



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 Experienced Manufacturers for supply installation and commissioning of Curd Milk Pasteurizer Plant of capacity 5000LPH at Pathanamthitta Dairy.

1.	Tender Notice No. & Date	741/TRU/PC/2024-25/5004, Dated 18.03.2025
2.	Item of Work	Supply, Installation and Commissioning of Curd Milk Pasteurizer Plant of capacity 5000LPH at Pathanamthitta Dairy.
3.	Specification	Attached
4.	Estimated Amount	Rs 45 Lakhs (Approx.)
5.	Bid Submission Fee	Rs.1000/-
6.	Earnest Money Deposit	Rs.45,000/- (Rupees forty five Thousand only)
7.	Date and Time of Publication of e- tender.	18/03/2025, 02.30 PM
9.	Date of Submission of e-tender	28/03/2025, 02.30 PM to 28/03/2025, 2.30 PM
10.	Date and time of opening of e-tender	29/03/2025, 02.30 PM
11.	Place of Opening	TRCMPU Ltd., Ksheerabhavan, Pattom Thiruvananthapuram-695004.
12.	Bid Validity	60 Days
13.	Warranty	12 months warranty from the date of commissioning.
14.	Completion Period	Within 45 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 corrigendums 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.
- iv) **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.
- v) **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.

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.
- 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.
 - Copies of Sales tax & service tax registration certificate.
 - 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:

- The bidder should be in same business as Supplier / manufacturer/Service providers for which the bid is invited for a minimum period of 10 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 10 years. Copy of authorized dealership certificate issued by the principal supplier or manufacturer should also be uploaded along with bid document.
- The bidder shall have completed at least 5 installations of similar nature to the type specified in the schedule of requirements in satisfactory operation for atleast 2 years on the date of tender opening.
- The bidder shall have completed atleast 2 instalations of 5000L or higher capacity curd pasturiser plant in the last 5 years.
- The bidder shall furnish a copy of the Income tax Returns for the previous year in original or certified true copies.
- The bidder shall furnish at least 5 Numbers of performance certificates from different customers.
- The Bidder should setup service arrangement in Kerala / South India to attend the units within 24 hours in case of failure / breakdown of the machine

2. Tender Fee & Earnest Money Deposit

- 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.
 - The EMD of the successful bidder shall be released after the signing of the agreement and submission of performance security.
 - EMD of the unsuccessful tenderer shall be released after the award of the contract and execution of agreement by the successful tenderer.
 - 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: -**

Pathanamthitta Dairy,
Pathanamthitta dairy,
TRCMPU Ltd, Mammoodu, Nariyapuram.P.O.,
Pathanamthitta- 689 513
GST - 32AAAAT9795J5ZT

Terms of payment :

- Payment shall be released by **Pathanamthitta Dairy** as detailed below
- 30% 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.
 - 30% payment against safe receipt of the goods at site
 - 20% payment on completion of erection of the items on group basis
 - 10% payment on completion of testing and commissioning.
 - 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.

3. The Tender should be submitted as follows

Online Cover I

1. Details of Tender fee and EMD details.
2. Documents to prove the qualifying criteria as mentioned in clause 1 above.
 - Scanned copy of GST registration certificates.
 - Scanned copy Income Tax returns filed for last two years.
 - Copy of audited P&L statement and Balance Sheet for the past two years.
 - Details of previous executed orders along with address of clients, contact person, contact no, e-mail ID etc.
 - Details of contracts on hand and other contractual commitments.

Online Cover - II

Price bid in the prescribed form available as BOQ in the website www.etenders.kerala.gov.in

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.

TECHNICAL SPECIFICATION

Scope of Work

The work consists of supply, erection and commissioning of Curd Milk Pasteurizer Module of capacity 5000 LPH at Pathanamthitta Dairy on turnkey basis.

Basis of Design:

Product	: Toned/skimmed milk for curd production
Capacity	: 5000 LPH
Temperature Program	: 4-90-43 deg C.
Holding time	: 10 mins (600 secs)
Regeneration efficiency	: 90%

Separator connection	: Not required.
Homogenizer connection	: required- loop to be provided.

Process Operation:

Pasteurization temperature control shall be by PID controller. Flow rate shall be controlled by mechanical flow controller. Product flow will be diverted automatically with alarm if temperature is below the set pasteurization temperature and/or if pasteurizer outlet temperature is below the set point of 45 deg C.

Sequencing of production, sanitization and CIP will be manual or through semi automatic CIP facility available at Pathanamthitta Dairy. Detergent addition in the balance tank and concentration monitoring will be manual.

Pasteurizer Plate Heat Exchanger Design:

Section	Flowrate (kg/h)	Media	Temperature progr. (°C)	Remarks
I	5150	milk	82 -> 90	To holding coil
	6000	Hot water	86 <- 92	
II	5150	milk	65 -> 82	
	5150	milk	73 <- 90	
III	5150	milk	4 -> 65	
	5150	milk	12 <- 73	
IV	4000	Hot water	86 -> 48	To curd inoculation tank
	5150	milk	43 <- 12	

Note: Bidder shall design PHE such that only treated soft water from the inbuilt hot water circulating system shall be used to heat the product to 43 deg C. Cooling water from well / tower water shall not be used in the process as it may result in cross contamination.

Scope of Supply

Balance tank - 1 No.

Capacity, 100 L gross volume, MOC SS304, with float and top cover.

Milk feed pump - 1 No.

Centrifugal pump, Alfa Laval/GEA/SPX/Zeuzer, all wetted parts in SS316L, SMS connections with single shaft seal with motor of Crompton make. Seal combination C/SiC. Motor rating 5.5 kW.

Flow controller - 1 No.

Mechanical flow controller, to control the product flow rate. MOC SS 304 with Unions at ends.

Duplex Milk filter - 1 Set (2 filters in parallel)

ECD 100 bag filter with butterfly valves, sampling cock and associated piping. No Air vent required in filter.

Plate heat exchanger - 1 No.

PHE Make: SPX/ Tetrapack

Frames	: MS clad with SS304
No of Sections	: Four
Plates	: ALLOY 316 / 0.5 Thick
Gaskets	: NBR Clip On
Design temperature	: 110 deg C
Design Pressure	: 10 bar[g]
Test Pressure	: 13 bar[g]

PHE Pasteurizer will be designed considering the CIP cleanability and keeping the CIP flow requirement, which should be close to the product flow.

Holding Coil - 1 Set

Spiral holding coil in Stainless Steel MOC of suitable length for 10 mins holding time. It shall be placed within a steel tank enclosure. A booster pump (Alfa Laval make) and associated valves required for CIP of 10 mins holding coil shall be supplied with loose pipes and fittings. Installation shall be done by Dairy under Supplier's supervision. Booster pump shall have a minimum 2.2 kW motor rating.

Hot water system - 1 Set

Hot water system will be THE (Tubular Heat Exchanger), and will house a stainless steel expansion vessel and other safety devices to take care of the volume expansion and increased pressure ensuring the complete operational safety. It shall consist of the following components:

- Tubular Heat Exchanger with SS316 inner tubes and SS304 outer shell.
- Stainless Steel Expansion vessel, to take care of volume increase of hot water in the system,
- Pressure relief cum Safety Valve, to let excess water from the system and maintain required pressure,
- Air vent, to vent air from the hot water system as it will disturb the temperature control,

- Pneumatically controlled Steam control valve, with I/P converter and Air filter/pressure regulator.
- Water make up valve, to initially fill the hot water system. Internals in SS 304.
- Steam trap, float type.
- Multistage centrifugal pump (Grundfos make) for hot water circulation, all wetted parts in SS316L, SMS connections with single shaft seal with motor. Seal combination shall be SiC/SiC. Motor rating 0.55 kW.

Control Panel - 1 No.

- MOC: SS 304, Duly pre-wired and tested, & consists of the following Instruments and Controls:
- Temperature Indicating Controller,
- Alarm/Hooter with 'reset' switch to announce diversion of milk.
- Manual/ Auto switch for operating flow diversion valve.
- Start/stop push buttons with indicating lamps for process pump (milk pump, CIP pump, hot water pump, etc.) & motors
- 1 No ON/OFF lockable switch with indicating lamp for incoming supply from 'Mains'.

Automatic Flow Diversion Valve - 2 Nos. (AFDV)

AFDV No 1 - Imported Unique Single Seat Valve, with wetted parts in SS 316, EPDM seat. It shall be located after spiral holding coil and will divert the milk to balance tank when pasteurization temperature is not achieved.

AFDV No2 - Imported Unique Single Seat Valve, with wetted parts in SS 316, EPDM seat. It shall be located at pasteurizer PHE outlet and will divert the milk to balance tank when product temperature is below 43 deg C.

Three Way Divert Valve - 1 No.

Pneumatically operated three way divert valve/ regulating valve with positioner shall be provided to divert one part of the hot water flow leaving the heating section of the PHE to the last PHE section for heating the product to the desired inoculation temperature (43 deg C).

Manual Diversion Valve at the Outlet of Pasteurizer - 2 Nos.

Butterfly valves, for re-circulation during production and CIP and sanitation; 2 Nos. Alfa Laval make.

Pasteurization temperature recorder, paperless - 1 No.

The temperature recorder is microprocessor based. Paperless recorder will be used. There shall be temperature display on a 3 inch screen. It shall also include flow diversion valve feedback (it shall log the details). It shall record the temperatures,

- After holding coil,
- at the pasteurizer PHE outlet.

Communication port shall be provided on the recorder to transfer the data onto a USB so that it may be transferred onto an external computer.

Temperature Transmitters – 1 Set.

Temperature transmitters shall be provided,

- after PHE heating section,
- after spiral holding coil,
- at pasteurizer PHE outlet.

Readings will be displayed on control panel and also logged by the paperless recorder and shall be transferred onto external PC by the operator.

Thermowells

Pockets for temperature gauges / temperature indicators shall be provided,

- after spiral holding coil
- at pasteurizer PHE outlet.

Purchaser may install temperature gauges at these points if required.

Interconnecting pipes and fittings within Module – 1 Set

All pipes and fittings within the module shall conform to International Standards to make the internal welding surfaces smooth and hygienic.

All the above components will be installed on SS 304 SKID FRAME in compact aesthetic modular construction. The skid shall have adjustable feet for vertical adjustment. The Pasteurizer Plate Heat Exchanger and spiral holding coil shall be separate/standalone and connected to the module suitably.

TRCMPU's Responsibilities:

- Unloading, shifting, positioning of pasteurizer module in the process hall/ curd section. Any structure/obstructions while shifting / positioning the module and spiral holding coil tank shall be removed.
- Unpacking of the wooden box[es] shall be done in the presence of the supplier's representative.
- SS product pipelines with suitable milk transfer pump, valves and fittings, from Milk Storage Tanks upto curd milk pasteurizer balance tank.
- SS product pipelines with suitable valves and fittings, from pasteurizer PHE outlet upto curd inoculation tank[s].
- Steam line upto pasteurizer consumption point including pressure gauge, strainer, manual shut off valve. Suitable drain point shall be provided near to the steam trap.
- Make up water line upto pasteurizer consumption point, for initial filling of water in hot water tank.
- Process water line for CIP rinse at the pasteurizer balance tank.
- Instrument air / compressed air line at recommended flow/pressure and quality at the pasteurizer consumption points.

- Power cable and earthing from Power Distribution Panel upto control panel of pasteurizer with suitable pipe conduit/ cable tray.
- Required electrical power supply will be provided as informed by Supplier during order execution.
- Below mentioned utilities shall be arranged at the consumption points of the pasteurizer.
 - Steam : 405 kg/h, 3 bar[g]
 - Process water : 6000 LPH, 3 bar[g] during CIP rinse
 - Instrument Air : 625 NL/Hr, 6 bar[g].
 - Power : 415 V, 3 Phase, 50 Hz supply
 - Make up water : Soft water (as required) for hot water circuit.

Supplier's Responsibilities:

- Supplier shall supervise during shifting, positioning, unpacking of pasteurizer module in the process hall/ curd milk section.
- Unpacking of the wooden boxes shall be done in the presence of the supplier's representative.
- Supplier Shall carry out all fabrication/erection works related to the plant, including welding of all Process pipelines, erection of instruments, control wiring, electrical cabling from control panels etc
- Supplier's representative shall conduct installation checks, pre-commissioning checks, maintenance training, CIP & water trials, product trial, operators training and documentation, i.e, commissioning certificate, performance protocol, take over certificate, etc.
- Supplier shall supervise the satisfactory water trial, product trial and CIP during five production shifts and hand over the pasteurizer unit in satisfactory condition to the Dairy.
- Supplier shall train the production team on operation, preventive maintenance, and troubleshooting of pasteurizer plant.
- Supplier shall submit hydrotest certification received from the PHE manufacturer. In the absence of the certification, the PBG and EMD shall be forfeited.
- Sign off on commissioning and takeover certificates.

Approved Makes

Sl No	Description	Approved Makes
1	Balance Tank	Reputed make
2	Milk Feed Pump	Alfa Laval/ SPX/Zeuzer
3	Mechanical Flow Controller	Reputed make
4	Simplex Milk Filter	Reputed make
5	Plate Heat Exchanger	Tetra Pak/SPX
6	Spiral Holding Coil in SS Tank	Reputed make
7	Booster Pump for CIP of holding coil	Alfa Laval/SPX
8	Tubular Heat Exchanger for hot water system	Tetra Pak/SPX
9	Pneumatically operated steam control valve	ARI Armaturen
10	Steam Trap	Forbes Marshall
11	Multistage centrifugal pump for hot water system	Grundfos
12	Automatic flow diversion valves	Alfa Laval/SPX
13	Manually operated butterfly valves	Alfa Laval/SPX
14	Paperless temperature recorder	Jumo
15	Temperature transmitters	Radix/ Pentronics
16	SS Pipelines	Rensa/Apex Tubes
17	3 Way Regulating valve for hot water diversion	ARI Armaturen

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 / under writers. 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 you 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