

Malabar Regional Co-operative Milk Producers' Union Limited Head Office, Kunnamangalam, Kozhikode 673571, Kerala, Ph: 0495 2805407, 2805419, 2805420, 280428

www.malabarmilma.com; E-mail: mrcmpu@malabarmilma.coop

TENDER REF No. MRU/ENGG/BRIQ/T62/2024-25

TENDER DOCUMENT FOR SUPPLY OF BIOMASS BRIQUETTE FOR MALAPPURAM DAIRY UNIT FOR THE PERIOD FROM 01.04.2025 TO 31.03.2026



Malabar Regional Co-operative Milk Producers' Union Limited Head Office, Kunnamangalam, Kozhikode 673571, Kerala, Ph: 0495 2805419,407,420 Fax: 2800648

Web: www.malabarmilma.com; E-mail: mrcmpu@malabarmilma.coop

INVITATION TO BID E-TENDER

- 1. The Malabar Regional Co-operative Milk Producers' Union Limited invites e-tenders from competitive suppliers for the supply of Biomass Briquette to Malappuram Dairy from the period of 01.04.2025 to 31.03.2026. Interested eligible Bidders may obtain further information from the Head office of the Malabar Regional Co-operative Milk Producers' Union Limited, Kozhikode.
- 2. The bid shall be submitted in two cover system consisting of technical bid and price bid. The price bid of those who qualify in the technical bid only will be opened.
- 3. Detailed terms and conditions as well as technical specifications are contained in the bidding document of the above work which is uploaded in the Kerala Government e-portal www.etenders.kerala.gov.in

a. Tender reference No. : MRU/ENGG/BRIQ/T62/2024-25
b. Estimated cost : Rs.425.00 Lakhs including GST
c. Tender download : Can be downloaded from the

website <u>www.etenders.kerala.gov.in</u> d. EMD : Rs. 1,00,000/- (as NEFT transaction)

e.Cost of tender form : Rs. 7,500/- (as NEFT transaction)

f. Document publish date : 15.02.2025, 5:00 PM g. Bid submission closing date : 10.03.2025, 4:00 PM. h. Bid opening : 11.03.2025, 4:30 PM.

i. Time of completion : 365 days

j. Bid validity : 90 days from the date of opening

Managing Director

Kozhikode 15.02.2025

Terms & Conditions for e-Procurement

This tender is an e-tender and is being published online. The tender is invited in two-cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (https://www.etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender time line is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

a. Online Bidder registration process:

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

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

- **b. Online Tender Process:** The tender process shall consist of the following stages:
- i. **Downloading of tender document**: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

ii. **Pre-bid meeting**:

- 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. Opening of Technical Bid and Bidder short-listing:

The technical bids will be opened, evaluated and short listed 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 short listed by this process will be taken up for opening the financial bid.

- vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.
- c. Documents Comprising Bid:

i. The First Stage (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system):

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

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

ii. The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

d. Tender Document Fees and Earnest Money Deposit (EMD)

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

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

- 1. State Bank of Travancore (SBT) Internet Banking: If a bidder has a SBT internet banking account, then, during the online bid submission process, bidder shall select SBT option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBT's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.
- 2. National Electronic Fund Transfer (NEFT): If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT payment otherwise payment would result in failure in e-Procurement system.
- **3. RTGS Payment**: Payment through RTGS is made effective through the web portal of etenders.kerala.gov.in. Bidders can opt for payment of EMD and tender fees through RTGS mode also.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues. NEFT payment should done according to following guidelines:

- a. Single transaction for remitting Tender document fee and EMD: Bidder should ensure that tender document fees and EMD are remitted as one single transaction.
- ii. Account number as per Remittance Form only: Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender. Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.
- **iii. Remittance Not Allowed:** Account to Account transfers, State Bank Group Transfers (GRPT) or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT/RTGS transaction only irrespective of the amount.
- iv. Amount as per Remittance form: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- v. UTR Number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, in the e-Procurement system for tracking the payment.
- vi. One Remittance Form per Bidder and per Bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.
- Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

e. SUBMISSION PROCESS:

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

TERMS & CONDITIONS

Malabar Regional Co-operative Milk Producers' Union Ltd. invite your item wise competitive rates for carrying out the supply of Biomass briquette for firing the Boilers of Malappuram Dairy for a period of one year from <u>01.04.2025 to 31.03.2026</u> at MRCMPU Ltd, Moorkkanad, Malappuram district subject to the following terms and conditions.

1. Eligibility and qualification requirements.

To be eligible for the award of Contract, bidders shall provide satisfactory evidence to the Malabar Regional Co-operative Milk Producers' Union Ltd regarding their eligibility, capacity, quality and adequacy of resources to carry out the Contract effectively. These details/documents shall be uploaded in the technical bid for the e-tender without fail.

- 1.1. The Bidder (in the same name and style) should be in the field of Supply of Briquette to industries/firms for the past two continuous financial years. (Copy of purchase orders/contracts shall be submitted)
- 1.2. The bidder should have executed minimum one Supply Rate Contract Orders/Agreements for the continuous supply of briquette in their own company name to their clients during last one financial years. Proof of the same (i.e., rate contract orders/agreements from reputed clients during last financial years) shall be uploaded.
- 1.3. The Bidder (in the same name and style) should have their own manufacturing plant for the production of biomass briquettes of adequate capacity to cater the existing and tender commitments. The bidder shall furnish necessary proof of the manufacturing plant owned by them. (Copy of statutory licence obtained from the concerned authorities for operation of the plant shall be submitted). The current average requirement of biomass briquettes at Malappuram Dairy is 4000 4500 MT per year. Sub leasing the order to another supplier will not be permitted.
- 1.4. Recent test certificate (within one month from the last date of bid submission) of biomass briquettes manufactured at the bidder's facility for its calorific value, moisture content, ash content etc. from an approved laboratory or Govt. engineering college) shall be submitted. In case the bidder fails to submit the recent certificate with the tender, and submitted test certificate which is not the latest one, the same shall be submitted before award of work order if the party found eligible after evaluating their technical and financial bids and become the L1 bidder.
- 1.5. The bidder should also upload this tender document after signing at the bottom of each page as a token of acceptance of the terms and conditions.
- 1.6. Failure of submission of above documents will lead to disqualification of the tenderer.

2. Scope of work.

Supply of sufficient quantity of Biomass briquette for firing the Boiler of Malappuram Dairy for a period of one year from <u>01.04.2025 to 31.03.2026</u> at MRCMPU Ltd, Malappuram Dairy., Mookkanad, Malappuram - 679338 without any interruption. Approximate briquette requirement is estimated at 4250 Ton per year. But the quantity is liable for variation by +/- 20%. The contractor should supply the biomass briquette in advance to maintain a buffer stock of 500 metric Ton in dairy.

- 3. Terms and conditions:-
 - 3.1. The contract period shall be for a period of one year from 01.04.2025 to 31.03.2026. MRCMPU reserves the right to extend the supply contract for two more months under mutual agreement.
 - 3.2. Biomass briquettes shall be delivered as requested and as per the requirement of the Dairy. Quantity may vary depending upon the process schedule. No interruption in supply shall be allowed. The contractor shall ensure the supply of the required quantity of biomass briquette without any delay. In cases when MRCMPU incurs loss due to the delay in supply of material or due to the alternate arrangement made by the Malappuram Dairy for the supply of boiler feed material, such loss shall be recovered from the contractor.
 - 3.3. The rate shall be quoted for *one Kilogram* of biomass briquette to be supplied which is inclusive of cost of materials, all taxes and duties, loading, transportation and weighing charges, and all other charges F.O.R Malappuram Dairy. Unloading charges at dairy will be borne by Malappuram Dairy.
 - 3.4. Quantity indicated in the notice are tentative and may vary to the +/- side. However, payment will be made for the actual quantity supplied at site as per the directions of Engineer in charge/ Store Officer, on unit rate basis. No extra claim shall be entertained on this account.
 - 3.5. The rate/MT quoted should remain firm for the entire duration of contract and nothing extra will be paid on any account
 - 3.6. The biomass briquettes supplied shall be of high quality. Biomass briquettes which are tested using IS 1350 test method shall a minimum with a gross calorific value (GCV) of at least 4000 Kcal/Kg, Moisture content not more than 7°/o, Ash content not more than 5%. Random samples from the consignments will be taken and tested on selected intervals. Based on the report, if the quality goes below the standard limit, that particular consignment will be summarily rejected, and the contractor shall arrange briquettes with stipulated quality on immediate basis.
 - 3.7. The type & size of the fire briquette should be as per dairy standards; and the bidder can avail the same from Malappuram Dairy. The supply contractor is bound to accept the specifications in type, size, weight, calorific value and moisture and ash content of the fire briquette. Also Malappuram Dairy has right to change the size of the briquette as per the requirement and will be intimated to the contractor in advance if required.
 - 3.8. The successful contractor shall undertake quality test of the fire briquette in a Govt. recognized lab and submit the test report within 1 month of receipt of contract.
 - 3.9. Any malpractice done by the contractor, like supply of substandard briquettes or falsely increase the weight through inclusion of other foreign materials like stones, bricks etc shall lead to the termination of the contract with or without any warning letter.
 - 3.10. Malappuram Dairy reserves the right to procure and recover charges incurred to maintain the briquette stock in Dairy if the successful bidder fails to maintain minimum stock of 500 MT. The contract with repeated defaulter shall be terminated with prior notice. Such bidder shall not be permitted to take part in further tenders in the dairy.

- 3.11. In case of negligence or misconduct of supplier or his Staffs or due to the problems in operation of his transportation vehicle any loss/ damage occurred to the assets (fixed or movable) of the Dairy will be recovered from supplier's eligible bills/Security deposit.
- 3.12. Invoice in the approved format under GST shall be raised in the name of "The Senior Manager,MRCMPU Ltd, 'milma' Palakkad Dairy, Kalleppully (P.O). Palakkad (Dt.) 678 005, GSTIN: 32AAAAM1011G2ZH"
- 1.1. Payment will be made as per the actual weighment (weighment taken at Dairy will be final and binding to the supply contractor) for the quantity supplied within 20 days from the date of receipt of invoice vide crossed cheque /through bank payment.
- 1.2. The supply contractor shall be liable to lift the empty bags of briquettes from dairy campus on arrival of each and every load of briquettes. The empty bags will be kept in the scrap storage yard of the dairy. The weight of empty bag will be deducted from the consignment for making payment actual quantity supplied at Dairy.
- 1.3. The briquette will be tested by Dairy from an approved laboratory or Govt. engineering college in every three months & as per quality of materials unloaded at site. The lab fee for the above shall be deducted from corresponding supplier.
- 1.4. In case of sub-standard/poor quality material supplied by the bidder, the whole of such quantity shall be replaced by the bidder without any additional cost or the cost of any alternate arrangement made by the Dairy for supply of material shall be recovered from the bidder.

2. Tender Fee, Earnest Money Deposit (EMD) & Bid Validity

- 2.1. The tender fee and EMD shall be accepted through online NEFT transaction through the site www.etenders.kerala.gov.in
- 2.2. The EMD of the successful bidder will be released after signing of the agreement and submission of performance security.
- 2.3. EMD will be returned through online NEFT transaction only.
- 2.4. No interest will be paid for the EMD for the period for which it lies with the MRCMPU.
- 2.5. The submitted bid shall remain valid for minimum 90 days from the date of opening of financial bids of the tender.

3. Award of Contract:

MRCMPU has the right to award or not to award entire quantity or partial quantity of the item to bidders based on merit. MRCMPU prefers multiple suppliers at a time to ensure uninterrupted supply of briquettes. In such case, quoted rates of all the suppliers will be considered. Weightage will be given to the lowest bidder.

- Scenario 1:- None of the competing bidders reduces their rates to match up with the L1 rate: 100% order shall be placed on L1.
- Scenario 2:- L2 bidder reduces their rates to match the L1, 60% order on L1 and 40% to the L2 bidder. If L2 bidder is not willing to match up with L1 rate, then L3, L4 respectively will be considered for the above. Stand by supplier also will be maintained.
- Scenario 3:- If L3 & L4 also matches with the L1 rate 40% order on L1 and 20% each to other successive bidders matching the L1 rate

All the above scenarios are indicative. Final decision in this regard will be taken based on actual situation and different variables and no claim from bidders for sharing of the quantity will be entertained. The decision by the Managing Director MRCMPU will be final and no disputes will be entertained in this regard.

4. Security Deposit & Agreement

- 4.1. The successful bidder shall remit a security amount of **Rs.2,00,000/- (Rupees Two lakh only)** to Malappuram Dairy within 10(ten) days after finalizing the supply contract. Interest for security deposit will not be paid. The security deposit will be refunded only at the end of the successful completion of the contract period. The security deposit will be forfeited in favor of MRCMPU Ltd., Malappuram Dairy in case of any violation of the terms and conditions or abandoning of the contract by the contractor without due notice.
- 4.2. The successful bidder shall execute an agreement with the undersigned in a non-judicial stamp paper worth Rs.200/- (Rupees Two hundred only) incorporating all the terms and conditions of the contract for the satisfactory fulfilment of the contract.
- 4.3. The communication to the bidder shall be channeled only through email and hence the bidders are advised to check their email regularly to get latest information's. Scanned copy of the work order will be sent to the email id of the successful bidder once the administrative formalities are completed. Therefore, regular monitoring of email by the bidder is necessary.

Managing Director, MRCMPU reserves the right to cancel the tender at any stage of tender Processing. Any offer containing incorrect and incomplete information shall be liable for rejection.

Managing Director

Annexure-1

MALABAR REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD HEAD OFFICE, KUNNAMANGALAM PARTY REGISTRATION FORM Sl.No 1 **NAME** 2 **ADDRESS** (a) DISTRICT (b) STATE (c) PIN CODE 3 MOBILE NUMBER 4 E-MAIL ID BANK ACCOUNT NUMBER* 5 (copy of passbook to be attached) (a) BANK NAME & BRANCH (b) IFSC PAN NUMBER* 6 (copy of pan card to be attached) **GST REGISTRATION** 7 NUMBER 8 AADHAAR NUMBER 9 SIGNATURE WITH SEAL *Copy of the relevant documents to be attached For forwarding department, Checked & forwarded by Name Signature with Designation: Date: For finance department, Party code Allocated: Counter checked & verified by Name Signature with Designation : Date:

MALABAR REGIONAL CO-OP MILK PRODUCERS' UNION LTD

GENERAL TERMS & CONDITIONS

Apart from the general terms and conditions given below, this Purchase Order shall be subject to the general terms and conditions as stipulated in our enquiry/tender against which this Purchase Order is placed.

1. Dispatch Instruction:

The materials are to be dispatched to the site by the mode of transport specified in the order under intimation to us. Depending on the type of material, you shall have to carry out proper packing/crating to avoid breakages in transit. Other details of despatch such as marking, consignee's particulars etc., are mentioned in the Purchase Order. For using any mode of transport other than the specified one, prior concurrence from us in writing should be obtained. All consignments should be despatched on freight paid basis respective of price basis. In the event of freight payable extra by us, you shall have to obtain our prior approval and produce necessary documentary evidence in support of your claims. Unless otherwise stated, the original RR/LR should be sent by Registered Post directly to the consignee along with a copy of invoice and 2 copies of Delivery Challan /Packing List.

Insurance

You shall have to arrange all transit risk insurance, warehouse to warehouse basis including storage risk coverage for a period of 3 months from the date of arrival of goods at destination for the items to be supplied by you. In cases where orders are placed on ex-works basis, the premium shall be paid by us at actuals to you against production of documentary evidence. In the event of any damage to/loss of consignment in transit, it will be your responsibility to lodge necessary claims with the carriers/underwriters and pursue them till settlement. Since the insurance policy will be obtained in our name, we shall, if required, give you necessary authorization letter authorizing you to lodge and pursue claims on ou5r behalf with the carriers/underwriters. You shall also have to make good the losses/damages occurring in transit by making replacement/payment to us in the first instance; if claims are settled by the underwriters and any amounts are realized by us, the amounts thus realised in settlement of claims shall be reimbursed to you, in other words, the prima facie responsibility for getting compensation for the damages/losses incurred, due to all transit hazards, if any rests with you.

In cases where the purchase order is placed on free delivery at site basis, no insurance premium will be paid by us. However in such cases also, all transit risk insurance policy must be obtained to safeguard your own interest and to protect the material against transit hazards.

Delivery:

The stipulated delivery time given in the Purchase Order is the essence of this contract. You must therefore, strictly adhere to the delivery schedule mentioned in the Order.

Demurrage:

You shall bear and reimburse to us full demurrage if any, paid by reason of delay on your part in forwarding the original despatch documents at the destination mentioned in the Purchase Order.

5. Rejection:

We reserve the right to reject the goods either in part or full if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/description given in the Purchase Order. The rejection, if any, will be intimated to you in writing within a reasonable time. You will be liable to repair/replace the rejected goods within the stipulated time. Till the repair/replacement is made, the rejected goods shall be lying at your risk, cost and responsibility. If you do not arrange to repair/replace the rejected goods within the period stipulated by us, we may dispose of such goods at your risk and in the manner which we think fit. We shall be entitled to retain the proceeds of disposal either in part or full towards the expenses incurred on storage and handling of such rejected goods till the goods are removed from our premises/stores.

6. Force Majeure:

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier nor the purchaser be considered in default in performance of his/their obligations hereunder if such performance is prevented or delayed because of hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind flood, earthquake or because of any law and order proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar of dissimilar beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contract obligations by a state of force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract/purchase order.

Arbitration:

In the event of any dispute in the interpretation of the terms of this agreement/purchase order of difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/accepted purchase order or with regarding performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes of difference of opinion amicably by mutual negotiations. In case, no agreement is reached, either party may forthwith give to the other, a notice in of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the supplier and the other to be nominated by the purchaser or in case the said arbitrators do not agree the adjudication will be done by an umpire as the case may be which shall be final and binding on the parties under the provisions of the Arbitration Act, 1940 and the rules there under or any statutory modification thereof for the time being in force shall prevail. The Agreement / Purchase Order ,venue of all such arbitration shall be Kozhikode, Kerala only.

8. Jurisdiction: Kozhikode Kerala only.