala.gov.in</u>.

The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, Rubber Park India (P) Ltd. shall not be responsible for any kind of such issues faced by bidder. Ineligible bidders or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves



from participating in this tender. If such instances are noticed, the same shall be treated as "fake bidding" by the respective bidder and such bidder shall be blacklisted by Rubber Park India (P) Ltd.

#### **1.02.01** 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 <u>www.cca.gov.in</u>. Once, the DSC is obtained, bidders have to register on <u>www.etenders.kerala.gov.in</u> 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.

The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including the Form/ Annexures of this tender. Mentioning of price details at any place other than the designated place, shall disqualify the bid and the bid shall be summarily rejected.

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

#### **1.02.02Online 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 <u>www.etenders.kerala.gov.in</u>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Publishing of Corrigendum**: All corrigenda shall be published on <u>www.etenders.kerala.gov.in</u> and shall not be available elsewhere.
- iii. Bid submission: Bidders have to submit their bids on or before 1:00 pm (IST) on 07.10.2024 along with supporting documents to support their eligibility, as required in this tender document on <u>www.etenders.kerala.gov.in</u>. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances. The Rubber Park India (P) Ltd doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

No alterations shall be made by the bidder in the notice inviting tender, instructions to the bidders, contract form, general conditions of contract, special conditions, drawings, technical specifications and schedule of quantities and if any such alterations are made, the tender is liable to be rejected.

iv. **Opening of Bid and Bidder short-listing**: The bids will be opened evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid. The technical bids will be opened online at the office of the **Rubber Park India (P) Ltd. 2A, Kautileeyam, Valayanchirangara, Ernakulam** 



**683 556 at 3:00 pm (IST); on 08.10.2024.** in the presence of those bidders or their authorised agents who wish to be present. If the tender (technical bid) opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

#### 1.02.03 Documents Comprising Bid:

#### (i). The First Stage (Pre-Qualification / Technical Bid – Cover - 1):

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

- 1) Tender Document.
- 2) Copy of Experience Certificates issued by the Clients.
- 3) Copy of Audited Balance Sheet, P&L Account and IT Returns for FY 20-21, FY 21-22 & FY 22-23.
- 4) Copy of GST registration Certificate
- 5) Copy of PAN Card
- 6) Duly filled Formats for Qualification (form 6 A to 6 E)
- 7) Duly filled Bid Forms (form 1, 2, 3 & 4)
- 8) Any other Document as specified in the tender.

The successful bidder has to produce the original documents for verification, if requested by the tendering authority.

#### (ii). The Second Stage (Price Bid/BOQ- Cover 2):

The Bidder shall complete the Price bid as per format given for download along with this tender. This shall contain only duly filled BOQ – file in MS-Excel format and shall be uploaded using the digital signature of the Bidder in the e-tender portal.

<u>Note</u>: 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.

#### **1.02.04** Payment of Tender Fee and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees of **Rs.2,950**/- (Rupees Two thousand nine hundred and fifty only) and Earnest Money Deposit of **Rs. 50,000**/- (Rupees Fifty thousand only). The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

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



## State Bank of India Multi Option Payment System (SBI MOPS Gateway):

Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e Procurement System.

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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
			Punjab and Maharashtra Cooperative
6	Bank of Baroda	37	Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
	Bassein Catholic Co-operative		
9	Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	CSB 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 Kalyan Janata Sahakari Bank
			TJSB Bank (Erstwhile Thane Janata
19	Deutsche Bank	50	Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		



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	ShamraoVitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

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

- a) <u>SBI Account Holders</u> shall click <u>SBI</u> option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) <u>Other Bank Account Holders</u> may click <u>Other Banks</u> option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

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

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



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

#### 1.02.05 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 Price 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

Further details and clarifications can be had from the office of Rubber Park India (P) Ltd., 2A, Kautileeyam, Rubber Park, Valayanchirangara P.O, Irapuram, Ernakulam, Pin; 683 556, Phone: 0484 – 2655538/48, 2657218.

#### **1.02.06 PRE BID MEETING**

Pre-Bid meeting shall be held at Office of Rubber Park India (P) Ltd., 2,A Kautileeyam, Rubber Park, Valayanchirangara P.O, Irapuram, Ernakulam Dist. on 19.09.2024 at 11.00 am to clear the doubt of intending bidders, if any. For those who are not able to attend pre-bid meeting shall send all their queries, if any, to the mail id <u>md@rubberparkindia.org</u> on or before 18.09.2024 at 10 am. Queries received after the stipulated time shall not be considered. All clarifications for the queries of bidders, if any, will be uploaded in <u>www.etenders.kerala.gov.in</u> as addendum.

#### **1.03 ELIGIBILITY CRITERIA:**

Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily fulfilled the following criteria. Joint ventures and consortiums formed for the purpose of bidding are not eligible to participate in this tender.

- 1. Contractors who fulfill the following requirements shall be eligible to apply.
  - (a) Should have satisfactorily completed the works as mentioned below during the last **Seven years** ending last day of the month previous to the one in



which tenders are invited.

Three similar works each of value Rs. 21 lakhs, or two similar works each of value Rs. 35 lakhs or one similar work of value Rs. 49 lakhs.

# (Similar work shall mean construction and commissioning of Sewage treatment plant /Effluent treatment plant /Common effluent treatment plant alone )

- (b) The average annual turnover of the bidder for the last three financial years (FY 20-21, FY 21-22 & FY 22-23) should be not less than **Rs. 200 lakhs**.
- (c) The bidder should have GST registration and PAN number and proof of same shall be submitted.
- (d) Those Bidders who are awarded contract earlier and whose contract has been terminated due to violation of contract terms and has been blacklisted by any State/CentralGovt./Autonomous bodies / Public sector organization and / or any Contractor who has got any uncleared dues or financial/contractual liability with Rubber Park India (P) Ltd. are not eligible and will not be able to participate in this tender.

Before participating the tender, the intending bidders are advised to satisfy themselves whether the conditions set out above are fully met by the bidders. The tender documents of those companies / firms who fail in the PQ process would be rejected summarily and no correspondence or intimation would be given to such companies or firm and the decision of Rubber Park India (P) Ltd. in this regard is final. The intending bidders have to quote their corresponding item rates in schedule of quantities along with the price bid.

- **1.04** Rubber Park India (P) Ltd. shall have no responsibility for any errors in downloading the document or due to erroneous online submission. Rubber Park India (P) Ltd., reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- **1.05.01.** After the public opening of the tenders, the information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to the bidder and other persons not officially concerned with such process.
- **1.05.02.** Rubber Park India (P) Ltd. right to accept any tender and reject any or all tenders, the Client will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest Evaluated Tender Price provided further that the bidder has the capability and resources to carry out the contract effectively.
- 1.05.03 Prior to the expiry of the period of validity of the tender "Rubber Park India (P) Ltd." will notify the successful bidder in writing that his tender has been accepted. This letter (herein after referred as Work Order) shall name the sum,

#### Rubber Park India (P) Ltd., Re Tender Notice No. RP/C/T/07/24



which "Rubber Park India (P) Ltd." will pay to the contractor in consideration of the execution, completion, operation, maintenance and guarantee of the work by the contractor as specified by the contract (hereinafter called the contract price). This letter of acceptance will constitute the formation of a contract.

- 1.05.04. The bidder shall make a Performance Guarantee as given in Clause 1.09 of this notice and furnish the same for the proper fulfilment of the contract and shall execute an Agreement for the work in required non-judicial stamp paper in the format given as "Articles of Agreement" within 15 (fifteen) days from the date of Work Order.
- **1.05.05**. If the bidder fails to execute the Agreement as stated above within the specified period, his Earnest Money Deposit shall be forfeited to the Rubber Park India (P) Ltd and black listed and fresh tenders called for or tender of the next lowest bidder will be considered. If as a result of such measures due to the default of the bidder to pay the required deposit, execute the agreement or take possession of the work site, any loss to Rubber Park India (P) Ltd. results, the same will be recovered from the bidder by deducting from any amount due to him from other works or revenue recovery or by suitable course of action including legal proceedings.
- **1.06.** Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are likely to be rejected.
- **1.07**. The tender submitted on behalf of a firm shall be digitally signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Rubber Park India (P) Ltd.

#### **1.08. EARNEST MONEY DEPOSIT (EMD)**

Earnest Money Deposit (EMD) is **Rs. 50,000/-** (Rupees Fifty thousand only). It shall be remitted through online payment mechanism of e procurement system of Govt. of Kerala. The EMD will not carry any interest. Tenders submitted without EMD will be summarily rejected.

E.M.D. deposited with The Rubber Park India (P) Ltd. will be forfeited,

- i) If a Bidder withdraws his bid during the period of validity specified.
- ii) If the successful Bidder fails within the time limit to sign the Contract agreement or fails to furnish the required Performance Guarantee.

EMD of the bidders will be discharged only after when the successful Bidder has furnished the Performance Guarantee and execution of the agreement.

#### **1.09. PERFORMANCE GUARANTEE**



**1.09.01 Performance Guarantee :** The successful Tenderer on receipt of the Work Order, shall deposit an amount equal to 5 % (five percent) of the contract value, as Performance Guarantee. At least 50 % (fifty percent) of this amount shall be in the form of DD in favour of Managing Director, Rubber Park India (P) Ltd. payable at Valayanchirangara and the rest in the form of Bank Guarantee from a Scheduled/ Nationalized bank in favour of Rubber Park India (P) Ltd. and shall execute an Agreement for the work in required non-judicial stamp paper in the format given as "Articles of Agreement" within fifteen days from the date of the work order. The validity of BG shall be up to 3 months after defects liability period as per Clause No. 4.9.7

On completion of Defects Liability Period, the Engineer-in-Charge/Consultant shall recommend on demand from the Contractor to refund to him the Performance Guarantee and the same will be refunded/ released by the Clint/Accepting Authority provided that the Engineer-in-Charge./Consultant is satisfied that there is no demand outstanding against the contractor.

#### 1.10 SECURITY DEPOSIT

Security Deposit is the retention amount deducted from the running bill of the contractor in addition to Performance Guarantee. This will be deducted from each running bills of the Contractors @ 2.5% of the gross amount of running bill so that the amount so retained shall be 2.5% of value of the work done till then.

On completion of the work and passing of Final bill, recording of completion certificate, the Security Deposit will be released based on the report from the Engineerin-Charge/Consultant

All the deposits of EMD, SECURITY DEPOSIT AND PERFORMANCE GURANTEE will not bear any interest whatsoever.

**1.11.** All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor. The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and liable to pay premium correctly to labour welfare funds, constituted by the Union Government and Government of Kerala from time to time and insurance policy premium.

**1.12** All statutory deductions shall be made from the amount eligible to the contractor in each part bill at current rates. The deduction towards the turn over tax shall be at the prevailing rates, and shall be changed if the government revises the rate. Income-tax at the rate prevailing at the time of payment will be deducted from each running bill and final bill. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent part bills/ final bill.

#### **1.13. PERIOD OF VALIDITY**



The tender shall remain valid for acceptance for a period of 90 days from the date of opening of the bid. If any tender withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the "Rubber Park India (P) Ltd." has the liberty to forfeit the said Earnest Money Deposit and the Bidder shall be debarred in future from participating in all Bids.

#### **1.14. INSPECTION OF SITE**

Every bidder is expected to inspect the site of the proposed work and acquaint himself with the site conditions, approaches, availability of raw materials, geological and weather conditions etc., before quoting his rates. He must also go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from Rubber Park India (P) Ltd.

#### **1.15. QUANTUM OF WORK**

A schedule of approximate quantities for various items accompanies this Tender. It shall be definitely understood that Rubber Park India (P) Ltd. does not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions or additions at the discretion of Rubber Park India (P) Ltd. without affecting the terms of the Contract.

Rubber Park India (P) Ltd. has reserves right to increase or decrease the quantum of work at site without assigning any reason. Variations in the quantities put to tender will not be the basis of any claim or disputes. The Contractor shall carry out all works as directed by Rubber Park India (P) Ltd. as per Clause No. 4.11.1.

#### **1.16. ALL INCLUSIVE RATES**

The intending bidders have to quote their corresponding item rates in schedule of quantities along with the price bid. The quoted price will be considered as all inclusive rate but exclusive of GST. Bidder will be deemed to include the cost of all materials, labour, hire charges for all machinery, cost of fuel, power, all leads and lifts, royalties, transportation, all overheads, contingencies, profits, expenses for inspection major equipment at factory, cost for testing and commissioning, taxes ( ie. Income tax etc.), workers welfare fund, duties/ levis, insurances, etc but excluding GST. The total Contract price shall also be worked out and entered in. The rates quoted by the Contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Contractor for any reasons whatsoever.

In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

#### **1.17. DEFECT LIABILITY / GUARANTEE PERIOD**



All the items of works shall be guaranteed to be free from defective workmanship or materials for a period of **24 months** from the date of completion of the work as mentioned at Clause No. 4.9.7. The Contractor at his own cost shall rectify any defect that may appear during this period. During this period, the contractor shall without any extra cost, carry out all routine and special maintenance of the work executed by him and attend to any difficulties and defects that may arise in the operation.

#### **1.18. PERIOD OF COMPLETION**

Time is the essence of this Contract. The period of work shall be **5 months** from the date of signing the agreement. The contractor shall execute the work as priority fixed by Rubber Park India (P) Ltd. / Consultant. The Contractor shall draw a detailed schedule of program in the form of a Pert Chart / bar Chart for the whole work, within fifteen days of award of work and submit to Rubber Park India (P) Ltd. / Client/Consultant for their approval showing the milestones.

This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful bidder.

I / We hereby declare that I/we have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

Place: Irapuram Date: 10.09.2024

> Managing Director, Rubber Park India (P) Ltd. 2 A, "Kautileeyam" Valayanchirangara,P.O Ernakulam, Pin -683 556



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