
 <b>Kerala Tenders</b>		<b>eTendering System Government of Kerala</b>																	
<b>Tender Details</b>																			
			Date : 16-Mar-2024 12:48 PM																
 <a href="#">Print</a>																			
<b>Basic Details</b>																			
<b>Organisation Chain</b>	Kerala Co-operative Milk Marketing Federation Ltd  KCMMF Ltd Head Office, Pattom, Trivandrum  Quality Control																		
<b>Tender Reference Number</b>	KCMMF/QC/68/2024																		
<b>Tender ID</b>	2024_KCMMF_670732_1	<b>Withdrawal Allowed</b>	Yes																
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Item Rate																
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2																
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No																
<b>Payment Mode</b>	Online	<b>Is Multi Currency Allowed For BOQ</b>	No																
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No																
<b>Payment Instruments</b>		<b>Cover Details, No. Of Covers - 2</b>																	
<b>Online Bankers</b>	<table border="1"> <thead> <tr> <th>S.No</th> <th>Bank Name</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SBI MOPS</td> </tr> </tbody> </table>	S.No	Bank Name	1	SBI MOPS	<table border="1"> <thead> <tr> <th>Cover No</th> <th>Cover</th> <th>Document Type</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Fee/PreQual/Technical</td> <td>.pdf</td> <td>NIT</td> </tr> <tr> <td>2</td> <td>Finance</td> <td>.xls</td> <td>BOQ</td> </tr> </tbody> </table>	Cover No	Cover	Document Type	Description	1	Fee/PreQual/Technical	.pdf	NIT	2	Finance	.xls	BOQ	
S.No	Bank Name																		
1	SBI MOPS																		
Cover No	Cover	Document Type	Description																
1	Fee/PreQual/Technical	.pdf	NIT																
2	Finance	.xls	BOQ																
<b>Other Important Documents</b>																			
S.No	Category	Sub Category	Sub Category Description	Format/File															
1	Certificate Details	Permanent Account Number	Permanent Account Number																
2	Certificate Details	Registration Certificate	Registration Certificate																
3	Certificate Details	Bidders Address Format	Bidders Address Format																
4	Certificate Details	Income Tax Certificate	Income Tax Certificate																
5	Certificate Details	Service tax registration No	Service tax registration No																
6	Financial Details	Annual Turn over certificates from CA	Annual Turn over certificates from CA																
7	Financial Details	B22. P/L and Balance Sheet 2021-2022	P/L and Balance Sheet 2021-2022																
8	Financial Details	B23. P/L and Balance Sheet 2022-2023	P/L and Balance Sheet 2022-2023																
9	Miscellaneous	Miscellaneous Docs	Miscellaneous Docs																
10	Miscellaneous	Work Completed Certificate Copies	Work Completed Certificate Copies																
11	Miscellaneous	Company profile	Company profile																
12	Miscellaneous	Tender documents	Tender documents																
13	Work Details	Works Completed Details	Works Completed Details																
<b>Tender Fee Details, [Total Fee in ₹ * - 1,180]</b>		<b>EMD Fee Details</b>																	
<b>Tender Fee in ₹</b>	1,180	<b>EMD Amount in ₹</b>	50,000																
<b>Fee Payable To</b>	Nil	<b>EMD Exemption Allowed</b>	No																
<b>Tender Fee Exemption Allowed</b>	No	<b>EMD Fee Type</b>	fixed																
		<b>EMD Payable To</b>	Nil																
		<b>EMD Percentage</b>	NA																
		<b>EMD Payable At</b>	Nil																
<a href="#">Click to view modification history</a>																			
<b>Work / Item(s)</b>																			
<b>Title</b>	SERVICE PROVIDER AGENCIES FOR FULFILLMENT OF EPR COMPLAINCE																		
<b>Work Description</b>																			

	TENDER FOR HIRING SERVICE PROVIDER AGENCIES FOR FULFILLMENT OF EPR COMPLIANCE ON BEHALF OF KCMMF AFFILIATED REGIONAL UNIONS UNDER PLASTIC WASTE MANAGEMENT RULES 2016 AS AMENDED FROM TIME TO TIME				
<b>Pre Qualification Details</b>	AS INDICATED IN TENDER DOCUMENT				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Tender Stage to disclose bid details to other bidders/public domain</b>	No				
<b>Tender Value in ₹</b>	1,50,00,000	<b>Product Category</b>	Miscellaneous Services	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	90	<b>Period Of Work (Days)</b>	90
<b>Location</b>	THROUGH OUT KERALA	<b>Pincode</b>	695004	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	THIRUVANTHAPURAM
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	16-Mar-2024 02:00 PM	<b>Bid Opening Date</b>	02-Apr-2024 02:00 PM
<b>Document Download / Sale Start Date</b>	16-Mar-2024 02:00 PM	<b>Document Download / Sale End Date</b>	01-Apr-2024 02:00 PM
<b>Clarification Start Date</b>	16-Mar-2024 02:00 PM	<b>Clarification End Date</b>	01-Apr-2024 02:00 PM
<b>Bid Submission Start Date</b>	16-Mar-2024 02:00 PM	<b>Bid Submission End Date</b>	01-Apr-2024 02:00 PM

**Tender Documents**

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

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
		1	BOQ	BOQ_1043776.xls	BOQ

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	muruganvs@milma.com	Murukan VS	MURUKAN V S
2.	bilssy@milma.com	Bilssy Devi O.B.	BILSSY DEVI O B
3.	jacksonk@milma.com	Jackson Koshy	Jackson Koshy

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Show Bid Details in Public Domain stage</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	H	<b>Form Based BoQ</b>	No

**Tender Inviting Authority**

<b>Name</b>	MANAGING DIRECTOR
-------------	-------------------

<b>Address</b>	KCMMF LTD MILMA BHAVAN PATTOM PO THIRUVANTHAPURAM
<b>Tender Creator Details</b>	
<b>Created By</b>	Murukan VS
<b>Designation</b>	Manager
<b>Created Date</b>	16-Mar-2024 12:36 PM



**KERALA CO-OPERATIVE MILK MARKETING FEDERATION LIMITED  
MILMA BHAVAN,PATTOM. P.O ,THIRUVANANTHAPURAM-4, KERALA**

**PHONE : 0471 2786436, 2786424 E-mail : [marketing@milma.com](mailto:marketing@milma.com)**

**GST No:32AAAAK5375M3ZE (KCMMF)**

**BID REF No: KCMMF/QC/68/2024 dated 16.03.2024**

**TENDER FOR HIRING SERVICE PROVIDER/AGENCIES FOR  
FULFILLMENT OF EPR COMPLAINE ON BEHALF OF KCMMF/  
AFFILIATED REGIONAL UNIONS UNDER PLASTIC WASTE  
MANAGEMENT RULES 2016 AS AMENDED FROM TIME TO TIME**

## TABLE OF CONTENTS

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NUMBERS</b>
1	Bid form	3
2	Points bidders should bear in mind	4
3	E-tender notice	5
4	General tender terms & conditions for e-procurement	6 - 9
5	General terms and conditions including other terms and conditions	10 - 24
6	Pre -Qualification bid format (Annexure-I)	25-26

**BID FORM**

1	Registered name of bidder	
2	Address	Office Address :
3	Telephone	Land Phone : Mobile : E - mail : Fax :

## **POINTS BIDDERS SHOULD BEAR IN MIND**

### **BIDS ARE INVITED IN ACCORDANCE WITH E-TENDER PROCEDURES OF GOVT OF KERALA.**

1. Bids not accompanied by bid security (Earnest Money Deposit) shall be summarily rejected.
2. Non-compliance with even a minor pre-qualification requirement should be specifically stated by the bidders in the given format (annexure-i / schedule 1).
3. Bidders should furnish their complete address for the purpose of further correspondence pertaining to bidding document.
4. Negligence of the bidder in preparing bid confers no right to withdraw the bid after it was opened.
5. Conditions, schedules etc. of bidding document constitute an integral part of the bid
6. All the bids, along with enclosures should be in english only.
7. In the case of pre-qualification bid, all the bidders should upload data and the scanned copies of required documents in the given format (annexure-i / schedule 1). Also submit a set of the hard copy of the required documents along with duly signed copy of bid document from page no.1 to 15 by hand to Managing Director, KCMMF Ltd.Milma Bhavan,Pattom Palace,TVM. Rate shall be uploaded in price bid cover only and no manual submission of this data permitted.
8. Bids should be kept valid for acceptance for a period of **90 days** from the day bids are opened.
9. The bidding document shall be governed and interpreted according to the laws of the union of India. Managing Director, Kerala Cooperative Milk Marketing Federation Ltd, reserves the right to accept or reject any or all bids without any explanation to bidders.

### **BIDDERS ARE REQUESTED TO SUBMIT THEIR OFFER IN BOTH**

1. PRE-QUALIFICATION BID FORMAT
2. PRICE BID

**ORIGINAL OF ALL THE DOCUMENTS REQUESTED IN THE TENDER SHOULD BE SUBMITTED IF REQUIRED BY US.**

**KERALA CO-OPERATIVE MILK MARKETING FEDERATION LIMITED  
MILMABHAVAN ,PATTOM PALACE,TVM.**

**E-TENDER NOTICE**

Kerala Co-Operative Milk Marketing Federation Limited invites e-tender for **Hiring service provider/agencies for fulfillment of EPR compliance on behalf of KCMMF/ AFFILIATED REGIONAL UNION under plastic waste management rules 2016 as amended from time to time.** Interested eligible bidders may obtain further information from the office of the Managing Director, KCMMF Ltd.,Milma Bhavan, Pattom Palace ,TVM. Ph.No. 0471 2786436, 424

The bid will be in two cover system and both pre-qualification and price bids shall be submitted in two cover. The price bid of those who qualify in the pre-qualification bid only will be opened.

Detailed terms and conditions, scope of work etc. as indicated in the invitation to bid are contained in the bidding document of the above work.

Bid reference	: <b><u>KCMMF/QC/68/2024 dated 16.03.2024</u></b>
Tender download	: Can be downloaded from the website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
EMD	: Rs. 50,000.00
Price of bidding document	: Rs. 1,180.00
Bid publish date	: 16.03.2024 at 02.00 pm
Bid download start date and time	: 16.03.2024 at 02.00 pm
Clarification start date and time	: 16.03.2024 at 02.00 pm
Clarification end date and time	: 01.04.2024 at 02.00 pm
Pre-bid meeting	: NA
Bid submission start date and time	: 16.03.2024 at 02.00 pm
Bid submission closing date and time	: 01.04.2024 at 02.00 pm
Date and time of opening bid	: 02.04.2024 at 02.00 pm
Address for communication	: The Managing Director, KCMMF Ltd. Milma Bhavan, Pattom Palace,TVM
Place of bid opening	KCMMF Ltd, TVM.
Bid Validity	: 90 days from 16.03.2024

Trivandrum  
Date: 16.03.2024

MANAGING DIRECTOR



## **General Tender Terms and Conditions for e-Procurement**

This tender is an E-Tender and is being published online for hiring service provider/agencies for fulfillment of EPR compliance on behalf of KCMMF/ AFFILIATED REGIONAL UNION under plastic waste management rules 2016 as amended from time to time. The tender is invited in two cover system from the registered and eligible firms or through individuals 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](http://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](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://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

E-mail: [etendershelp@kerala.gov.in](mailto: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](http://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:** No pre-bid meeting for this tender.
- iii. Publishing of Corrigendum:** All corrigendum shall be published on [www.etenders.kerala.gov.in](http://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 (clause No.3, Instruction to Bidders) of [www.etenders.kerala.gov.in](http://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 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 1 COVER OR 2 COVER TENDER SYSTEM):

---

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

AS MENTIONED IN GENERAL TERMS AND CONDITIONS.

---

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). Earnest Money Deposit (EMD)**

The bidder shall pay Earnest Money Deposit or bid security of Rs.50,000/-. The bid security is required to protect the purchaser against risk of bidder's conduct, which would warrant the forfeiture of security.

**Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender document fees and EMD are remitted as one single transaction. In case the bidder fails to furnish the required amount of EMD, the offer will be rejected

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

**State Bank of India Multi Option Payment System (SBI MOPS Gateway):** Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e-Procurement System. Such as, **A) Internet Banking Options (Retail)**-with banks associated & **B) Internet Banking Options (Corporate)** – Banks associated.

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 proceed 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.

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

**E). SUBMISSION PROCESS:**

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Pre- qualification bid and financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

For page-by-page instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://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.**

---

## GENERAL TERMS & CONDITIONS

**Tender for hiring service provider/agencies for fulfillment of EPR compliance on behalf of KCMMF/ AFFILIATED REGIONAL UNION under plastic waste management rules 2016 as amended from time to time.**

### Eligibility and qualification requirements.

1.1 Bidders shall provide satisfactory evidence to Kerala Co-operative Milk Marketing Federation Limited regarding their eligibility, capacity, quality and adequacy of resources to carry out the contract effectively. To this end, all bids submitted shall include the following information.

a) Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership or if a joint venture, of each party there to constituting the bidder.

b) The firm should have transferred 35% of estimated quantity of Online plastic credit certificates from CPCB registered PWPs for any of the plastic waste category to PIBOs through CPCB online EPR portal in the last three financial years including current financial year 2023-2024. Documents to be submitted along with the bid - Copy of Certificate of PIBOs/PWPs Letter head with following details.

1. Name of PIBO
2. Name of PWP
3. Quantity Transferred
4. Transaction ID
5. Date

c) The Firm should have at least 1 no of valid agreement with CPCB registered Plastic Waste Processors (PWPs) as on original date of closing of bid. In case, bidder is a registered PWP, then the bidder shall submit a copy of the registration certificate with CPCB.

In case, bidder is other than PWP then bidder shall submit a copy of at least one number of agreement between the firm (bidder) and CPCB registered PWPs for transferring plastic credit certificates to the PIBOs.

- d) The firm should have a minimum 2 (Two) Crore Rupees Turn over in the last three financial years. The tenderer shall submit copies of Audited Balance Sheets and Profit & loss account of the last three Financial year duly certified by a Chartered Accountant.

## **OTHER TERMS AND CONDITIONS**

### **(i) Rates**

1. The bidder has to quote the rates as per offer form.
2. The rates quoted and uploaded in BOQ should be of “all inclusive and FOR Dairies/Units”. (Location of the Units: - Thiruvananthapuram, Kollam, Pathanamthitta, Alappuzha, Kottayam, Ernakulam, Thrissur Palakkad, Kozhikode, Wayanad, Kannur, Malayora Dairy & Kasaragod).
3. The rates quoted/accepted against this e tender shall be valid for a period mentioned in the contract.
4. KCMMF reserves right to enhance contract period beyond the original period solely for operational reasons on the same rates, terms and conditions.

### **(ii) Scope of Work**

1. Providing services/technical support for Renewal / re-registration of CPCB certificate (if required) on the CPCB’s EPR portal to ensure compliance with the EPR regulations for plastic waste management rule 2016 and amended thereof as and when required. Any fee required to be paid to CPCB for Renewal/ re-registration of CPCB certificate shall be separately paid by KCMMF.
2. Fulfillment of EPR compliance targets by transferring EPR credit certificates of desired category in favour of KCMMF/ its affiliated Regional Unions/ Units from CPCB registered PWPs on CPCB’s EPR portal. Annual quantity of plastic credit certificates to be transferred has been mentioned in NIT. Service provider/agency shall arrange transferring of plastic credit certificates of 100% quantity before completion of the contract.

3. Providing technical support / training to KCMMF / its affiliated Regional Unions / Units staff for uploading of plastic procurement invoices on CPCB's EPR portal as and when required. Approximate numbers of man days have been mentioned in the tender document.
4. Providing services/ technical support for filing annual return on behalf of KCMMF/ its affiliated regional Unions/ Units on CPCB's EPR portal. Any fee required to be paid to CPCB for Annual return filing shall be separately paid by KCMMF.
5. In case of minor modification/change required in existing scope of work due to revised guidelines by CPCB requiring, the service provider / agency shall execute the work according to revised guidelines issued by CPCB at the same rates.

**(iii) Service Provider / Agency Fee, Charges and Security Deposit:**

1.	Period of contract & agreement	The tenure of this contract shall be for a period 3 months for FY 2023-24. The sole objective of the tender is to be complete all activities mandated by CPCB as mentioned in the scope of work of this tender. In case of time limit for completing any of the activity is changed due to revised guidelines of CPCB, the period of the contract and agreement shall be changed accordingly.
2	Payment to Service Provider / Agency	In consideration of the award of the work, the Service provider / Agency will be paid by KCMMF/ its affiliated Regional Unions/ Units after submission of invoice of work completed. Following documents, as the case may be, shall be submitted along with the invoice:  (i) In case of payment for service / technical support towards renewal of

		<p>CPCB Certificate on the EPR portal of CPCB, proof of the same to be submitted.</p> <p>(ii) In case of transfer of EPR credit certificate from PWP to KCMMF / its affiliated Regional Unions / Units; certificate from PWP to be submitted.</p> <p>(iii) In case of technical support / training to the concerned personnel at KCMMF/ its affiliated Regional Unions / Units for uploading plastic procurement invoice on CPCB's EPR portal certified by the concerned officer at the Unit.</p> <p>(iv) In case of payment for service / technical support towards annual return filing on CPCB portal; evidence of the same to be submitted along with invoice.</p> <p>Note: Quantities mentioned in the tender are tentative and may vary as per requirement of KCMMF. However payment shall be made on the basis of actual work completed by the service provider / agency. The service provider / agency shall not make any claim in case of less quantities are offered by KCMMF due to any reason.</p>
3	Penalty for non compliance	In case of Service provider/Agency fails to provide service as per scope of work, following penalty shall be imposed and realized from the service provider/agency



		<p>by KCMMF:</p> <p>(i) Failing to provide service/technical support towards renewal of CPCB certificate within stipulated time – Amount equivalent to the penalty imposed by CPCB.</p> <p>(ii) Failing to fulfill EPR compliance targets of transferring plastic credit certificates.</p> <p>(iii) Failing to provide technical support / training for uploading of procurement invoices on CPCB portal to KCMMF Team – Rs.100 per day, if technical support/training not provided within 72 working hours of demand initiated from KCMMF/ its affiliated Regional Unions/ Units side.</p> <p>(iv) Failing to provide service / technical support towards filing Annual Return within stipulated time – Amount equivalent to the penalty imposed by CPCB.</p>
4.	Schedule of payment of fee	Service Provider / Agency shall submit invoice within 10 days of completion of work enabling KCMMF / its affiliated Regional Unions/ Units making payment.
5.	Security Deposit	The Service Provider / Agency shall furnish to KCMMF a Security Deposit of 5% of contract value within 15 days from the date of issue of Letter of Award (LOA). Security Deposit shall be paid in the form of Bank NEFT/RTGS/Draft/Banker's

		Cheque/Bank Guarantee only.
6	Refund of Security Deposit	The Security Deposit will be refunded to the Service Provider/ Agency after necessary adjustment regarding dues etc., if any, on completion of three months after expiry of the contract including extension period(s) given, if any. No interest shall be payable on the Security Deposit by KCMMF for the period.

**(iv) Other Conditions**

1.	Commencement of the Services	After selecting the successful Bidder, KCMMF shall issue a Letter of Award (LOA) to the selected bidder. On receipt of the LOA, the successful bidder shall submit letter of acceptance along with Security deposit within 15 days from the date of LOA. Failure of the successful bidder to adhere to the above timelines shall be regarded as a breach of terms and conditions contained in this Bid document and render him liable for termination of contract and debarment from participating in the future tenders/projects of KCMMF for a period of three years. In such case, the EMD remitted will be forfeited.
2.	Exit by KCMMF	KCMMF may exit from the contract at any time after commencement of services by giving one month notice. In that case, the SD will be refunded after adjusting

		outstanding, if any.
3.	Termination of Services for poor performance	Notwithstanding anything contained above the dues, KCMMF may terminate the contract for poor performance and breach of terms and conditions of the contract, by giving 15 days notice.

4.	Exit by Service Provider/ Agency without notice	<p>If scope of work / activity so revised by CPCB is not workable, the agency may exit by giving three months notice.</p> <p>Exit by Service Provider/Agency without notice shall be treated as breach of terms and conditions and Service Provider/Agency will be terminated with forfeiture of all deposits including SD and debarment for a period of Three years.</p>
5	Labour Laws	<p>The Service Provider/Agency shall comply with the provisions of all labour legislations' including the requirements of:</p> <ul style="list-style-type: none"> <li>(i) Payment of Wages Act</li> <li>(ii) Employee's Compensation Act</li> <li>(iii) Shops and Establishment Act</li> <li>(iv) PF &amp; ESI Acts</li> <li>(v) Child Labour (Prohibition and Regulation) Act, 1986.</li> <li>(vi) Contract Labour (R&amp;A) Act, 1971</li> <li>(vii) Minimum Wages Act, 1948</li> <li>(viii) Goods and Services Tax Act, 2017.</li> <li>(ix) Any other relevant law applicable</li> </ul>

		<p>to this work</p> <p>The KCMMF will not accept any responsibility for the loss/damage/injury (including death) caused to the Agency /Service provider or to the personnel engaged by him in the process if rendering services under this contract and no claim / compensation will be entertained in this regard.</p>
6.	No unlawful/ illegal activity	The Service Provider/Agency and/or its staff shall not carry on any unlawful, immoral or illegal activity at KCMMF's premises/Offices. It is clarified that if the Agency/Service provider suffers any loss or damage on account of the Service Provider / Agency being restrained by KCMMF or any other competent authority for indulging in such illegal activities or any contravention of any law, the Service Provider/Agency shall not be entitled to any compensation whatsoever.
<b>Record Keeping, information sharing and Compliance of Instructions.</b>		
7.	Maintenance of proper records	The service Provider / Agency shall maintain proper and full records viz., accounts, vouchers, invoices/bills, tax etc. pertaining to activities mentioned in the scope of work and make it available for inspection by KCMMF/ its affiliated Regional Unions/ Units . KCMMF at their discretion may call for any record to satisfy them regarding operation of the Contract

		and service provider/agency will provide every help failing which it may amount to breach of condition of the Service Provider/ Agency.
8.	Compliance of Instructions	The Service Provider/Agency shall comply with any other instructions issued by KCMMF from time to time as may be necessary to ensure better services.
9.	Sharing of Information with KCMMF	The Service Provider / Agency shall furnish all information, record, etc, Within desired period of time as may be required by the KCMMF from time to time, failing which, the KCMMF reserves the right to impose suitable penalties on the Agency/Service Provider including termination of the Agreement.
10.	Indemnity by contractors	The Service Provider /Agency shall at all times indemnify and save harmless the KCMMF from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the KCMMF by reason of any act or omission of the Agency / Service Provider, his agents or employees, in rendering services under the contract or in his guarding of the same.
11.	Jurisdiction of Court	The agreement shall be subject to the exclusive jurisdiction of the courts at Thiruvanthapuram Only.

12.	Payment if taxes/Due	The Service Provider/ Agency will be liable of payment of all taxes/duties; Goods & Service tax (GST) and other liabilities in respect of the business.
13	Liability for compensation / damages	The Service Provider / Agency shall accept liability for compensation / damages under the Consumer Protection Act or any other law in respect of any negligence, act/omission of the Agency/ Service provider, his workmen, servants and agents
14	General	KCMMF reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment / changes.  Further, KCMMF reserves the right to extend or reduce the time stipulated in any clause in the tender/ contract conditions herein above, in order to meet operational exigencies. The decision of the KCMMF in this regard shall be final.

**(v) Obligations and Rights of Agency / Service Provider**

1.	Relation of Service Provider/ Agency's labour	The employees, contractors, sub contractors of the Service Provider/Agency will not be in any contractual relation with KCMMF.
2.	General Liability of any person	The Service Provider/Agency will bear the cost, throughout the term of the Contract, for a comprehensive general liability

		insurance covering injury to or death or any person(s) occurring in the course execution of this contract, including death or injury caused by the negligence of the Service Provider / Agency or the Service Provider/ Agency's failure to perform its obligation under the agreement, KCMMF will not be held responsible for any payment of compensation in this regard.
3.	Execution of agreement	The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.200/- before commencement of services. Till then the letter of award, letter of acceptance and terms & conditions of Tender document shall be binding and form part of the agreement between KCMMF and the Service Provider/ Agency.
4.	Liability of KCMMF	The KCMMF will not be liable for any liability arising under the labour laws or any other Law of the land, by the Service Provider/ Agency.
5.	Notice by Courier/ Registered AD/e-mail	Any notice in terms of this Contract by either party will be given at the address stated herein above by Courier/Registered AD post unless a different address as been intimated in writing against receipt. Upon the receipt of any other notice order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) in respect of provision of this contract payable in whole or in part by one Party

		hereto, the other party shall immediately deliver a copy of the necessary document, to that party.
6	Entitlement of compensation	In case of Service Provider/ Agency suffers any loss on account of his being restrained by the KCMMF or any competent authority for indulging in illegal activities or any contravention of any law , service provider / agency shall not be entitled to any compensation whatsoever.
7.	Breach of any terms and conditions of the agreement	In the event of any breach of the said terms and conditions of the agreement, the KCMMF shall be entitled to forfeit the whole or the part of the Security Deposit/EMD besides terminating or revoking the Agreement. The Agency may also be debarred from participating in the future tenders/projects of KCMMF for a period of Three years.
8.	Termination of Agreement on other events of default	The KCMMF shall also be entitled at any time forthwith to terminate the Contract without notice in any of the following events, that is to say:  (a) In the event of the Service Provider/ Agency being convicted by a court of law under the provisions of criminal procedure code or any other law.  (b) In the event of the Service Provider/Agency being a proprietor or, if a firm, any partner in the Contractor firm being at any time be adjudged



		<p>insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter in to any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the Partnership Act or, in the event of Agency / Service Provider being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily.</p> <p>(c) Repudiation of agreement by Service Provider/Agency or otherwise evidence of intention not to be bound by the agreement.</p> <p>(d) Failure to adhere to any of the due dates of payment specified in the terms and conditions, if any. Immediately on the determination of this agreement the Service Provider / Agency shall peacefully vacate the premises and handover to the KCMMF administration all articles in the custody or possession of the Service Provider/ Agency and shall remove all his stores and effects from the said premises, if applicable. In default the KCMMF shall be entitled to enter and take possession of the said premises and to lock up the same or remove articles of</p>
--	--	---

		<p>the Service Provider/ Agency that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damage, and all expenses incurred in connection therewith, shall be deducted by KCMMF from the sale proceeds or from the Security Deposit or pending bills of the Service Provider/Agency.</p>
--	--	--

**(vi) Consequences of Default:**

1.	Consequence of failure to start the services	<p>In the event of failure to execute the work as mentioned in the letter of award/commencement of services, KCMMF reserves the right to annul the Contract and forfeit the Security Deposit, Pending Payment, if Any, in the whole or part thereof as provided under terms and conditions of the contract. The Contractors shall also be debarred from participating in the future tenders/projects of KCMMF for a period of three years. The decision of KCMMF will be final and binding in this regard.</p>
2.	Notice for termination	<p>In case of any event of default having occurred, it shall be lawful for the KCMMF any time thereafter to terminate the Contract agreement and forfeit the Security Deposit, subject to having given fifteen (15) days prior notice to the service provider/agency in writing to remedy or make good such</p>

		breach and in spite of such notice the service provider/agency having failed to remedy the breach.
--	--	--

**(vii) Force majeure:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts or public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance , and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the KCMMF as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

## Annexure 1

**Tender for hiring service provider/agencies for fulfillment of EPR compliance on behalf of KCMMF/ AFFILIATED REGIONAL UNION under plastic waste management rules 2016 as amended from time to time.**

Item No.	Description of Work	Qty.	Unit	Per unit rate excluding taxes in figures (Rs)	Per unit rate excluding taxes in words (Rs.)	GST (%)
1.	Fulfillment of EPR compliance targets by transferring plastic credit certificates (Cat-11) in favour of KCMMF/ AFFILIATED REGIONAL UNION/UNITS from CPCB registered PWPs on CPCB's EPR portal	779.19	Metric Ton			
2.	Fulfillment of EPR compliance targets by transferring plastic credit certificates (Cat-11) in favour of KCMMF/ AFFILIATED REGIONAL UNION/UNITS from CPCB registered PWPs on CPCB's EPR portal	3086.59	Metric Ton			

3	Fulfillment of EPR compliance targets by transferring plastic credit certificates (Cat-111) in favour of KCMMF/ AFFILIATED REGIONAL UNION/UNITS from CPCB registered PWPs on CPCB's EPR portal	38.59	Metric Ton			
4	Providing technical support / training for uploading of procurement invoices on CPCB's EPR portal/ Providing services / technical support for filing Annual Return. Providing services/technical support for Renewal / Re-registration of CPCB certificate of KCMMF/ its affiliated Regional Unions/ Units.	16	Man – days			

Note:

- (i) Quantities motioned in offer form are tentative and may be changed according to the requirement of KCMMF/ AFFILIATED REGIONAL UNION/UNITS. Payment will be made on the basis of actual quantity executed.
- (ii) Quantities of EPR compliance targets are inclusive of both (Cat-I , Cat-II & Cat 111) type of plastic. Bifurcation of both type of plastic shall be intimated during execution of the contract.
- (iii) Fee required to be paid to CPCB for item no.4 above (if any) shall be separately paid by KCMMF.

- (iv) For item No.4 above, the work of uploading of procurement invoices on CPCB's EPR portal shall be carried out by KCMMF/ its affiliated regional Unions/ Units. However, in case any problem is faced during uploading process, the service provider/agency shall provide technical support/training to the staff of KCMMF/ its affiliated Regional Unions/ Units.
- (v) In item No.4 above, one man-day shall be counted as one person for 8 hrs of working/technical support/training.
- (vi) The E-tenders received will be evaluated by the KCMMF as mentioned in Instructions to tenderers.
- (vii) Goods & Service tax (GST) as applicable is including in bidding price as per applicable rates.
- (viii) L1 shall be decided on the basis of grand total of the cost (i.e. quoted per unit rate X quantity) of four items mentioned in the offer form as above.
- (ix) We have 16 units under KCMMF/ its affiliated Regional Unions/ Units and the tender is invited for the totla quantity required for all the units. Individual details will be mentioned in the LOA.