

## THIRUVANANTHAPURAM REGIONAL COOPERATIVE MILK PRODUCERS' UNION LTD

"KSHEERA BHAVAN", PATTOM, THIRUVANANTHAPURAM –695 004

## Bid Ref. No. 110/TRU/P&I/CAL(C)/2022-23/TEND-1 E-Tender ID:2023\_KCMMF\_605799\_1

## **TENDER FOR**

Printing of Calendars – 2024

# 2023

## **BID FORM**

:

- 1. Registered Name of Bidder :
- 2. Address

### 3. Telephone

i) Land phone :
ii) Mobile :
iii) E-mail :
iv) Fax :

TRCMPU LTD.



#### THIRUVANANTHAPURAM REGIONAL COOPERATIVE MILK PRODUCERS' UNION LTD. KSHEERA BHAVAN, PATTOM, THIRUVANANTHAPURAM – 695 004 Phone Nos. 2558850, 2446845 Fax: 2449567, E-mail ID-trcmpupi@gmail.com

#### **NOTICE INVITING TENDER**

The Managing Director, Thiruvananthapuram Regional Cooperative Milk Producers' Union Ltd. (TRCMPU Ltd) invites online bids from reputed Printers for the printing of Calendars – 2024

Tender No., E-Tender ID &	110/TRU/P&I/CAL(C)/2023-'24/TEND-1		
	E-tender ID: 2023_KCMMF_605799_1		
Date	Dated 25/09/2023		
Item of Work	Printing of Calendars - 2024		
Specifications	See attached Annexure - 1		
Quantity Required	1,20,000 Nos. (± 10%)		
Tender Value	Approximately ₹ 30,00,000/- (Rupees Twenty three		
	Lakh only)		
Bid Submission Fee	₹ 500/- (Rupees Five Hundred only)		
Earnest Money Deposit	₹ 25,000/- (Rupees TwentyFive thousand only)		
Date and Time of Publication	25/00/2022 40 00 004		
of e- tender.	25/09/2023 10:00 AM		
Date of Submission of e-tender	25 .09.2023, 10.00 AM to		
	09.10.2023, 12.00 PM		
Date and time of opening of	10 10 2022 1 00 PM		
e-tender	10.10.2023 , 1.00 PM		
Place of Opening	TRCMPU Ltd., Ksheera Bhavan, Pattom		
	Thiruvananthapuram - 695004.		
Bid Validity (Total Number of			
Days up to which the rates are	120 Days		
to be firm)			
Delivery time	As specified in Purchase Order.		
	Date Item of Work Specifications Quantity Required Tender Value Bid Submission Fee Earnest Money Deposit Date and Time of Publication of e- tender. Date of Submission of e-tender Date and time of opening of e-tender Place of Opening Bid Validity (Total Number of Days up to which the rates are to be firm)		

MANAGING DIRECTOR TRCMPU LTD.



This tender is an e-Tender and is being published online for supply of items as mentioned in the Invitation to Bid. The tender is invited in two cover system from the registered and eligible parties through e-procurement portal of Government of Kerala (<u>http://www.etenders.kerala.gov.in</u>). 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 <u>www.etenders.kerala.gov.in</u>.

#### 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 <u>www.cca.gov.in</u>. Once, the DSC is obtained, bidders have to register on <u>www.etenders.kerala.gov.in</u> 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 or 1800-3070-2232 – through e-mail: <u>etendershelp@kerala.gov.in</u> 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 <u>www.etenders.kerala.gov.in</u> from the date & time of publication of etender, 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: NA
- iii) **Publishing of Corrigendum**: All corrigenda shall be published on <u>www.etenders.kerala.gov.in</u> 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 <u>www.etenders.kerala.gov.in</u>. 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) 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's 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 documents mentioned in the Terms & Conditions (Clause 1. Eligibility and qualification requirements) which every bidder has to upload.

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

#### ii) The Second Stage (Financial Cover or as per tender cover system): The Bidder shall complete the Price bid as per format given for download along with this tender.

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

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

#### D) Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay a tender document fee and Earnest Money Deposit or Bid Security 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:

<u>State Bank of India Multi Option Payment System (SBI MOPS Gateway)</u>: Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)						
1	Allahabad Bank	32	Kotak Mahindra Bank			
2	Axis Bank	33	Lakshmi Vilas Bank			
3	Andhra Bank	34	Mehsana Urban Co-op Bank			
4	Bandan Bank	35	NKGSB Co-operative Bank			
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce			
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative			
		57	Bank			
7	Bank of India	38	Punjab National Bank			
8	Bank of Maharashtra	39	Punjab and Sind Bank			
9	Bassein Catholic Co-operative	40	RBL Bank			
9	Bank	40				
10	BNP Paribas	41	Saraswat Cooperative Bank			
11	Canara Bank	42	ShamraoVithal Cooperative Bank			
12	Catholic Syrian Bank	43	South Indian Bank			

14City Union Bank45State Bank of India15Corporation Bank46Syndicate Bank16Cosmos Bank47Tamilnad Mercantile Bank17DCB Bank48Tamilnadu Cooperative Bank18Dena Bank49The Kalyan Janata Sahakari Bank19Deutsche Bank50TJSB Bank (Erstwhile Thane Janata Sahakari Bank)20Dhanalaxmi Bank51UCO Bank21Federal Bank52Union Bank of India22HDFC Bank53United Bank of India23ICICI Bank54Vijaya Bank24IDBI Bank55YES Bank25Indian Overseas Bank227IndusInd Bank228Jammu & Kashmir Bank229Janata Sahakari Bank330Karnataka Bank331KarurVysya Bank3141Pank of Barada2142Laxmi Vilas Pank	13	Central Bank of India	44	Standard Chartered Bank
16Cosmos Bank47Tamilnad Mercantile Bank17DCB Bank48Tamilnadu Cooperative Bank18Dena Bank49The Kalyan Janata Sahakari Bank19Deutsche Bank50TJSB Bank (Erstwhile Thane Janata Sahakari Bank)20Dhanalaxmi Bank51UCO Bank21Federal Bank52Union Bank of India22HDFC Bank53United Bank of India23ICICI Bank54Vijaya Bank24IDBI Bank55YES Bank25Indian Overseas Bank227IndusInd Bank228Jammu & Kashmir Bank230Karnataka Bank331KarurVysya Bank5	14	City Union Bank	45	State Bank of India
17DCB Bank48Tamilnadu Cooperative Bank18Dena Bank49The Kalyan Janata Sahakari Bank19Deutsche Bank50TJSB Bank (Erstwhile Thane Janata Sahakari Bank)20Dhanalaxmi Bank51UCO Bank21Federal Bank52Union Bank of India22HDFC Bank53United Bank of India23ICICI Bank54Vijaya Bank24IDBI Bank55YES Bank25Indian Overseas Bank26Indian Overseas Bank27IndusInd Bank28Jammu & Kashmir Bank29Janata Sahakari Bank30Karnataka Bank31KarurVysya BankB) Internet Banking Options (Corporate)	15	Corporation Bank	46	Syndicate Bank
18Dena Bank49The Kalyan Janata Sahakari Bank19Deutsche Bank50TJSB Bank (Erstwhile Thane Janata Sahakari Bank)20Dhanalaxmi Bank51UCO Bank21Federal Bank52Union Bank of India22HDFC Bank53United Bank of India23ICICI Bank54Vijaya Bank24IDBI Bank55YES Bank25Indian Overseas Bank2627IndusInd Bank2828Jammu & Kashmir Bank2929Janata Sahakari Bank3030Karnataka Bank3131KarurVysya Bank54	16	Cosmos Bank	47	Tamilnad Mercantile Bank
19Deutsche Bank50TJSB Bank (Erstwhile Thane Janata Sahakari Bank)20Dhanalaxmi Bank51UCO Bank21Federal Bank52Union Bank of India22HDFC Bank53United Bank of India23ICICI Bank54Vijaya Bank24IDBI Bank55YES Bank25Indian Bank2626Indian Overseas Bank2727IndusInd Bank2828Jammu & Kashmir Bank2929Janata Sahakari Bank3030Karnataka Bank3131KarurVysya Bank4	17	DCB Bank	48	Tamilnadu Cooperative Bank
19Deutsche Bank50Sahakari Bank)20Dhanalaxmi Bank51UCO Bank21Federal Bank52Union Bank of India22HDFC Bank53United Bank of India23ICICI Bank54Vijaya Bank24IDBI Bank55YES Bank25Indian Bank2626Indian Overseas Bank2727IndusInd Bank2828Jammu & Kashmir Bank2929Janata Sahakari Bank3030Karnataka Bank3131KarurVysya Bank4B) Internet Banking Options (Corporate)	18	Dena Bank	49	The Kalyan Janata Sahakari Bank
Sanakari BankSanakari Bank)20Dhanalaxmi Bank51UCO Bank21Federal Bank52Union Bank of India22HDFC Bank53United Bank of India23ICICI Bank54Vijaya Bank24IDBI Bank55YES Bank25Indian Bank55YES Bank26Indian Overseas Bank5427IndusInd Bank5528Jammu & Kashmir Bank5529Janata Sahakari Bank5530Karnataka Bank5531KarurVysya Bank55B) Internet Banking Options (Corporate)55	10	Doutscho Bonk	FO	TJSB Bank (Erstwhile Thane Janata
21Federal Bank52Union Bank of India22HDFC Bank53United Bank of India23ICICI Bank54Vijaya Bank24IDBI Bank55YES Bank25Indian Bank226Indian Overseas Bank227IndusInd Bank228Jammu & Kashmir Bank229Janata Sahakari Bank3030Karnataka Bank3131KarurVysya Bank4 <b>B) Internet Banking Options (Corporate)</b> 4	19		50	Sahakari Bank)
22HDFC Bank53United Bank of India23ICICI Bank54Vijaya Bank24IDBI Bank55YES Bank25Indian Bank26Indian Overseas Bank27IndusInd Bank28Jammu & Kashmir Bank29Janata Sahakari Bank30Karnataka Bank31KarurVysya BankB) Internet Banking Options (Corporate)	20	Dhanalaxmi Bank	51	UCO Bank
23ICICI Bank54Vijaya Bank24IDBI Bank55YES Bank25Indian Bank2626Indian Overseas Bank2727IndusInd Bank2828Jammu & Kashmir Bank2929Janata Sahakari Bank3030Karnataka Bank3131KarurVysya Bank4B) Internet Banking Options (Corporate)	21	Federal Bank	52	Union Bank of India
24IDBI Bank55YES Bank25Indian Bank26Indian Overseas Bank27IndusInd Bank28Jammu & Kashmir Bank29Janata Sahakari Bank30Karnataka Bank31KarurVysya BankB) Internet Banking Options (Corporate)	22	HDFC Bank	53	United Bank of India
25Indian Bank26Indian Overseas Bank27IndusInd Bank28Jammu & Kashmir Bank29Janata Sahakari Bank30Karnataka Bank31KarurVysya BankB) Internet Banking Options (Corporate)	23	ICICI Bank	54	Vijaya Bank
26Indian Overseas Bank27IndusInd Bank28Jammu & Kashmir Bank29Janata Sahakari Bank30Karnataka Bank31KarurVysya BankB) Internet Banking Options (Corporate)	24	IDBI Bank	55	YES Bank
27IndusInd Bank28Jammu & Kashmir Bank29Janata Sahakari Bank30Karnataka Bank31KarurVysya BankB) Internet Banking Options (Corporate)	25	Indian Bank		
28Jammu & Kashmir Bank29Janata Sahakari Bank30Karnataka Bank31KarurVysya BankB) Internet Banking Options (Corporate)	26	Indian Overseas Bank		
29Janata Sahakari Bank30Karnataka Bank31KarurVysya BankB) Internet Banking Options (Corporate)	27	IndusInd Bank		
30   Karnataka Bank     31   KarurVysya Bank     B) Internet Banking Options (Corporate)	28	Jammu & Kashmir Bank		
31   KarurVysya Bank     B) Internet Banking Options (Corporate)	29	Janata Sahakari Bank		
B) Internet Banking Options (Corporate)	30	Karnataka Bank		
	31	KarurVysya Bank		
1 Pank of Paroda 21 Laymi Vilas Bank	B) I	nternet Banking Options (Corpora	te)	
	1	Bank of Baroda	21	Laxmi Vilas Bank
2 Bank of India 22 Oriental Bank of Commerce	2	Bank of India	22	Oriental Bank of Commerce
3Bank of Maharashtra23Punjab & Maharashtra Coop Bank	3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4 BNP Paribas 24 Punjab & Sind Bank	4	BNP Paribas	24	Punjab & Sind Bank
5 Canara Bank 25 Punjab National Bank	5	Canara Bank	25	Punjab National Bank
6 Catholic Syrian Bank 26 RBL Bank	6	Catholic Syrian Bank	26	RBL Bank
7 City Union Bank 27 ShamraoVitthal Co-operative Bank	7	City Union Bank	27	ShamraoVitthal Co-operative Bank
8 Corporation Bank 28 South Indian Bank	8	Corporation Bank	28	South Indian Bank
9 Cosmos Bank 29 State Bank of India	9	Cosmos Bank	29	State Bank of India
10Deutsche Bank30Syndicate Bank	10	Deutsche Bank	30	Syndicate Bank
11Development Credit Bank31UCO Bank	11	Development Credit Bank	31	UCO Bank
12Dhanalaxmi Bank32Union Bank of India	12	Dhanalaxmi Bank	32	Union Bank of India
13Federal Bank33UPPCL	13	Federal Bank	33	UPPCL
14   HDFC Bank   34   Vijaya Bank	14	HDFC Bank	34	Vijaya Bank
15     ICICI Bank     35     Axis Bank	15	ICICI Bank	35	Axis Bank
16 Indian Overseas Bank	16	Indian Overseas Bank		
17 JantaSahakari Bank	17	JantaSahakari Bank		
18 Jammu & Kashmir Bank	18	Jammu & Kashmir Bank		
19 KarurVysya Bank	19	KarurVysya Bank		
20 Kotak Bank	20	Kotak Bank		

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

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

\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The suppliers /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 <u>www.etenders.kerala.gov.in</u> along with online payment of tender document fees and EMD. No other mode of submission shall be accepted and such tenders will be rejected outright.

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

It is necessary to click on "Freeze bid" line/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.



- 1) Eligibility & Qualification Requirements
  - a. The bidder shall furnish Scanned copy of GST registration certificate.
  - b. The bidder shall upload the details of previous work undertaken with full address and contact telephone number.
- 2) The Bidder shall pay, a tender document fee of Bid security and Earnest Money Deposit as mentioned in tender notice. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.
- 3) The rate quoted should include all expenses for Art and DTP work, printing of items and supply at our stores at Thiruvananthapuram, Kollam, Mannar and Pathanamthitta (inclusive of all taxes, packing & forwarding, transportation and all other overheads). No incidental expenses will be allowed. Specimen of the items are available at this office for inspection. Rates shall be quoted for supply of items of similar specifications and quality.
- 4) Address of individual Primary Milk Societies should be printed on the top of calendars according to the numbers specified for each society. Separate screen printing of top banner incorporating address of individual societies. (approx. 400 No's) is required for such printing. The calendars for each society/Head Office should be bundled with printing the name of the Society/HO separately for easy identification.
- 5) No alteration in paper specification will be allowed after acceptance of order. <u>In case specifications are found altered, the consignment will be summarily rejected</u> and the Union shall not be held responsible for any loss suffered by the party. <u>A sample of the paper proposed with make specified to be used, shall be submitted to this office on or before 09.10.2023, 12.00 PM. E-tenders without sample paper will not be accepted.</u>
- 6) Art work of the calendar preferably in CD form shall be approved by HO, TRCMPU prior to the commencement of the printing work.
- 7) The full material, duly printed and packed as specified in the Purchase order shall be supplied at the respective destinations (P&I Units of Thiruvananthapuram, Kollam, Alappuzha, Pathanamthitta and Head Office at Thiruvananthapuram) within 30 days of approval of final art work.
- 8) Supply of Calendars should be completed on or before the date of supply mentioned in the order, failing which penalty of 0.5% of the order value will be levied for each day of delay in supply. <u>Ensuring supply in time is the essence of this</u>

<u>contract</u>. TRCMPU shall not be responsible for any loss occurred to the supplier due to late supply of the material.

- 9) Proof of having undertaken such large work earlier and successful execution shall merit consideration in selection of the firm to whom the work will be entrusted. The details have to be included while submitting e-tender.
- 10) <u>Successful bidder should execute an agreement in non-judicial stamp paper</u> (Kerala) worth Rs. 200/- assuring satisfactory completion of work as per purchase order. The firm shall remit 10% of the order value as Security Deposit to this office or should submit Bank guarantee for the amount, valid for a period of 3 months.
- 11) The Managing Director reserves the right to reject all or any of the tenders without assigning reasons whatsoever.
- 12) The Managing Director reserves the right to increase or decrease up to 10% of the total order quantity without issuing any reason whatsoever.
- 13) Sample paper for the calendar printing and proof of work experience shall be submitted to this office on or before 09/10/2023 ,12.00 PM super scribing "E-TENDER FOR CALENDAR 2024".

#### 14) Terms of payment

100% of the order value shall be released within 30 days on supply of the items at the mentioned destinations.

#### Note to Bidders:

- 1. Bidders are advised to note the Tender Id and Tender No. & Date for reference.
- 2. All uploaded documents should contain the signature and the office seal of the bidder/authorized persons and should be digitally signed while uploading. Documents uploaded without digitally signing shall entitle rejection of the tender.
- 3. TRCMPU does not bind 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.
- 4. Bidder should have sufficient experience in the relevant field. The work will be awarded based on their previous experience, inspection of previous work by TRCMPU Officials, credentials received from other clients of bidders, etc.
- 5. The selection of the successful bidders will be made based on the Rate quoted as well as the Quality of the sample furnished. (Rate alone will not be the selection criterion).

#### **GENERAL TERMS & CONDITIONS**

#### 1. 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 below.

#### Billing Address: -

The items along with original invoices have to be dispatched to the following addresses.

SI No	Address for Billing & Despatch	Account Details
1	Senior Manager, Thiruvananthapuram Regional Cooperative Milk Producers Union Ltd., Thiruvananthapuram Dairy, Ambalathara, Poonthura P. O., Thiruvananthapuram, Kerala, PIN – 695026. Ph: 0471-2381410, 2382562	GSTIN:32AAAAT9795J3ZV Central Bank of India, Milma Branch, Thiruvananthapuram A/C No.: 1498800241 IFSC Code: CBIN0284154 PAN No.: AAAAT9795J
2	Manager, Thiruvananthapuram Regional Cooperative Milk Producers Union Ltd., Kollam Dairy, Thevally, Kollam, Kerala, PIN – 691009. Ph: 0474-2794556, 2794884, 2797991	GSTIN: 32AAAAT9795J4ZU Canara Bank, Anandavalleeswaram, Kollam A/C No.: 0815201000939 IFSC Code: CNRB0000815 PAN No.: AAAAT9795J
3	Assistant Manager, Thiruvananthapuram Regional Cooperative Milk Producers Union Ltd., P&I Office (MILMA), Mannar,Alappuzha, Kerala, PIN – 689622. Ph: 0479-2312562	GSTIN: 32AAAAT9795J2ZW State Bank of India, Mannar, Alappuzha A/C No.: 67091741309 IFSC Code: SBIN0070088 PAN No.: AAAAT9795J
4	Manager, Thiruvananthapuram Regional Cooperative Milk Producers Union Ltd., Pathanamthitta Dairy, Mamoodu, Nariyapuram P. O., Pathanamthitta, Kerala, PIN – 689513. Ph: 0468-2350801	GSTIN: 32AAAAT9795J5ZT State Bank of India, Nariyapuram, Pathanamthitta A/C No.: 67108221658 IFSC Code: SBIN0070512 PAN No.: AAAAT9795J

#### 2. 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 replace the rejected goods within the stipulated time. Till the replacement is made, the rejected goods shall be lying at your risk, cost and responsibility. If you do not arrange to 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 recovery the expenses made by us on storage and handling of such rejected goods till the goods are removed from our premises/stores.

#### 3. Liquidated Damages and Recovery of Advance:

The accepted delivery schedule of supply shall be governed by the Liquidated Damages and Recovery of Advance clause. The goods shall be delivered to destination not later than the delivery date specified in the purchase order. If you fail to deliver any of the goods 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 day of delay. The total amount so deducted shall not exceed 10% of the purchase order value. Once the maximum is reached the TRCMPU may consider cancellation/termination of purchase order.

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.

#### 4. Submission of Bills:

Bills in duplicate under Registered Post, stating therein our Purchase Order reference along with necessary copies of Dispatch documents are to be sent to four district offices and head office of TRCMPU as per supply schedule. Unless otherwise stated the payment shall be made to you by Crossed Account Payee-at-par cheque / RTGS according to the terms of payment mentioned in the Purchase Order.

#### **5. Cancellation of Contract**

We shall be free to cancel our order either in part or full, in the case of non-delivery of material within the stipulated delivery period or breach of any of the clauses mentioned herein.

#### 6. 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 and order proclamation, regulation or ordinance of any Government 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.

#### 7. 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.

#### 8. Jurisdiction

Thiruvananthapuram (Kerala) Only

MANAGING DIRECTOR TRCMPU LTD

#### Annexure 1.

SI. No.	Description	Numbers
1	Calendar: 3 sheet multi-colour calendar of size 17" x 22.5" Sinarmos art paper of 170 GSM (Preferably of thickness of 150 microns) shall be used. Powder coated high gauge double folded tin mounting of 1.5 cm width. Separate printing of top banner (3" height) incorporating MILMA logo (1.5" height) and milk society/marketing agent address to be done as per the details from this office. Approximately 470 different society/agent addresses need to be printed as top banner. 2 months' calendar (8"x 8"size per month) on each page with picture space on its top (approximately 9"x 16.50"size). Bottom banner with MILMA address (2.5"height) Paper sample to be provided.	1,20,000