

TENDER PARTICULARS

Tender No	KWA/HO/ITU/03/2020-21
Tender Name	Annual Maintenance Contract for the MARCH (Monitoring Accounting & Reporting by Centralized HR System) and O&M (KWA Ongoing Bill Monitoring System) software for the period 2021-22 in Kerala Water Authority
Item and IS number	AMC of MARCH and O&M software for the period 2021-22 in KWA
Due date and time for receipt of tender	3.00 pm on 01.03.2021
Date and time for opening of tender	3.30 pm on 03.03.2021
Date upto which the rates are to be firm	02.07.2021
Tender Fee	Rs. 700/-
Earnest Money Deposit	Rs. 3,427/-
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent:	Chief Engineer (HRD&GL), Jalabhavan, Vellayambalam, Thiruvananthauram - 695033
ONE/TWO Cover Tender	ONE
Eligibility of Bidder (Manufacturer / Authorised Dealer)	Minimum two years of experience in the development and support of software for Government/Quasi Govt Organizations

Tender forms are to be obtained from the web site www.etenders.kerala.gov.in

The hard copy of the tender document shall be sent by post to "The Chief Engineer (HRD&GI), Kerala Water Authority, Jalabhavan, Thiruvananthapuram- 695033" so as to reach within THREE days after due date of submission of the tender. In the event of any failure to submit the documents in whole or part, the offer of such tenderers will be rejected outright and the EMD will be forfeited.

Clause No. 31 of General Conditions is cancelled

Clause No. 32; Rs 15/- Kerala Stamp Paper shall be read as Rs 200/- Kerala Stamp Paper.

Tender submission is purely electronic and hence conditions specific to physical tender submission may kindly be ignored.

CHIEF ENGINEER (HRD &GI)



ELECTRONIC TENDER No. KWA/HO/ITU/03/2020-21 3.00 pm on 01.03.2021
Annual Maintenance Contract for the MARCH (Monitoring Accounting & Reporting
by Centralized HR System) and O&M (KWA Ongoing Bill Monitoring System)
software for the period 2021-22 in Kerala Water Authority

KERALA WATER AUTHORITY



E-TENDER

CONTAINING GENERAL CONDITIONS AND SPECIAL CONDITIONS OF CONTRACT
AND SCHEDULE

Name of Tenderer

Address

Signature of Tenderer

Last Date and time for the receipt of tenders : 3.00 pm on 01.03.2021



FORM OF TENDER

From

To,

Chief Engineer (HRD&GL),
Jalabhavan,
Vellayambalam,
Thiruvananthauram - 695033
Sir,

I/We hereby tender to supply, under the annexed general conditions of contract; the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by Government, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

*I/We am/are remitting/have separately remitted the required amount of Rs. (Rupees..... only) as earnest money.

Yours faithfully

Signature
Address

Date:

*(To be scored in cases where no earnest money deposit is furnished)

(General Conditions on the reverse)



GENERAL CONDITIONS

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

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly superscribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenderers should send their tenders so as to reach the Officer mentioned below, on due date and time (noted below). No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4.
 - (a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send along with his tender, an earnest money of one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs. 1500, if the amount calculated at one per cent of the value of the articles tendered for falls below Rs. 1500. The amount may be paid either by remittance into any Government Treasury in chalang in duplicate, duly countersigned by the officer mentioned below or by Demand Drafts (crossed) on the local branch of State Bank of Travancore/State Bank of India drawn in favour of the officer mentioned below. In the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit".
 - (b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in 154 every tender they submit the registration number assigned to them by the Stores Purchase Department.
 - (c)(i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Director of Industries and commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. The Khadi and village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.
 - (ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.
 - (d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.
 - (e) The exemption stipulated in clauses (b), (c) and (d) above will not however, apply to tenders for the supply of raw materials or dietary articles or stores on rate or running contract basis.
5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.
6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to Government or such action taken against him as Government think fit.
7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
8.
 - (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.
 - (b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. Government reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
9. The final acceptance of the tenders rests entirely with the Government who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
10. In the case of materials of technical nature the successful tenderer should be prepared to guarantee



satisfactory performance for a definite period under a definite penalty.

11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.
12.
 - (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of government. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to Government and contract arranged elsewhere at the defaulter's risk and any loss incurred by Government on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.
 - (b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.
 - (c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
 - (d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.
13. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Department concerned and the contractor, the Department shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from Government to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.
 - (a) "If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to Government shall be made good from the Officer responsible for the belated release of the Earnest Money deposit/Security Deposit."
14.
 - (a) All payments to the contractors will be made by the Purchasing Officer in due course:-
 - (i) either by Departmental cheques payable at the Kerala Government Treasuries; or
 - (ii) by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their Principal Branches in India).
 - (iii) In the case of supplies from abroad by drafts as may be, arranged between the contracting parties.
 - (b) All incidental expenses incurred by the Government for making payments outside the district in which the claim arises shall be borne by the contractor.
15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.
16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of Government. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.
17. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
18.
 - (a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the purchasing Officer to the contractor, be determined and the Department/ Government may



complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by the contractor to Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

- (b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

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

- 19. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for Government (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Government by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Government shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the Government under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the Government under or by virtue of this contract or otherwise to pay and reimburse to the Government all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.
- (b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.
- 20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or Government or any other person authorized by Government and set off against any claim of the Purchasing Officer or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from him under any other contracts.
- 21. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed

and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

- 22. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
- 23. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if Government is convinced of any compelling need for enhancement of rate, it may do so.
- (b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the purchasing Department of Government.
- 24. Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
- 25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
- 26. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. Government will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.
- 27. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.
- 28. (a) The prices quoted should be inclusive of all taxes, duties cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
- (b) In case payment of customs/excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.
- 29. The tenderer will invariably furnish the following certificate with their bills for payment:-
 "Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made thereunder and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder, Certified further that we (or our Branch or agent) (Address)
 are registered as dealers in the State of..... and
 er Registration No.
 for
 purposes of sales tax."



30. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
31. **DELETED**
32. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs. 15 purchased in the Kerala State. Stamp Paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs. 20 (Rs. 15 being the value of the stamp paper and Rs. 5 incidental charges) which may be remitted by money order in advance. A specimen form of agreement is also given in this

Annexure. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

Superscription - Tender No KWA/HO/ITU/03/2020-21 for Annual Maintenance Contract for the MARCH (Monitoring Accounting & Reporting by Centralized HR System) and O&M (KWA Ongoing Bill Monitoring System) software for the period 2021-22 in Kerala Water Authority	
Due date and time for receipt of tender	3.00 pm on 01.03.2021
Date and time for opening of tender	3.30 pm on 03.03.2021
Date upto which the rates are to be firm	02.07.2021
Price of tender form	Rs. 700/-
EMD	Rs. 3,427/-
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent:	Chief Engineer (HRD&GL), Jalabhavan, Vellayambalam, Thiruvananthauram - 695033

Name of Office:

(Name & designation of Purchasing Officer)

Station and date:

SCHEDULE OF MATERIALS

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

Whether samples essential:

Period within which goods should be delivered:

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

Departmental Stores

Other special conditions:



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

This tender is an e-Tender and is being published online for Annual Maintenance Contract for the MARCH (Monitoring Accounting & Reporting by Centralized HR System) and O&M (KWA Ongoing Bill Monitoring System) software for the period 2021-22 in Kerala Water Authority. The tender is invited in **ONE** (strike off whichever is not applicable) 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 timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A). Online Bidder registration process:

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

Bidders may contact e-Procurement support desk of Kerala State IT Mission functioning at Thiruvananthapuram, Ernakulam, Kannur and Malappuram over telephone or through email: etendershelp@kerala.gov.in for assistance in this regard. The contact details are available from the contact us link in the website.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** As mentioned in the tender documents.
- iii. **Publishing of Corrigendum:** All 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. Hard copies of all tender documents and other supporting documents shall be submitted to the tendering authority within three days of opening of the tender. However, the online submitted documents will always supersede the manually submitted hard copies of documents for tender evaluation.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- 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:

- i) Document 1 : Scanned copy of duly filled and signed preliminary agreement prepared in Kerala Stamp Paper worth Rs.200/-
 - ii) Document 2 : Scanned copy of documents to prove eligibility criteria
 - iii) Document 3: The NIT documents of the work downloaded from the website to agree with the tender conditions
 - iv) Document : Any other documents as per the requirement of the tender conditions
 - v) (the number may vary with departments/ PSUs requirement)
- Kerala Water Authority doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

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

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

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

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

D). Tender Fee and Earnest Money Deposit (EMD)

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

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

- i. **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 redirect the bidder to SBT's internet banking page where he can enter his internet banking credentials and transfer the tender fee and EMD amount.
- ii. **National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS):** If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT/ RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT/ RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no. (UTR), 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/ RTGS payment otherwise payment would result in failure in e-Procurement system.

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.

For RTGS the timings that the banks follow may vary depending on the customer timings of the bank branches and settlement from RBI. Bidders are advised to exercise RTGS mode of payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT/ RTGS payment should be done according to following guidelines:

- i. **Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender fee 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 fee 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/RTGS remittance.
- iii. **Only NEFT/RTGS Remittance Allowed:** Account to Account transfers, State Bank Group Transfers (GRPT), Payments from NRE Accounts, SWIFT Transfers or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT/RTGS (for above 2 lakhs payments as per RBI guidelines) transaction only irrespective of the amount and specially instruct the banks not to

convert the payment type to GRPT or any other mode.

- 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/RTGS 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 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 fee and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Chief Engineer (HRD &GI)





KERALAWATERAUTHORITY

E-TENDER NOTICE

The Chief Engineer (HRD&GL),
Jalabhavan,
Vellayambalam,

Thiruvananthauram - 695033 invites competitive **electronic tenders** in ONE from Minimum two years of experience in the development and support of software for Government/Quasi Govt Organizations for the Annual Maintenance Contract for the MARCH (Monitoring Accounting & Reporting by Centralized HR System) and O&M (KWA Ongoing Bill Monitoring System) software for the period 2021-22 in Kerala Water Authority

E-Tender No.	KWA/HO/ITU/03/2020-21
Item and IS number	AMC of MARCH and O&M software for the period 2021-22 in KWA
Last date for uplinking of tender	3.00 pm on 01.03.2021
Opening date	3.30 pm on 03.03.2021
Tender fee in Rupees	Rs. 700/-
EMD amount (in rupees)	Rs. 3,427/-

Tender documents and tender schedule may be downloaded free of cost from the Kerala Government e-procurement website www.etenders.kerala.gov.in. Tender fee and EMD mentioned above should be remitted through online payment mechanism.

The tenders shall be submitted electronically only to the Chief Engineer (HRD&GL), Jalabhavan, Vellayambalam, Thiruvananthauram - 695033 in the method available at the website before the scheduled time

The original /attested copy of all the documents shall be produced within two days of opening of the tender.

Preliminary agreement in the prescribed form in **Rs200/- Kerala Stamp paper** duly signed and sealed shall be uploaded without fail.

The tenders will be opened by the Chief Engineer (HRD&GL), Jalabhavan, Vellayambalam, Thiruvananthauram - 695033 in the presence of the bidders present at the time of opening. The bidders are advised to be present for the opening of tender.

The Tender fee once paid for this tender is not refundable even if the tender is cancelled at any stage or the tenderer fails to upload his tender.

All other conditions same as prevailing in Kerala Water Authority regarding tenders are applicable to this tender also. Further details if required can be had from this office during working hours.

Details of Regional offices of Kerala State IT Mission is available in the website for further technical assistance

08.02.2021

Chief Engineer (HRD & GI)



AGREEMENT

Articles of agreement executed on this the day of between the Chief Engineer (HRD &GI), Kerala Water Authority (hereinafter referred to as "the Chief Engineer") of the one part and Shri. (H.E. 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 the Chief Engineer a tender for the specification therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Chief Engineer a sum of Rs.. as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Chief Engineer.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

- 1. In case the tender submitted by the bounden is accepted by the Chief Engineer and the contract for is awarded to the bounden, the bounden shall withindays of acceptance of his tender execute an agreement with the Chief Engineer incorporating all the terms and conditions under which the Chief Engineer accepts his tender.
- 2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Chief Engineer shall have power and authority to recover from the bounden any loss or damage caused to the Chief Engineer by such breach as may be determined by the Chief Engineer by appropriating the 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.
- 3. All sums found due to the Chief Engineer 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 the Chief Engineer may deem fit.

In witness whereof Shri. (H.E. name and designation) for and on behalf of the Chief Engineer (HRD &GI), Kerala Water Authority and Shri. Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. (date)

In the presence of witnesses:

1..... 2.....

Signed by Shri. (date)

In the presence of witnesses:

1..... 2.....

