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THIRUVANANTHAPURAM REGIONAL CO-OPERATIVE MILKPRODUCERS' UNION LTD.

KSHEERA BHAVAN, PATTOM, THIRUVANANTHAPURAM -695 004

Phone Nos. 2558850, 2446845 Fax: 2449567, E-mail ID - trcmpuproj@gmail.com

NOTICE INVITING TENDER

The Managing Director, Thiruvananthapuram Regional Co-operative Milk Producers Union Ltd (TRCMPU Ltd) invites online bids from reputed Manufacturers / Authorized dealers for Supply of Bottle Filling Machineries at Thiruvananthapuram Dairy.

1.	Tender Notice No. & Date	739/TRU/PC/2024/352 Dated 14.01.2025
2.	Item of Work	Retender for Supply of Bottle Filling Machineries at Thiruvananthapuram Dairy.
3.	Specification	Attached
4.	Estimated Amount	Rs : 60 Lakhs
5.	Bid Submission Fee	Rs: 1000/-
6.	Earnest Money Deposit	Rs: 60000/-
7.	Date and Time of Publication of e- tender.	14/01/2025, 2.30 PM
9.	Date of Submission of e-tender	14/01/2025, 2.30 PM to 22/01/2025, 2.30 PM
10.	Date and time of opening of e-tender	23/01/2025, 2.30 PM
11.	Place of Opening	TRCMPU Ltd., Ksheerabhavan, Pattom Thiruvananthapuram-695004.
12.	Bid Validity	90 Days
13.	Warranty	12 months warranty from the date of commissioning.
14.	Completion Period	Within 30 days from the date of Confirmed order.


MANAGING DIRECTOR

Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for work / supplying of equipment as mentioned in the Invitation to bid. The tender is invited in two cover system from the registered and eligible manufacturers / suppliers through e-procurement portal of Government of Kerala (<http://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 Bidders 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 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-

273294 or through e-mail: etendershelp@kerala.gov.in or helptender@gmail.com 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 from the date & time of publication of e- tender, till the last date & time for online submission of e-tender. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document. Downloading of tender documents will not be possible after the date specified above.

ii) **Pre-bid meeting:** Refer page 3 of the tender document

iii) **Publishing of Corrigendum:** All corrigendum 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 to 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:** Technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualification. All documents in support of technical qualification shall be submitted online as well as offline within the due date and time. Failure to submit the documents 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 bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in the critical date section.

C) Documents comprising bid:

i) **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.

A. Copies of original documents 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. Copies of Sales tax & service tax registration certificate.
- C. Details of experience and past performance of the bidder (or of each party to a joint venture) on works of similar nature, and details of current work in hand and other contractual commitments shall be submitted. Customer's full address, contact persons, contact telephone number and e-mail ID are to be furnished.
- D. The bidder shall furnish a copy of the Income tax Returns for the previous year in original or certified true copies.

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 as given in the Tender Inviting Notice. 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:

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidder are required to avail Internet banking facility in any of the below banks for making tender remittances in e-Procurement system.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	29	Janata Sahakari Bank
2	Axis Bank	30	Karnataka Bank
3	Andhra Bank	31	Karur Vysya Bank
4	Bandan Bank	32	Kodak Mahindra Bank
5	Bank of Bahrain and Kuwait	33	Lakshmi Vilas Bank
6	Bank of Baroda	34	Mehasana urban Co-op Bank
7	Bank of India	35	NKGSB Co-operative Bank
8	Bank of Maharashtra	36	Oriental Bank of Commerce
9	Bassein Catholic Co-operative	37	Punjab and Maharastra Co-operative Bank
10	BNP Paribas	38	Punjab National Bank
11	Canara Bank	39	Punjab and Sind Bank
12	Catholic Syrian Bank	40	RBL Bank
13	Central Bank of India	41	Saraswat Cooperative Bank
14	City Union Bank	42	Shamrao Vithal Cooperative Bank
15	Corporation Bank	43	South Indian Bank
16	Cosmos Bank	44	Standard Chartered Bank
17	DCB Bank	45	State Bank of India
18	Dena Bank	46	Syndicate Bank
19	Deutsche Bank	47	Tamilnadu Mercantile Bank
20	Dhanalaxmi Bank	48	Tamilnadu Cooperative Bank
21	Federal Bank	49	The Kalyan Janatha Sahakari Bank

22	HDFC Bank	50	TJSB Bank(erstwhile Thane Janata Sahakari Bank)
23	ICICI Bank	51	UCO Bank
24	IDBI Bank	52	Union Bank of India
25	Indian Bank	53	Vijaya Bank
26	Indian Overseas Bank	54	YES Bank
27	Indus Ind Bank	55	United Bank of India
28	Jammu & Kashmir Bank		
B)			
1	Bank of Baroda	19	Karur Vysya Bank
2	Bank of India	20	Kodak Bank
3	Bank of Maharashtra	21	Lakshmi Vilas Bank
4	BNP Paribas	22	Oriental Bank of Commerce
5	Canara Bank	23	Punjab and Maharastra Coop Bank
6	Catholic Syrian Bank	24	Punjab and Sind Bank
7	City Union Bank	25	Punjab National Bank
8	Corporation Bank	26	RBL Bank
9	Cosmos Bank	27	Shamrao Vithal Cooperative Bank
10	Deutsche Bank	28	South Indian Bank
11	Development Credit Bank	29	State Bank of India
12	Dhanalaxmi Bank	30	Syndicate Bank
13	Federal Bank	31	UCO Bank
14	HDFC Bank	32	Union Bank of India
15	ICICI Bank	33	UPPCL
16	Indian Overseas Bank	34	Vijaya Bank
17	Janata Sahakari Bank	35	Axis Bank
18	Jammu & Kashmir Bank		

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the terms and condition page. On furtherer submitting the same, the e- Procurement system will redirect the bidder to MOPS Gateway, where two options, mainly SBI and *other banks** will be shown. Here, bidder may proceed as per below.

(a) SBI Account holders shall click SBI option to with its Net banking facility, where bidder can enter their internet banking credentials and transfer the tender fee and EMD amount.

(b) Other bank account holders may click **other banks** option t view the bank selection page. Here bidder can select from any of the 54 banks to proceed with its net banking facility, for remitting the tender payments.

*Transaction charges for other banks vide SBI Letter No. LHO/TVM/AC/2016- 17/47- 1% of transaction value subject a minimum of Rs.50/- and maximum of Rs.150/-

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 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.

TECHNICAL SPECIFICATIONS

SCOPE OF WORK:

Work includes, design supply, installation and commissioning of Bottle filling machine for bottling Milk in PET bottles at Thiruvananthapuram Dairy as per technical specification mentioned herewith.

FUNCTIONAL REQUIREMENTS:

Machineries are required for Filling, Sealing, Capping and further packing the bottles of Milk in bundles of fixed quantity.

Product : Toned milk -

Filling volume: 1000 ml

Bottle material: PET

Bottle size :

Weight	Height	Body Dia.	Neck ID	Neck OD	Finish Height
54 gm	218.5 mm	87 ± 1.2 mm	36 ± 0.25 mm	38 ± .25 mm	235 ± 1.2 mm

Note: the size of bottles may slightly vary.

1. DESIGN REQUIREMENTS

Filling and packing line capacity: 40 Bottles per minute (BPM) (Minimum)

Total operation of filling, sealing, capping and further packing of Milk Bottles shall be divided into Primary and Secondary line of Equipments. Equipments shall be as below.

Primary line :

1. Turn table
2. Water Jest Cleaning with air purging unit
3. Bottle Filling
4. Capping
5. Induction sealing
6. Date Coding machine
7. Fixed table

Secondary Line:

1. Shrink Tunnel with manual matrix loading
2. Conveyor to cold Store

Primary Line of Equipment

1 Turn Table

- The turn table shall hold and guide the empty bottle to Cleaning Machine Conveyor. Bottles will be kept on turn table manually.
- Size shall be 60" diameter or higher, suitable enough to hold at least 200 bottles at a time.
- Height shall be compatible to the entire unit.
- Speed of rotation in the turn table shall be uniform but shall be adjustable to suit the speed of the entire filling line. VFD shall be provided to adjust the speed

2 Automatic Linear 6 head Bottle Washing

- Suitable for bottle Material: HDPE/PET/PP Bottle with Maximum bottle Diameter: 120 mm,
- 2.5 meter conveyor with VFD and automation.
- 6 Line Liquid/ air jet nozzles for flushing PLC controlled system.
- Motorized tilter with accurate stopping.
- Food grade SS 304 Pump with hopper of 50 litres and bypass valve.
- Function: Washing and drying milk bottles to remove dust / dirt, contaminants, and water droplets and drier unit to remove any moisture content. .

3. Automatic Bottle Filling Machine

- 6 head or suitable Servo Pump operated filling system with anti- drip, diving nozzles to avoid foaming during filling.
- Separate 6 Nozzle filling system.
- Capable of handling viscous and free flowing liquids
- Diving nozzle with adjustable depth for different containers to avoid spillage and foaming of the product during filling.
- Height adjustment for different size of containers.
- Anti-Drip shut off nozzle system electro polished inside to avoid post filling drip.
- Filling range 500-1000 ml without change parts.
- SS 304 machine body and contact part in SS 316.
- SS TC clamp fittings for easy maintenance and quick changeover. SS 316 GEAR PUMP based mechanism controlled by servo drive. Multiple SKU option in HMI. CIP with steam compatible.
- Can set volumes in HMI without any mechanical adjustment.
- SS control panel with HI- frequency PLC, with over load relays for motors, MCB's
- Filling accuracy: $\pm 0.3\%$ on volume
- Filling head height shall be adjustable
- Hoses shall be food grade, silicon braided.

- Suitable provision to do CIP cleaning shall be available. Hose and all other connectors shall be able to withstand temperature up to 100°C.
- Suitable SS tray shall be provided to channel the product or CIP fluid to outside in case of any spillage or leak.
- No bottle- No Filling interlock shall be available
- 4 meter SS304 conveyor and adjustable guide rods for different containers.
- Single bottle stopper system for stopping bottles during filling.
- SS body sensor which can withstand highly corrosive material and senses both pet and glass bottles.
- Complete automation for bottle stopping releasing mechanism.
- No bottles no fill provision with "stop release" automation

4. Automatic Screw Capping

- Auto 4 head screw capping machine with 3 meters conveyor, vfd, one set of change part. Extra change part if required
- Bottle cap tightening machine for tightening of screw-threaded caps on Pet Jars with change parts as required for the capacities mentioned.
- The Bottle Cap Tightening Machine shall be of automatic type for tightening caps of different sizes, to be filled by the automatic filling machine.
- Speed shall be variable to synchronize with the variable speed of the filling machine. Material of construction shall be of SS 304.
- The filled bottles moving on the conveyor are fed into an infeed star wheel which further leads to a cam operated indexer where the bottle picks up cap from the delivery chute of the Auto Cap feeder and then to the cap pusher and tightening heads.
- The machine shall be equipped with semi auto cap feeder for continuously feeding cap for the online operation. Caps will be manually dumped into the hopper of the cap feeder having sufficient capacity, more over the mouth opening shall be properly closed after dumping.

5. Automatic Linear Induction sealing Machine

- Induction Sealing machine with 1.5 meter conveyor and vfd.
- Induction Sealing Machine shall be designed for induction sealing of wads/ Aluminium foil on HDPE/PET Jars/Bottles.
- Induction sealing shall take place after tightening of the caps by the bottle cap tightening machine.
- This shall be capable of sealing wads in caps of sizes from 10mm to 58mm dia.

6. Online printer:

- Function: for batch / MRP / date coding. The bottle/ jars with labels shall be printed online. The printer shall be non-contact type 4-line ink jet type with 10 characters per line. It should print Batch no, Date of manufacture, MRP, Agmark serial no etc.
- The Machine shall be suitable for printing on the bottle/shrink sleeve surfaces.
- Industrial small character high speed printer shall print maximum 5 line of impressions on the bottle body or sleeve.
- Type of Characters - Alpha numeric
- Data interface - USB & RS 232/ RS 485
- Print head - Auto flush system should be there to eliminate daily print head cleaning, Nozzle and gutter should be automatically cleaned before stopping.
- Print Head Cleaning Interval - 45 days or more
- On Board consumable consumption data to be displayed on screen.

7. Fixed table

- SS 304 make, approximate inside area shall be 1 m² minimum for manual matrix
- Height shall be compatible to the conveyor height.

Secondary Line

1. Automatic Shrink Wrapping Machine

- Automatic Shrink Wrapping machine shall enable wrapping a predesigned 3 x 4 matrix of filled bottles and further shrink sealing the same.
- Shrink wrapping machine with L-Sealer and electric shrink tunnel
- A pneumatic pusher shall arrange the filled bottles automatically in multiple predesigned matrixes, which further leads to film wrapping. The pusher side guides shall be adjustable to accommodate various sizes and matrix of bottles.
- A film wrapping machine wraps the bottles in matrixes in film, further cuts and seals the film.
- Film unwinding system shall unwind only the adequate amount of film required for wrapping. For the same a film guide roll and a guide bush shall be provided.
- A photocell sensor shall be provided to ensure an availability of free unwinded film during sealing operation.
- At the time of wrapping the pack also be held from top with the help of a suitable pneumatic arrangement.

- The wrapped bundle of bottles shall automatically move to an electric operated shrink tunnel.
- The entire body of the Shrink Tunnel shall be Stainless steel.
- The Shrink Tunnel shall consist of a heating chamber, which shall be well insulated with Rock wool to reduce loss of heat.
- The shrink tunnel shall consist of a chain conveyor linked with SS mesh. Temperature and Speed of the shrink tunnel shall be adjustable.
- A cooling fan shall be provided at the exit end to ensure a tight wrap. An idler conveyor shall be provided for easy collection of pack.

2. Conveyor

- Bottle matrix to cold storage units.
- Idler conveyors with adequate slop and sufficient length (min 8 mtr) to transport finished shrink sleeved bottle meters.

General Terms & Conditions

1. All product contact parts and exposed parts of equipments including conveyors and carriages with trolleys shall be SS 304/SS 316, unless otherwise mentioned.
2. Warning light indications shall be provided in case of errors/faults.
3. All equipments in the line shall be in synchronization with each other automatically.
4. All equipments consuming compressed air shall have separate FRL units of suitable size.
5. All equipments except turn table shall be PLC Controlled.
6. The count of total bottles handled shall be separately available for each equipment line.
7. Electrical Power will be terminated to the main control panel each for Packing line by TRCMPU. Remaining leading and terminating of all interconnecting power, control and earth cables shall be done by the contractor through mesh type SS Cable tray. Cable Trays interconnecting the machineries shall be overhead and shall not obstruct to the man movement and maintenance. No way the cables shall lie on the ground and shall rilll at a height above 0.5m from the FFL in all conditions.
8. High Temperature resistant nylon tubing shall be used for the distribution of compressed air to different machineries and that too should be routed through Stainless steel mesh type cable trays.
9. All Electrical panels and other electric switch gears shall be kept atleast 0.5m height from the FFL.
10. SS Legs of suitable size and height shall be provided to support the machineries.
11. There shall be suitable provision to calibrate the parameter of data loggers, sensors and other instruments without removing the same.
12. All motors shall have IE3 or higher energy efficiency rating with IP 55 protection.

13. Thorough and satisfactory training for the operation and maintenance of the equipments shall be given to the operators of TRCMPU.
14. All conveyors shall have SS304 as MoC. Height all conveyors shall be 850mm \pm 50mm from FFL. Each equipment need not have its own conveyor. But all conveyors shall be in synchronization automatically with each other. More over there shall be provision to operate each equipment individually.
15. No of bottles handled shall be separately available from the Primary and Secondary line of equipments to monitor the flow of operation.
16. Hinge type transparent poly carbonate cover/lid shall be provided on the conveyors after air jet cleaning till conduction sealing to prevent any foreign material ingress into the bottles.
17. Suitable SS tray with SS304 drainage pipe of suitable size shall be provided to channel the product or CIP fluid to the outside in case of any spillage or leak. 5 m length shall be considered for SS drainage pipe. In case of any further length is required during actual installation to lead the pipe till floor drain point, pipe shall be supplied by TRCMPU. The drain pipe shall be removable type using suitable SMS/Tri Clover clamp, removed in case of any manual cleaning of the pipe. Bidder shall ensure that there will be no chance of spillage or scatter of product or CIP fluid in the floor and any product leakage or CIP fluid will be suitably routed through the drainage pipe.
18. Suitable provision shall be available to recover and collect any pending liquid product in the machine.
19. Equipment shall be positioned inside a room of approx. 110 sq.m. Supplier shall erect the machines along with conveyors to fit them in the space allocated.

Note:

- Bidders are requested to visit the site for further clarity.
- Bidders must provide design/ drawings and get it approved from TRCMPU prior to fabrication
- Work includes commissioning of equipment on turnkey basis.
- Unloading at Thiruvananthapuram Dairy is in the scope of TRCMPU.
- Supplier must provide all manpower and tools to install, assemble, commission and take trial production of the equipment.
- Supplier must provide training of the equipment to staff of TRCMPU free of cost (minimum 10 days of training)
- No extra charges/transportation cost/ flight charges will be given.

SPECIAL TERMS & CONDITIONS

1. **Eligibility and qualification requirements:**

- 1.1 To be eligible for the award of contract, bidder shall provide satisfactory evidence to the Thiruvananthapuram Regional Co-op Milk producers Union Ltd regarding their eligibility, capacity 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 documents 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. Copies of Sales tax & service tax registration certificate.
 - c. Details of experience and past performance of the bidder on works of similar nature, and details of current work in hand and other contractual commitments shall be submitted. Customer's full address, contact persons, contact telephone number and e-mail ID are to be furnished.

1.2 **For the purpose of this particular contract, bidder should meet the following qualifying criteria as minimum:**

1. The bidder should be in same business as Supplier / manufacturer/Service providers for which the bid is invited for a minimum period of 5 years at the time of bid opening. If an authorized dealer participates in the bid they should produce documentary evidence for establishing that their principal supplier should be in the same business for a minimum period of 5 years. Copy of authorized dealership certificate issued by the principal supplier or manufacturer should also be uploaded along with bid document.
2. The bidder shall have completed at least 10 installations of similar nature to the type specified in the schedule of requirements in satisfactory operation for atleast 1 years on the date of tender opening.
3. The bidder shall furnish a copy of the Income tax Returns for the previous year in original or certified true copies.
4. The bidder shall furnish at least 10 Numbers of performance certificates from different customers.
5. Bidder must have a minimum turnover of Rs. 5 Crore in the financial year 2023-24 and bidder must provide documentary evidence for the same.

2. **Tender Fee & Earnest Money Deposit**

- a) The Tender fee and EMD as given in the invitation to bid shall be accepted through online NEFT transaction through the site www.etenders.kerala.gov.in.
- b) The EMD of the successful bidder shall be released after the submission of performance security.
- c) EMD of the unsuccessful tendered shall be released after the award of the contract and execution of agreement by the successful tendered.
- d) No interest shall be paid for the EMD for the period for which it lies in deposit.

i. **Agreement:** - The successful bidder has to execute a contract agreement on a Kerala stamp paper worth Rs.200/- within 15 days of receipt of order.

ii. **Delivery ,work site and billing address: -**

Thiruvananthapuram Dairy -

Thiruvananthapuram Dairy

PB. No.4 Ambalathara, Poonthura P.O

Thiruvananthapuram-695 026

PH: 0471-2382148,2382562

GST No.32 AAAAT9795J3ZV

Terms of payment :

Payment shall be released by Thiruvananthapuram Dairy as detailed below

- 50% advance on acceptance of the order, signing the agreement and against a bank guarantee issued from any Nationalised Bank for an equal amount valid till completion of supply.
- 20% payment against safe receipt of the goods at site
- 20% payment on completion of erection of the items on group basis testing and commissioning, training of TRCMPU staff.
- 10% of the total value will be released on satisfactory completion of guarantee period of twelve months from the date of commissioning in all respect at the dairy. However the said amount will be paid against a Bank guarantee valid for twelve months from the date of commissioning.

Note to Bidders:

- i) Bidders are advised to note the Tender Id and Tender No. & Date for reference.
- ii) All uploaded documents should contain the signature and the office seal of the bidder/authorized persons.
- iii) The Managing Director, TRCMPU Ltd., is empowered to reject any or all the bids without assigning any reason.
- iv) The TRCMPU does not blind itself to accept the lowest offer and reserve the right to accept any offer without assigning any reason. The bidders shall not have any claim in this regard.
- v) Hard copies of the documents mentioned under cover 1 and copy of this tender document duly signed on all pages to be submitted within a day or two from the date of opening. Non submission of hard copies by the bidder shall lead to rejection of their offer

FORM OF AGREEMENT

(On Non-Judicial Stamp Paper of Rs.200/-)

THIS AGREEMENT made on the ___ day of ___, 20__ between the Thiruvananthapuram Regional Co-operative Milk Producers' TRCMPU Ltd., Thiruvananthapuram - 695 004 (hereinafter referred to as "the TRCMPU ") of the one part and of _____ (hereinafter referred to as "the Contractor") of the other part:

WHEREAS the TRCMPU is desirous that certain goods and ancillary Services should be provided by the Contractor, viz. _____ and has accepted a bid submitted by the Contractor in response to the TRCMPU 's Bidding Document Reference No. _____ for the supply of those goods and services in the sum of Rs. _____ (Rupees _____ only) hereinafter referred to as "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this agreement words and expressions shall have the same meaning as in the Terms & Conditions in the above-referred Tender Document.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

The offer and the price schedule(BOQ) submitted by the Contractor:

- (a) The schedule of requirement and the technical specifications in Bidding Document.
- (b) The terms and conditions in Bidding Document :
- (c) The TRCMPU 's Order No. _____ dated _____.

- In consideration of the payments to be made by the TRCMPU to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the TRCMPU to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the TRCMPU's Order and Bidding Document.
- The TRCMPU hereby covenants to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Order at the times and in the manner prescribed in the order and Bidding Document.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered for and on behalf of the within named contractor of the other part

Signed, sealed and delivered for and on behalf of the within named TRCMPU

CONTRACTOR.

MANAGING DIRECTOR, TRCMPU Ltd.,

In the presence of witness

In the presence of witness

1. Signature
Name and address

1. Signature
Name and address

2. Signature
Name and address

2. Signature
Name and address

GENERAL TERMS & CONDITIONS

1. Inspection:

The equipment under the purview of your supply should be inspected by your own technical experts at your works, and such Inspection Report should be forwarded to us in triplicate. However the TRCMPU reserves its right to inspect at any stage of fabrication / manufacture of the equipment / material. You should intimate TRCMPU without fail when the equipment is ready for inspection, including the stage wise inspection. You should not proceed with further manufacture and / or dispatch of equipment, without obtaining a clearance certificate after inspection or our written permission. You should forward to us the Test Certificates wherever applicable, obtained from concerned authorities / principal manufacturers either regarding quality of any other details of the items utilized in the process of manufacture / fabrication.

2. Dispatch Instructions:

The materials are to be dispatched to the project 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 dispatch 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 dispatched on freight paid basis irrespective 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.

3. Insurance

You shall have to arrange all transit risk insurance, warehouse to warehouse basis including storage risk coverage for a period of 6 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 actual 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 our 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 realized 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.

4. 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.

5. Demurrage

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

6. Rejection:

We reserve the right to reject the goods either in part or full if at the time of delivery, if 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, handling and disposal of the

rejected goods. We shall also be entitled to recover the expenses made by us on storage and handling of such rejected goods till the goods are removed from our premises/stores.

7. Liquidated Damages and Recovery of Advance:

The accepted delivery schedule of supply and/or installation shall be governed by the Liquidated Damages and Recovery of Advance clause. Each unit of an item shall be delivered to destination and ready for operation not later than the delivery date specified in the purchase order. If you fail to deliver any of the goods or perform the services within the time period(s) specified in the purchase order, TRCMPU shall without prejudice to its other remedies under this purchase order, deduct from the order price as liquidated damages, a sum equivalent to 0.5% of the full Purchase order value for each week of delay. The total amount so deducted shall not exceed 5% of the purchase order value. Once the maximum is reached the TRCMPU may consider cancellation / termination of purchase order.

In case you fail to supply the equipment within the stipulated delivery period plus 20% of the same as grace period, subject to a minimum of 15 days, the purchase order shall stand cancelled and the supplier shall refund the advance, if paid, along with interest at the rate of 18% per annum compounded quarterly on the last day of March, June, September and December, on the advance paid, for the entire period for which the advance was retained by the supplier. This will be without prejudice to other remedies like risk purchase etc. Any incremental taxes, duties and levies on account of the delay in the execution of the purchase order by you will be to your account.

8. Guarantee

The supply of equipment as well as installation, if entrusted, shall have to be carried out by you to the entire satisfaction of TRCMPU. You shall also guarantee to repair / replace without any extra cost, the items or parts thereof, if found defective due to bad designing, workmanship or substandard material brought to your attention within 12 months from the date of putting on use / commissioning or 18 months from the date of receipt of material at site whichever is earlier. If it is necessary to send the defective equipment or parts thereof to your works for repair / replacement, without forming any precedence, the cost of repacking, loading, unloading, transportation from the site to your works and back to site shall have to be borne by you.

The guarantee however does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment during repairs by personnel other than the supplier or his authorized agents.

In case of installation jobs you shall have to guarantee the complete installation for satisfactory performance for a minimum period of 12 months from the date of commissioning of the plant / equipment. Any defect arising out of faulty erection / installation or use of substandard material or workmanship shall have to be rectified by you at your cost.

9. Warranty

You must provide a warranty for a minimum period of 12 months from the date of commissioning of the equipment for satisfactory performance of the supplied equipment according to the designed / rated / installed capacity or any other norms fixed by TRCMPU.

10. Specifications & Manuals:

Operation and maintenance manuals and service instructions along with the drawings showing details of part list against each item of your supply be sent to us in triplicate. You should also furnish us service requirements like water, electricity, lubricant, air etc., for each equipment wherever applicable.

You shall provide a list of spare parts, which will be required for the equipments supplied by you for at least one year of normal operation with the names and the addresses of the manufacturers from whom they can be procured. The list should contain the code numbers of the parts which are required to be procured, in addition to the machine number, models etc.

11. Submission of Bills :

Bills in triplicate under Registered Post, stating therein our Purchase Order reference along with necessary copies of Dispatch documents are to be sent to the respective Office. Unless otherwise stated the payment shall be made to you by Crossed Account Payee cheque by post according to the terms of payment mentioned in the Purchase Order.

12. Drawings.

Drawings of the equipment with all structural details/dimensions, material specifications, bill of materials, etc shall be forwarded to the TRCMPU Ltd to enable them to prepare the site to facilitate installation of the equipment immediately on receipt of the same. It is your responsibility to take site measurement, prepare detailed drawing and submit the same for your approval. The drawing shall include all the items for completing the work in all respects.

13. Cancellation of Contract

We shall be free to cancel our order either in part or full, in the case of non-delivery of material / non-completion of installation within the stipulated delivery period or breach of any of the clauses mentioned herein. Consequential losses if any, on account of our getting installation done or obtaining supplies from alternative sources besides payment of higher price shall be recovered from you.

14. Sub- Contract

In the event of awarding sub contract to any party / parties by you for the manufacture / supply / erection of any parts / spares / components that will be used in the ordered equipment, you must furnish us details about your sub signature of bidders, their experience, specialization etc. The sub-contract can be awarded by you only after obtaining written approval from us. In the event of sub-contract also the prima facie responsibility rests on you regarding quality, quantity, guarantee / warranty of the materials supplied by the sub-signature of bidders.

15. Force Majeure

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier nor the purchaser shall be considered in default in performance of his / their obligations here under if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic accident, fire, wind, flood, earthquake or because of any law order proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his / their contractual 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.

16. Power

Power will be supplied free of cost at one point. The bidder shall make his own arrangements to provide necessary cables isolators etc to tap the power to the point of requirement during erection work, as per standards.

17. Arbitration

In case of any dispute, the Registrar of Co-operative Societies of Kerala State shall be the sole Arbitrator as per the provisions of Kerala Co-operative Societies Act 1969.

18. Employees state insurance

The contractor shall arrange for insurance etc. of his people employed for erection and installation work as per ESIC act workman compensation and any other provision to meet statutory requirement of various labour Act / Rules. In case of accident to any of the workers during the period of installation, TRCMPU shall not bear any liability what so ever, the entire responsibility primary and final in this respect will be that of contractor.

19. Jurisdiction

THIRUVANANTHAPURAM (KERALA) Only


Managing Director