



**Kerala
Tenders**

eTendering System Government of Kerala

Tender Details

Date : 03-Jan-2024 12:15 PM

Print

Basic Details

Organisation Chain	ANERT		
Tender Reference Number	ANERT-PKD/12/2022-DE(PKD)		
Tender ID	2023_ANERT_630517_2	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Item Rate
Tender Category	Works	No. of Covers	1
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Online Bankers	S.No	Bank Name
	1	SBI MOPS

Cover Details, No. Of Covers - 1

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	Technical bid
		.xls	Financial bid
		.pdf	Financial Bid (In letter head)

Tender Fee Details, [Total Fee in ₹ * - 1,370]

Tender Fee in ₹	1,370		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	Yes		

EMD Fee Details

EMD Amount in ₹	14,500	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

Work / Item(s)

Title	Retender for the Supply and Installation of Paving Cement Concrete Blocks in the ANERT Electric Vehicle Charging Station at Metal Industries Ltd, Shornur, Palakkad				
Work Description	Retender for the Supply and Installation of Paving Cement Concrete Blocks in the ANERT Electric Vehicle Charging Station				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	NA	Product Category	Civil Works - Others	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	60	Period Of Work(Days)	30
Location	Metal Industries Ltd, Shornur, Palakkad	Pincode	679122	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	ANERT HQ
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	01-Jan-2024 03:00 PM	Bid Opening Date	10-Jan-2024 04:00 PM
Document Download / Sale Start Date	01-Jan-2024 03:00 PM	Document Download / Sale End Date	10-Jan-2024 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	01-Jan-2024 03:00 PM	Bid Submission End Date	10-Jan-2024 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT and Abstract	231.47

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	TD.pdf	Tender Document	626.97
	2	BOQ	BOQ_972053.xls	Financial bid	357.50

Tender Inviting Authority

Name	CEO ANERT
Address	Office of CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram - 695 033



**AGENCY FOR NEW & RENEWABLE ENERGY
RESEARCH AND TECHNOLOGY (ANERT)**

Department of Power, Government of Kerala
Thiruvananthapuram, Kerala – 695 033;
www.anert.gov.in , projects@anert.in

E-TENDER DOCUMENT

***Retender for the Supply and Installation of Paving Cement
Concrete Blocks in the ANERT Electric Vehicle Charging
Station at Metal Industries Ltd, Shornur, Palakkad***

Ref. No.: ANERT-PKD/12/2022-DE(PKD)

PART – 1: GENERAL CONDITIONS

Date of Publishing of Bids : - 01/01/2024

Last Date of Submission of Bids : - 10/01/2024

CONTENTS

E-TENDER NOTICE	1
TENDER ABSTRACT	2
GENERAL TERMS AND CONDITIONS FOR E-PROCUREMENT	3
1. ONLINE BIDDER REGISTRATION PROCESS:	3
2. ONLINE TENDER PROCESS:	3
3. DOCUMENTS COMPRISING BID:	4
4. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)	5
5. SUBMISSION PROCESS:	8
6. VALIDITY	8
7. DEVIATIONS	8
8. BLACK LIST	8
9. BIDDER'S LOCATION	9
10. CORRUPT AND FRAUDULENT PRACTICES	9
11. CONFLICT OF INTEREST	9
12. CONFIDENTIALITY	10
13. APPLICABLE LAW	11
14. AMENDMENT OF TENDER DOCUMENT	11
15. COMMENCEMENT OF WORKS	11
16. GOVERNMENT OF KERALA – CORRUPT AND FRAUDULENT PRACTICES	11
17. BID QUALIFICATION REQUIREMENTS	12
18. GENERAL CONDITIONS	13
19. SPECIAL CONDITIONS	18
20. SCOPE OF WORKS	22
21. SCHEDULE OF SUPPLY	22
22. PERFORMANCE SECURITY	22
23. PAYMENT	23
24. TECHNICAL SPECIFICATIONS	24
25. STANDARDS	29
FORMAT FOR COVERING LETTER	30
ANNEXURE A – SUMMARY OF BID QUALIFICATION REQUIREMENTS	31
ANNEXURE B - AGREEMENT	33
ANNEXURE C – DECLARATION BY THE BIDDER	35
ANNEXURE D – DECLARATION OF RELATIONSHIP WITH ANERT EMPLOYEE	36
FORMAT A – UNDERTAKING FOR NO BLACKLISTING & NO BANNING	37
FORMAT B – CERTIFICATE OF BIDDER'S FINANCIAL QUALIFICATION	38
FORMAT C – COMPONENT	39

E-TENDER NOTICE

Competitive e-tenders in two cover system with Earnest Money Deposit (EMD) and Price Bid in accordance with the technical specifications are invited from reputed Manufacturers / System Integrators with relevant experience for the ***Retender for the Supply and Installation of Paving Cement Concrete Blocks in the ANERT Electric Vehicle Charging Station at Metal Industries Ltd, Shornur, Palakkad.*** The e-tender documents can be downloaded from the e-tendering website of Govt. of Kerala. Tender form will not be available in any other form.

Thiruvananthapuram

CEO

01/01/2024

TENDER ABSTRACT

Ref. No.	ANERT-PKD/12/2022-DE(PKD)
Name of Work	Retender for the Supply and Installation of Paving Cement Concrete Blocks in the ANERT Electric Vehicle Charging Station at Metal Industries Ltd, Shornur, Palakkad
Download of Tender Form	http://www.etenders.kerala.gov.in
Last date of submission of Tender	10/01/2024 @ 3.00 PM
Date and Time of opening the Tender	10/01/2024 @ 4.00 PM
Estimated Cost	Rs. 5,80,000/-
Cost of Tender form	Rs. 1,370/- (Including GST)
EMD	Rs. 14,500/-
Warranty period	5 years from the date of Commissioning the system.
Availability of Tender Forms	Website http://www.etenders.kerala.gov.in
Place of opening of tender	Office of CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram - 695 033, Kerala

Thiruvananthapuram
01/01/2024

Sd/-
CEO

GENERAL TERMS AND CONDITIONS FOR E-PROCUREMENT

This e-Tender is being published for the Retender for the Supply and Installation of Paving Cement Concrete Blocks in the ANERT Electric Vehicle Charging Station at Metal Industries Ltd, Shornur, Palakkad. The tender is invited in two cover system through e-procurement portal of Government of Kerala (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

1. ONLINE BIDDER REGISTRATION PROCESS:

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

1.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: helpetender@gmail.com/etendershelp@kerala.gov.in for assistance in this regard

2. 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: (not applicable)
- iii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (**helpetender@gmail.com/etendershelp@kerala.gov.in**), for resolution of the problem. At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.
- vi. The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- vii. Opening of Bid and Bidder short-listing: The single cover bids will be opened, evaluated and shortlisted as per the eligibility. Failure to submit the required documents online will attract disqualification. Price bids of the eligible bidder's will open the same day of opening and the work will be awarded.

3. DOCUMENTS COMPRISING BID:

3.1 (a) The First Stage - Part-I Pre- Qualification cum Technical Bid with Commercial terms without Price Bid

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

Envelop -1 shall contain, Part-I (this document in PDF form)/scanned copies of:

- i. Tender documents downloaded (signed with office seal)
- ii. Summary of Bid qualification requirement (Annexure A)
- iii. Agreement in the prescribed format (Annexure B) on Govt. of Kerala stamp paper worth Rs.200/-
- iv. Copy of Registration Certificate of the bidder firm
- v. Copy of GST Certificate

- vi. Copy of PAN card
- vii. Documents to prove the annual Turnover of the bidder along with a certificate from Chartered Accountant regarding net worth. (Capital + Reserves)
- viii. Copy of the work orders and certification from the purchase regarding execution of the order, to prove the experience in executing similar orders, as specified
- ix. Bill of Material
- x. Details of the technical offer, including test certificates issued in the name of the bidder
- xi. Declaration by the bidder (format as in Annexure – C)
- xii. Declaration of relationship with ANERT employee (format as in Annexure - D)

3.1 (b) The Second Stage (Financial Cover as per two cover system):

Envelop -2: shall contain the Price Schedule as per BOQ in Excel format for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.

- 3.2 The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.
- 3.3 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.

- 3.4 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.

4. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

- 4.1 The Bidder shall pay, a tender document fee of Rs. 1,370/- and Earnest Money Deposit or Bid Security of Rs. 14,500. The Bid security is required to protect

the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

4.2 Bidders who are registered as or under MSME / MSE / NSIC / Udhog Aadhar OR Central/State PSE are exempted from paying EMD and Tender Fee.

4.3 Online Payment modes: The tender document fees can be paid in through e-Payment facility provided by the e-Procurement system. Bidders can make payment only via Internet banking facility

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 Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		

26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	Shamrao Vitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

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

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

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*
** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

5. SUBMISSION PROCESS:

- 5.1 For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.
- 5.2 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.
- 5.3 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.

6. VALIDITY

- 6.1 The tender offer shall be kept valid for acceptance for a period of 3 months from the date of opening of offers. The offers with lower validity period are liable for rejection. Further, the tenderer may extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if so required

7. DEVIATIONS

- 7.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

8. BLACK LIST

- 8.1 All the intending tenderers shall agree that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, they shall be blacklisted for future tenders/ association with ANERT and EMD shall be forfeited against any losses incurred by ANERT.

9. BIDDER'S LOCATION

- 9.1 The tenderers are requested to furnish the exact location of their factories/godown with detailed postal address and pin code, telephone and fax nos. etc. in their tenders to arrange inspection by ANERT, if considered necessary.
- 9.2 All communication shall be made to the registered email of the bidder in the e-tendering systems and ANERT shall not be responsible for non-receipt or delay of any such communication.

10. CORRUPT AND FRAUDULENT PRACTICES

ANERT requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in this proposal. In further pursuance of this policy, the selected service Provider(s) shall permit ANERT or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the records inspected by ANERT.

11. CONFLICT OF INTEREST

- i. The service Provider(s) is required to provide professional, objective, and impartial services, at all times holding ANERT's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The supplier has an obligation to disclose to ANERT any situation of actual or potential conflict that impacts its capacity to serve the best interest of ANERT. Failure to disclose such situations may lead to the disqualification of the supplier or the termination of its Contract and/or sanctions by the Government.
- ii. Relationship with the ANERT staff: a service Provider (including its subsidiaries /partners) that has a close business or family relationship with a professional staff of the ANERT who are directly or indirectly involved in any part of the preparation of the Terms of Reference for the assignment, the selection process for the Contract, or the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable

to ANERT throughout the selection process and the execution of the Contract. Any other types of conflicting relationships as indicated in the TENDER

12. CONFIDENTIALITY

- i. From the time the Proposals are opened to the time the Contract is awarded, the agency (ies) should not contact any of the officials of ANERT on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the agency (ies) who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- ii. Any attempt by the agency (ies) or anyone on behalf of the Suppliers to influence improperly ANERT in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Government sanctions procedures.
- iii. Notwithstanding the above provisions, from the time of the Proposals" opening to the time of Contract award publication, if a agency (ies) intends to contact ANERT on any matter related to the selection process, it should do so only in writing.
- iv. The Bids should be submitted only through the e-tender portal www.etenders.kerala.gov.in. Agency (ies) shall upload all the necessary documents in the e tender portal before the last date & time for online submission. Proposal received after the submission deadline will be treated as non-responsive and will be excluded from further evaluation process.
- v. Proposals must be direct, concise, and complete. ANERT will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this tender document. Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format or if the proper information is not provided properly, the tender will be liable for rejection. Tender Evaluation committee may seek clarification, if required, while evaluating the proposal.
- vi. The technical bid opening date, time and the address are as stated in the tender document. The Financial Proposal shall remain securely stored online till the technical evaluation is completed and the results intimated to all successful bidders

13. APPLICABLE LAW

The work order shall be governed by the laws and procedures established by Government of Kerala, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings. Any default in the terms and conditions of the document by the service provider will lead to rejection of work order.

14. AMENDMENT OF TENDER DOCUMENT

At any time prior to the deadline for submission of the tender, ANERT may for any reason, modify the tender document. The amendment document/ corrigendum shall be notified through the website www.etenders.kerala.gov.in and such amendments shall be binding on all the bidders.

15. COMMENCEMENT OF WORKS

The successful bidder should sign the contract agreement within 7 days of issue of work order. The successful bidder should start the services as defined in the scope of work within 15 days of Issue of work order.

16. GOVERNMENT OF KERALA – CORRUPT AND FRAUDULENT PRACTICES

ANERT follows the policy of the Government of Kerala for anti-corruption and fraudulent practices to maintain sound procurement principles of open competition, economy and efficiency, transparency, and fairness. ANERT requires the agency (ies) to observe the following Government manuals (amended from time-to-time) during the selection process and in execution of such contracts The Kerala Financial Code (KFC), 2008 (7th Edition, 1st Edition was in 1963), The Stores Purchase Manual (SPM), 2013.

BID QUALIFICATION REQUIREMENTS

17. BID QUALIFICATION REQUIREMENTS

- 17.1 Every tenderer should submit along with his e-tender an Earnest Money Deposit (EMD). This may be done electronically from any of the Nationalized/Schedule Banks. The EMD of the disqualified tenderers will be returned automatically through e-procurement system. The EMD of the successful tenderers may be adjusted towards the security deposit. No interest shall be paid for the earnest money deposited.
- 17.2 An agreement in Rs.200/- Kerala stamp paper as per the format given in Annexure B must be submitted along with e-tender document.
- 17.3 The tenderer should have successfully completed at least one similar work of value not less than Rs. 5 lakhs.
- 17.4 The Works done by the bidder should confirm to the technical requirements given in the tender.
- 17.5 The bidder's company/firm must not have been debarred / blacklisted by any Govt. Dept., agency, PSUs / institution / agencies / autonomous organisations. The bidder shall submit a self-certification by an authorized person duly notarized to this effect.
- 17.6 Price Bid in excel format, for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.

CONDITIONS OF CONTRACT

18. GENERAL CONDITIONS

- 18.1 The tenders should be submitted online at www.etenders.kerala.gov.in
- 18.2 The tenders should be as per the prescribed form which should be downloaded from the e-tender website. The cost of tender forms should be paid online, and once paid will not be refunded. Tender forms are not transferable. Tenders that are not in the prescribed form are liable to be rejected.
- 18.3 Intending tenderers should submit their tenders on or before the due date and time mentioned in the tender abstract. Late tender will not be accepted.
- 18.4 The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection. The rates quoted should be for the unit specified in the schedule attached.
- 18.5 Tenders subject to conditions will not be considered. They are liable to be rejected on that sole ground.
- 18.6 Every tenderer should send along with his tender an Earnest Money Deposit. This may be paid online at the e-tenders website.
- 18.7 If any tenderer withdraws from his e-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.
- 18.8 The final acceptance/rejection of the tenders rests entirely with CEO, ANERT who do not bind themselves to accept the lowest or any tender.
- 18.9 In the case of materials of technical nature, the successful tenderer should be prepared to guarantee satisfactory performance for a period of guarantee under a definite penalty. Communication of acceptance of the e-tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment 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 below:

- a) The successful tenderer shall before sign the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 3% of the value of the contract as security for the satisfactory fulfilment 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 to be specified in the work order issued by ANERT.
- b) There will be no exemption for MSE's in depositing this security amount. 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 ANERT and contract arranged elsewhere at the defaulter's risk and any loss incurred by ANERT on account of the purchase will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.
- c) 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 ANERT shall thereby together with such sums as may be fixed by ANERT towards damages be recovered from the defaulting tenderer.
- 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 prices, as liquidated damages, a sum equivalent to 0.5 % of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price of the delayed stores and services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

18.10 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 ANERT and the contractor, ANERT 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 ANERT 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.

- 18.11 (a) All payments to the contractors will be made by ANERT in due course
(b) All incidental expenses incurred by ANERT for making payments outside the State in which the claim arises shall be borne by the contractor.
- 18.12 Payments will be made only after the supply, Installation and Commissioning of the items and certification by the competent Technical personnel of ANERT.
- 18.13 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 subcontractor 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.
- 18.14 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 or behalf of or his creditors or in case any receiving order(s) for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses any act of insolvency or in case in which under any clause(s) 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 ANERT may complete the contract in such time and manner and by such persons as ANERT shall think fit. But such determination of the contract shall be without any

prejudice to any right or remedy of ANERT against the contractor or his sureties in respect of any breach of contract committed by the contractor. All expenses and damages caused to ANERT by any breach of contract by the contractor shall be paid by the contractor to ANERT and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

18.15 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 ANERT (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 ANERT by an order in writing under *the* hand of the CEO put an end to this contract and in case ANERT 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 moneys shall then or any time during the continuance of this contract be payable by the contractor to ANERT under and by virtue of this contract, it shall be lawful for ANERT from and out of any moneys for the time being payable or owing to the contractor from ANERT under or by virtue of this contract or otherwise to pay and reimburse to ANERT 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 payable by the contractor aforesaid.

18.16 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the CEO or any other person authorised by ANERT and set off against any claim of ANERT for the payment of a sum of money arising out of or under any other contract made by the contractor with ANERT or any other person authorised by ANERT. Any sum of money due and payable to the successful tenderer or contractor from ANERT shall be adjusted against any sum of money due to ANERT from him under any other contracts.

- 18.17 Every notice hereby required or authorised 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.
- 18.18 The tenderer shall undertake the installation and commissioning of the system according to the standards and specification.
- 18.19 No representation for enhancement of rate once accepted will be considered.
- 18.20 The prices quoted should be inclusive of GST and all other expenses 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.
- 18.21 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.
- 18.22 The tenderer should send along with this tender an agreement executed and signed in Kerala Stamp Paper of value Rs.200/-. A specimen form of agreement is given as Annexure B to this tender. Tenders without the agreement in stamped paper will be rejected outright.
- 18.23 **Conditions in the technical document, technical specifications and special conditions of this tender document would override these general conditions, wherever applicable.**
- 18.24 ANERT, by notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ANERT's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
- 18.25 E-tender shall be opened at the time and date announced in the tender notice, and the price bid will be evaluated on the same day.

- 18.26 In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the CEO, ANERT voluntarily resides.
- 18.27 The Courts situated at the place where the headquarters of ANERT is situated viz, Thiruvananthapuram alone will have jurisdiction to entertain civil suits and all other legal pertaining to this contract.

19. SPECIAL CONDITIONS

- 19.1 Each bidder should submit only one (1) bid. Any bidder who `submits/participates in more than one bid for the work shall be disqualified.
- 19.2 The tenders will be opened in the presence of bidders present at the date and time advised in the Bidding Document. If the due date for receiving and opening the tender happens to be declared holiday, then the tender will be received and opened on the very next day, for which no prior intimation will be given.
- 19.3 If the bidder has NOT submitted the requisite EMD OR Agreement, OR if the price bid is not submitted along with the tender, such tenders will be summarily rejected.
- 19.4 **During the tender evaluation, ANERT may seek more clarifications/details from any or all of the tenderers, if felt necessary.**
- 19.5 The price bids of the tenderers, which submitted the required documents only will be opened and the L1 bidder will be awarded the work of supply and installation of items after fulfilling all the requirements.
- 19.6 **The rate quoted should be all inclusive including delivery of materials at the locations to be specified, and the cost of materials and labour for the civil works, installation and commissioning, warranties, fee for approval if any, GST and all other expenses.**
- 19.7 The tender offer shall be kept valid for acceptance for a period of 3 months from the date of opening of bid. The offers with lower validity period are liable for rejection.
- 19.8 The Contractor shall remove all materials brought to work site / stacked at the work site or anywhere else within the area and clear the site at his cost to the full satisfaction of the Engineer's Nominee. All such materials including debris, tools

& plants etc. shall be disposed off to any place as pointed out by the Engineer's Nominee or be taken away from the location and shall be cleared in every respect and to reinstate to its original condition at no extra cost to the ANERT immediately after completion of the work. In case, any such material is found left in the work site or anywhere in the ANERT, rent for the storage space occupied by the Contractor, either for stacking the materials /debris or for areas used for such purpose but not cleared thereafter, will be recovered as per the prevailing Scale of Rate of ANERT, for the rent applicable for open storage space for commercial purpose, for the period for which the area had been occupied by the Contractor. In addition to the above, in case the ANERT requires the area immediately for its use, ANERT will repossess the land after restoring it to its original condition, material will be confiscated and disposed off at the risk and cost of the Contractor, after issuing two notices giving 15 days' time each for removing the material. All expenses incurred in this shall be recovered by disposing off the material if any confiscated. If any balance amount still remains to be realized that will be recovered from the Contractor by appropriate means.

- 19.9 The Contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be taken/provided at the Contractor's cost, as directed by the Engineer-in-Charge of the work. The Contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots, safety belts etc. to the workmen at his own cost and it shall be the Contractor's responsibility to ensure that they use it while on the work site.
- 19.10 The Contractor shall ensure that no labourers with criminal background are engaged for the work.
- 19.11 The contractor shall take all precautions for not to damage any cables, pipelines etc. passing through the area of work.
- 19.12 All the works shall be done strictly according to relevant B.I.S. specifications unless otherwise specified. Whenever special conditions and other specifications deviate from the B.I.S. the former shall prevail.
- 19.13 The whole work shall be completed in a diligent manner within the Contract period and defect or imperfection if any, observed during the Defect Liability

Period/ guarantee period the same shall be rectified at Contractor's cost to the full satisfaction of the Engineer's Nominee within the time allowed.

19.14 The quantities given in the bill of quantities (Schedule of items) are only approximate and payment will be made as per actual quantity of work done and rate specified

19.15 The evaluation of the price bid will be based on the grand total of all-inclusive amount quoted excluding GST.



**AGENCY FOR NEW & RENEWABLE ENERGY
RESEARCH AND TECHNOLOGY (ANERT)**

Department of Power, Government of Kerala
Thiruvananthapuram, Kerala – 695 033;
www.anert.gov.in , projects@anert.in

E-TENDER DOCUMENT

*Retender for the Supply and Installation of Paving
Cement Concrete Blocks in the ANERT Electric Vehicle
Charging Station at Metal Industries Ltd, Shornur,
Palakkad*

Ref. No.: ANERT-PKD/12/2022-DE(PKD)

PART – 2: SCOPE OF WORKS

Date of Publishing of Bids : - 01/01/2024

Last Date of Submission of Bids : - 10/01/2024

SCOPE

20. SCOPE OF WORKS

The proposed work is for “Providing Interlocking Tiles at ANERT’s Electric Vehicle Charging Station at M/s Metal Industries, Shornur, Palakkad. The work consists of the following:

- a. Providing and laying Reinforced Cement Concrete 1:2:4
- b. Providing and laying factory made 50mm thick Cement concrete paver blocks M30 Grade.
- c. The work shall be meticulously planned in consultation with the ANERT personnel and nearby users, so that minimum inconvenience is caused to the functions of the ECVS.

21. SCHEDULE OF SUPPLY

- 22.1 The items should be delivered and installed at the site for which work order shall be given and specified by ANERT, under prior intimation and supervision of ANERT.
- 22.2 The work must be completed within 15 days of issue of work order.
- 22.3 The materials being used for the civil works shall comply with all the standards and norms issued by PWD for public works
- 22.4 Penalty for delay in supply and installation will be imposed at 0.5 % per week up to a maximum 10%. In case of delay in supply and installation, CEO, ANERT may cancel the contract and take recourse to other action as deemed appropriate.

22. PERFORMANCE SECURITY

The successful bidder has to remit an amount @ 3% of the total amount quoted by them as performance security deposit in terms of Bank Guarantee/Deposit having validity for 3 months from the date of agreement. The bank guarantee/deposit will be released/refunded to the successful bidder after completion of the contract period after deducting the penalties if any.

23. PAYMENT

23.1 No advance payment will be given. All the documents submitted should be certified by the concerned District Office of ANERT. This will be applicable for works issued through individual work order for installations done through Plan and Deposit work scheme of ANERT.

23.2 The terms of payment shall be:

- i. 95% of the contract value will be released on completion of works at the site and upon submission of invoices duly certified by the concerned official of ANERT
- ii. 5% of the contract value will be released after the defect liability period of 1 year as per work order.

23.3 The security deposit of 3% furnished along with the contract agreement shall be released on successful completion of supply, installation and commissioning

23.4 Income tax, contribution to workers' welfare fund and other statutory deductions shall be made from the payment as per prevailing norms.

24. TECHNICAL SPECIFICATIONS

Except where otherwise specified or authorized by the Engineer-in-Charge, materials supplied by the Contractor shall conform to the latest edition of code of practices published by the Bureau of Indian Standard. Samples of materials to be supplied by the Contractor shall be shown to the Engineer-in-Charge sufficiently in advance for approval of its quality for use on the Work.

All the materials to be used on the Works shall have BIS certification mark if so available, unless otherwise specified elsewhere or shall be of approved brand with equivalent material as approved by the Engineer-in-Charge. Wherever, any brands are specified for the materials /products to be used on the Work, its equivalent quality material shall also be used, with the approval of the Engineer in Charge.

The tentative BoQ for the work is as follows:

Sl. No.	Item Description	Qty	Unit
1	Civil Works		
1.01	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50 m and lift up to 1.5 m, disposed earth to be levelled and neatly dressed. All kinds of soil	100	cu.m
1.02	Construction of granular sub- base by Providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, Carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in- Charge. With Material conforming to Grade - I (size range 75 mm to 0.075 mm) having CBR Value- 30	25	cu.m
1.03	Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required	320	Sq.m

	size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge.80 mm thick C.C. paver block of M-30 grade with approved color design and pattern.		
1.04	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level:1:2:4 (cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	5	cu.m

All materials supplied shall be stored appropriately to prevent deterioration/ damage from any cause whatsoever and to the entire satisfaction of the Engineer-in Charge. The materials required for the Work shall be brought to the site and stacked at places shown by the Engineer-in-Charge and the same shall be got approved for use in Work sufficiently in advance so that the progress of the Work is not affected by the supply of materials.

i. Aggregates For Concrete

- a. Aggregates (fine and coarse) for concrete shall comply with the requirements of IS:383 - 'Specifications for coarse and fine aggregate from natural sources for concrete'. Aggregate shall be obtained from sources approved by the Engineer-in-Charge. Aggregates, which are not perfectly clean, shall be washed in clean water to the entire satisfaction of the Engineer-in-Charge.
- b. The fine aggregate shall be clean, hard, durable, uncoated, dry and free from injurious, soft or flaky pieces and organic or other deleterious substances.
- c. Each type of aggregate shall be stored separately for the approval of Engineer- in-Charge. Wet aggregate delivered at the site shall be kept in storage for at least 24 hours to ensure adequate drainage before being used for concreting.
- d. The contractor shall maintain at site at all times such quantities of each type of aggregate as are considered by the Engineer-in-Charge to be sufficient to ensure continuity of Work.

ii. CEMENT

- a. The quality of cement used for the Work shall be 43 grade ordinary Portland cement conforming to IS:8112 or 53 grade ordinary Portland cement conforming to IS:12269 or Pozzolona cement conforming to IS:1489 unless otherwise approved by the Engineer-in-Charge.

- b. The cement required for the Work will have to be procured by the Contractor and shall comply with the relevant IS. As far as possible, the cement required for the Work will have to be procured from the government agencies. The cement shall, if required by the Chief Engineer / Engineer-in-Charge, be tested and analyzed by an independent analyst at the Contractor's cost and result produced to the Engineer-in-Charge.
- c. Supply of cement shall be taken in 50kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the Contractor shall be taken by the Engineer-in-Charge and tested in accordance with provisions of relevant BIS codes. In case, test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- d. A cement godown of adequate capacity as directed by the Engineer-in-Charge shall be constructed by the Contractors at the site of the Work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The key of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key to the other lock shall remain with the Contractor. The Contractor shall be responsible for the watch and ward and safety of the cement godown. The Contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge.
- e. The cement brought to the site and cement remaining unused after completion of Work shall not be removed from the site without written permission from /of the Engineer-in-Charge.
- f. The Contractor shall maintain a cement register showing dates of receipt and issue, quantities used daily and balance which shall be accessible to the Engineer-in-Charge.

iii. STEEL REINFORCEMENT

- a. The reinforcement steel used for the Work will have to be procured by the Contractor and shall be HYSD bars of Fe 500 / Fe415 grade conforming to IS:1786 unless otherwise approved by the Engineer-in-Charge.

- b. The reinforcement steel required for the Work will have to be procured by the Contractor and shall comply with the relevant IS. The Contractor shall obtain approval from the Engineer-in-Charge well in advance for the purchase of steel.
- c. The Contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of Work. Samples shall also be taken and tested by the Engineer-in-Charge as per provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the Contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of Work by the Contractor at his cost within a week's time of written orders from the Engineer- in-Charge to do so.
- d. The steel reinforcement shall be brought to the site in bulk supply of 10 tonnes or more or as decided by the Engineer-in-Charge.
- e. The steel reinforcement shall be stored by the Contractor at the site of Work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- f. For checking nominal mass, tensile strength, bend test etc., specimen of sufficient length as per IS:432/ IS:1608/ IS:1599 or as specified by the Engineer-in-Charge shall be cut from each size of the bar at random at frequency not less than the specified below.

Size of bar	For consignment below 100 tonnes	For consignment over 100 tonnes
Under 10 mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16 mm dia	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

- g. The Contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the Contractor.
- h. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.

iv. WATER

- a. Clean fresh water free from oils, acids, alkalies, salt, sugar, organic materials, or other harmful materials shall be used for washing aggregates, mixing and curing of concrete. The water used shall comply with clause 5.4 of IS:456- 2000. Potable water is generally considered good for mixing concrete.
- b. **ANERT will not provide/ supply water for the Work.** Water has to be arranged by the Contractor himself for the construction works, including curing work **at his own risk and cost.**
- c. Samples of water arranged by the Contractor shall be taken by the Engineer in Charge and tested in accordance with the provisions of relevant BIS codes. In case test results indicate that the water arranged by the Contractor does not conform to the relevant BIS codes, the same shall not be used for any Works. The cost of tests shall be borne by the Contractor.

v. ADMIXTURES IN CONCRETE

- a. Admixtures may be used in concrete only with the approval of Engineer based upon evidence that, with the passage of time, neither the compressive strength nor its durability reduced. Calcium chloride shall not be used for accelerating setting of the cement for any concrete containing reinforcement, or embedded steel parts. When calcium chloride is permitted to be used, such as in mass concrete works, it shall be dissolved in water and added to the mixing water in an amount not to exceed 1.5% of the volume of the cement in concrete. When admixtures are used, the designed concrete mix shall be corrected accordingly. Admixtures shall be used as per manufacturer's instructions and in the manner and with the control specified by Engineer-in-Charge.
- b. Air Entraining Agents
 - (i) Where specified and approved by Engineer, neutralised vinyl resin or any other approved air-entraining agent may be used to produce the specified amount of air in the concrete mix and these agents shall conform to the requirements of ASTM standard 6260, air entraining admixtures for concrete. The recommended total air content of the concrete is 4% plus minus 1%. The method of measuring air content shall be as per IS : 1199.

c. Water Reducing Admixtures

Where specified and approved by Engineer-in-Charge water reducing lignosulfonate mixture shall be added in quantities specified by Engineer. The admixtures shall be added in the form of a solution.

d. Retarding Admixtures

Where specified and approved by Engineer-in-Charge retarding agents shall be added to the concrete mix in quantities specified by Engineer.

vi. 6 MM SIZE AGGREGATE

6mm size graded aggregate conforming to IS 383 shall be used and which are not perfectly clean shall be washed in clean water to the entire satisfaction of the Engineer-in-Charge.

vii. CEMENT CONCRETE INTERLOCKING PAVER BLOCKS 100mm THICK

The paver blocks shall be 100 mm high density cement concrete interlocking paver blocks of M30 grade as per IS : 15658-2006. The paver blocks shall be made by block making machine with strong vibratory compaction, of approved size, design, shape, colour and pattern. Mould shall be made up of PU for attaining superior smooth finish.

25. STANDARDS

The Design, Engineering, Manufacture, Supply, Installation, Testing and performance of the equipment shall be in accordance with latest appropriate IEC/ Indian Standards and as detailed in the Technical Specifications. The goods supplied under this contract shall conform to the Standards mentioned, where appropriate Standards and Codes are not available, other suitable standards and codes as approved by the authoritative Indian Standards shall be used.

FORMAT FOR COVERING LETTER

(This letter to be submitted on the official letter head of the tenderer, signed by the authorised signatory.)

Sir,

I/We hereby e-tender to supply, under annexed terms and conditions of contract, the whole of the articles referred to and described in the attached specification and quantity decided by the Agency for New & Renewable Energy Research and Technology (ANERT), at the rates quoted against each item.

I am/We are remitting herewith the required amount of Rs. towards the cost of e-tender and Earnest Money Deposit by electronic payment vide transaction No dtd.....

Yours faithfully,

Place:

Signature

Date:

Name

Designation

(Office Seal)

ANNEXURE A – SUMMARY OF BID QUALIFICATION REQUIREMENTS

(To be filled in by the bidder)

1.	Name of the bidder	
2.	Address in full	
3.	Contact Details Mobile : Land Phone Fax Email	
4.	Name and Designation of the authorised signatory	
5.	Whether the bidder is a bonafide manufacturer/ integrator of the item tendered (Yes/No)?	
6.	Details of EMD submitted along with the bid in favour of CEO ANERT	
7.	Annual turnover of the firm during last five years (Rs.) (Proof to be enclosed)	2021-22 2020-21 2019-20 2018-19 2017-18
8.	No. of service centres /Authorised service providers in Kerala (Proof to be enclosed)	

9.	Whether Bidder was/is De-barred by ANERT (Yes/No)? If ' Yes' period of De-Barring:	
10.	Agreement submitted (Yes/ No)?	

Documentary evidence for the bid qualification requirements are submitted along with this document and the details furnished above are true and correct.

Signature
of authorised signatory

Name

Designation

Date:

(office seal)

ANNEXURE B - AGREEMENT

ARTICLES OF AGREEMENT executed on this the day of
Two thousand andbetween the **Agency for
New & Renewable Energy Research and Technology** (hereinafter referred to as
ANERT) of the one part and Sri
(Name and Address of the tenderer) hereinafter referred to as “the Bounden”) of the other
part.

WHEREAS in response to the Notification No.
dated the bounden has submitted to ANERT a e-tender for the ***Retender for
the Supply and Installation of Paving Cement Concrete Blocks in the ANERT Electric
Vehicle Charging Station at Metal Industries Ltd, Shornur, Palakkad*** specified therein
subject to the terms and conditions contained in the said e-tender.

AND WHEREAS the bounden has furnished to ANERT a sum of Rs. as
Earnest Money Deposit for execution of an agreement undertaking the due fulfilment of
the contract in case his e-tender is accepted by ANERT. NOW THESE PRESENTS WITNESS
and it is hereby mutually agreed as follows: -

In case the e-tender submitted by the bounden is accepted by ANERT and the contract
for is
awarded to the bounden, the bounden shall within Fifteen days of acceptance of this e-
tender, execute an agreement with ANERT incorporating all the terms and conditions
under which ANERT accepts this e-tender.

In case the bounden fails to execute the agreement as aforesaid incorporating the terms
and conditions governing the contract, ANERT shall have power and authority to recover
from the bounden any loss or damage caused to ANERT by such breach as may be
determined by ANERT by appropriating the moneys inclusive of Earnest Money deposited
by the bounden and if the Earnest Money is found to be inadequate the deficit amount may

be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to ANERT under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as ANERT may deem fit.

In witness whereof Sri (Name and Designation) for and on behalf of the Agency for New & Renewable Energy Research & Technology and Sri the bounden have hereunto set their hands the day and year shown against their respective signature.

Signed by Sri Signed by Sri

(Date)

(Date)

in the presence of witnesses

in the presence of witnesses

1.

1.

2.

2.

ANNEXURE C – DECLARATION BY THE BIDDER

e-Tender Notification No:, dtd for
Retender for the Supply and Installation of Paving Cement Concrete Blocks in the ANERT
Electric Vehicle Charging Station at Metal Industries Ltd, Shornur, Palakkad

To

The CEO
ANERT

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda No.: (if any)
2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule
3. Our Bid shall be valid for a period of 3 months from the date fixed as deadline for the submission of tenders in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our Bid is accepted, we commit to submit a Security Deposit in the amount of 5 percent of the Contract Price for the due performance of the Contract;
5. We are not participating, as Bidders, in more than one Bid in this bidding process;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ANERT or Government of Kerala;
7. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
8. Our firm has obtained the certifications from MNRE or NABL approved Test laboratories that the goods and services are satisfying the technical criteria specified in the bid.

Signature

Date

Name

ANNEXURE D – DECLARATION OF RELATIONSHIP WITH ANERT EMPLOYEE

(to be signed and submitted by the bidder along with the bid)

Tender Notification No.:

Retender for the Supply and Installation of Paving Cement Concrete Blocks in the ANERT Electric Vehicle Charging Station at Metal Industries Ltd, Shornur, Palakkad

To

The CEO
ANERT

Name of the ANERT employee with Designation:

Name of the bidder related to the employee:

This is to put on record that Shri/Smt
currently working as in ANERT is related
to, who is the bidder in the bid. We are aware of
the Anti-corruption policy of ANERT and will observe the highest standards during the
procurement and the execution of contract and shall retain from corrupt, fraudulent,
collusive or coercive practices on competing for the contract.

Signature

Name

Date

**b. FORMAT A – UNDERTAKING FOR NO BLACKLISTING
& NO BANNING**

(To be provided on Rs.200 Non-Judicial Stamp paper. In Case of JV the following format is to be provided by Each Member of the Joint Venture on their respective letterhead, signed by respective authorized Signatory along with Authorized Signatory for which POA is attached with Bid))

Undertaking for No Blacklisting & No Banning

To

The CEO
ANERT

Sub: Retender for the Supply and Installation of Paving Cement Concrete Blocks in the ANERT Electric Vehicle Charging Station at Metal Industries Ltd, Shornur, Palakkad

I / We hereby declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is having unblemished record and is not declared ineligible for corrupt/fraudulent practices by any State/Central Government/PSU on the date of Bid Submission.

I / We further declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not blacklisted and not declared ineligible for reasons other than corrupt/fraudulent practices by any State/Central Government/PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

(Signature & Seal of Authorized Signatory for which POA attached)

Name of Authorized Signatory:

Designation:

Date:

Place:

FORMAT B – CERTIFICATE OF BIDDER’S FINANCIAL QUALIFICATION

(On Letterhead of the respective entity for which the below details are provided.)

Financial Qualification Certificate

(Rupees in Crores)

S/N	Financial parameters	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
1.	Net Worth					
a)	Paid up Capital					
b)	Free Reserves and Surplus*					
c)	Misc expenses to the extent not written off					
	Net Worth (a+b-c)					
2.	Annual Turnover **					

* Free Reserve and Surplus shall be Exclusive of Revaluation Reserve, written back of Depreciation Provision and Amalgamation.

** Annual total Income/ turnover as incorporated in the Profit and Loss Account excluding non-recurring income, i.e., sale of fixed asset etc.

It is certified that all the figures are based on audited accounts read with auditors report and Notes to Accounts etc.

(Signature & Seal of Authorized Signatory

Name of Authorized Signatory:

Certifying Chartered Accountant:

Designation:

Name of Firm:

Date:

UDIN No:

Place:

Date:

Place:

Note:

1. In addition to above certificate from Chartered Accountant, Bidder is required to submit Firm's Annual Audit Report, Balance sheet, Profit & Loss and Income Tax Returns / CA certificate for last Five years i.e., F.Y: 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20.

FORMAT C – COMPONENT

BID SECURITY BANK GUARANTEE

BG No. :
Amount :
Date :
Valid up to :

This guarantee is made on this day of 20.... by (Complete postal address of the bank) hereinafter called 'the **Bank**', which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns.

WHEREAS the **ANERT**, having its registered office at PMG-Law College Rd, Vikas Bhavan PO, Thiruvananthapuram, Kerala, PIN – 695 033, hereinafter called as **ANERT**, which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns in having agreed to exempt(hereinafter called “**contractor(s)**” which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) from depositing with **ANERT**, a sum of Rs. towards Security Deposit in lieu of the said **contractor(s)** having agreed to furnish a bank guarantee for the said sum of Rs. as required under the terms and conditions of Tender No. dated (hereinafter referred as the 'bid') placed by the **ANERT**, on the said **contractor(s)** and on specific request on the part of the said **Contractor(s)**, we the **Bank** hereby unconditionally and irrevocably affirm and undertake-

On production of the Bank Guarantee for Rs..... (Rupees..... only) we,Bank having our Head Office at (herein after referred to as “the Bank”) at the request of M/s.(name of contractor) do hereby undertake to pay to the **ANERT** an amount not exceeding Rs..... (Rupees only), against any loss or damage

caused to or suffered or would be caused to or suffered by the ANERT by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement

We,Bank, do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the ANERT stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ANERT by reasons of breach by the said contractor of any of the terms or conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

This guarantee will not be discharged due to change in the constitution of the bank or the contractor/supplier.

Notwithstanding anything contained hereinbefore:

- 1) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees only)
- 2) This Bank Guarantee shall be valid upto
- 3) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee amount only and only if you serve us a written claim or demand on or before.....

Dated at this day of 2023

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India