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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 Construction Companies/Contractors for executing the **Construction of conference hall and truss work at Kollam Dairy**. Detailed terms and conditions as well as technical specifications are contained in the bidding document of above work, which is uploaded in the Kerala Government e-portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

a.	Bid reference No	: No.677/TRU/PC/2023
b.	Name of the work	: Construction of conference and truss work at Kollam
c.	Estimated Cost	: Rs.9 Lacs (incl GST)
d.	Tender download	: Can be downloaded from the website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
e.		
f.	EMD	: Rs.9,000/- (Rupees Nine Thousand Only)
g.	Bid document Fee	: Rs.1,000/- (Rupees One Thousand Only)
h.	Document publishing date	: 26/09/2023, 5:00 pm
i.	Doc downloads start Date	: 26/09/2023, 6.00pm
j.	Bid clarification start date	: 26/09/2023, 6.00 pm
k.	Bid clarification closing date	: 6/10/2023, 10 am
l.	Bid submission start date	: 26/09/2023, 6pm
m.	Bid submission closing date	: 06/10/2023, 2 pm
n.	Bid opening	: 07/10/2022, 2.30 pm
o.	Pre bid meeting	: 30/09/2023, 10.00 am
p.	Place of Pre bid meeting	: Kollam dairy, Thevally
q.	Place of bid opening	: H.O, Trcmpu Ltd
r.	Time of completion	: 60 days
s.	Bid validity	: 90 days

### Terms & Conditions for e-Procurement

a. This tender is an e-Tender and is being published online for the **Construction of conference hall at Thiruvananthapuram dairy.**

1. The tender is invited from the registered and eligible contractors 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](http://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](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088, 2577388 or 0484-2336006, 2332262 – through e-mail: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) for assistance in this regard.

#### **B) Online Tender Process:**

The tender process shall consist of the following stages:

i) **Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) 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) **Publishing of Corrigendum:** All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.

iii) **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](http://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 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. *Hard copy of all documents in support of technical qualification shall be submitted within the due date and time for tender opening.*

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 systems):** Pre-qualification or technical proposal shall contain the scanned copies of the documents mentioned in the General Conditions of Contract which every bidder has to upload.

1. 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.

2. Copies of GST registration certificate.

3. 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.

4. The bidder should have an experience for a minimum period of five years at the time of bid opening.

5. The bidder's annual financial turnover during any one of the last two years shall not be less than 1.5 times the estimated cost as specified in the Invitation to Bid.

6. The bidder shall have completed at least one project whose cost is 80% of estimated cost of this bid in the past 3 years.

7. 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 Bank	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	IndusInd Bank	55	United Bank of India
28	Jammu & Kashmir Bank		
B) Internet Banking Options (Corporate)			
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 to 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](http://www.etenders.kerala.gov.in) 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 [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" line/icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be



### ELIGIBILITY AND QUALIFICATION REQUIREMENT

To be eligible for the award of Contract, bidders shall provide evidence Satisfactory to the Thiruvananthapuram Regional Co-operative Milk Producers' Union of their eligibility and of their 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 document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership or if a joint venture, of each party there to constituting the bidder.
- B) Power of Attorney or a true copy thereof duly attested by a Gazette Officer in case an authorized representative has signed the bid.
- C) Income Tax clearance certificate and Sales Tax clearance certificate in original or true copies duly attested by the bidder.
- D) Details of the experience and past performance of the bidder (or of each party to a joint venture) on works of similar nature within the past five years, and details of current work in hand and other Contractual commitments shall be submitted as per tender procedures.
- E) Major items of constructional plant proposed for use in carrying out the contract in the format prescribed in Schedule and the qualifications and experience of key personnel proposed for the administration and the execution of the Contract, both on and off site should follow the terms and conditions.

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

- a) The bidder should be in business as civil works Contractor for a minimum period of five years at the time of bid opening. Bidder must submit valid CPWD/PWD contract license or equivalent.
- b) The bidder's annual financial turnover during any one of the last three years shall not be less than one and half times the value of the Contract as specified in the Invitation to Bid.
- c) The bidder shall have completed at least one project of similar nature of value 80% of the estimated value of the contract, for which this invitation to bid is issued during the last five years.
- d) The bidder shall furnish a copy of the Income tax Returns and Income Tax clearance certificate for the previous three year(s), in original or certified true copies.

Bid submitted by a joint venture of two or more firms as partners shall comply with the following requirements;

- a) the bid, and in the case of a successful bid the form of agreement, shall be signed so
- b) as to be legally binding on all the partners;
- c) One of the partners shall be nominated as being in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- d) The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the Partner-in-charge.
- e) All the partners of the Joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of bid and the form of agreement (in case of the successful bid) and a copy of the agreement entered into by the joint venture partners shall be submitted with the bid.
- f) Experience, resources, men and machinery of each party to the joint venture, will
- g) be taken into only to the extent of their participation for performing tasks under the
- h) joint venture agreement.

## TECHNICAL TERMS & CONDITIONS

1. **Scope of Work:** Work includes construction of conference hall at First floor Terrace of administrative block, Kollam Dairy by construction of solid block walls with structural roofing and all associated works such as tiling, false ceiling electrical works for lighting etc.
2. **Estimated Value:** Rs.9 Lakhs (incl GST)
3. **Price Basis:** The unit rate is inclusive of cost of materials, transportation, labor charges, other incidental expenses etc. GST will be added for the completion of work in all respect as mentioned in the BOQ and nothing will be paid extra on this account. The rates shall remain same from the date of commencement till the entire work is completed by you in all respect and no enhancement of rate will be entertained.
4. **Validity:** The offer should remain valid for acceptance for a period of **2 months** from the date of opening.
5. **Guarantee:** You shall give guarantee for the performance of the work carried out for a period of **12 months** from the date of commissioning. The entire expenditure towards replacement/repair in this regard shall be borne by you.
6. **Security Deposit:** 10% of total invoice amount shall be retained as security deposit which will be released only after the satisfactory completion of guarantee period.
7. **Period of Completion:** You should complete the entire work as per specification within **45 days** from successful receipt of the work order.
8. **Payment:**  
Payment shall be released by Kollam dairy as follows:  
  
❖ 90% of total amount will be released after the satisfactory completion of entire work and deductions as per specification. The balance 10% of total amount shall be released after satisfactory completion of guarantee period.
9. **Delivery & Billing Address:**  
The Senior Manager,  
Kollam dairy  
TRCMPU Ltd, Thevally PO,  
Kollam- 691009  
GST - 32AAAAT9795J4ZU
10. **Material Supply:** All materials are to be supplied by the Contractor



## TECHNICAL SPECIFICATION

### I. Civil Works

SN	DESCRIPTION	REMARKS
1	Cement	ULTRATECH, RAMCO, SHANKAR
2	Paint	ASIAN PAINTS
3	Floor Tiles (600mm X 600mm) Wall Tiles (450mm X 900mm)	KAJARIA, SOMANY H R JOHNSON

### II. Structural Roofing

SN	DESCRIPTION	REMARKS
3	Sections / Purlins	As per IS (3mm,2mm thick)
5	GI Roofing sheet	JSW, Jindal (0.50mm)

### III. GYPSUM BOARD CEILING/ ACOUSTIC BOARD CEILING

Sl No	Type of spec	Level of Details
1	Ceiling Type	Gypsum
2	Total Area	50 sq mtr approx
3	<b>Gypsum Board</b>	
3.1	Gypsum Board type	Plain
3.2	Gypsum Board thickness	12.5mm
3.3	Brand	Gyproc/ Armstrong/Shera/USG Boral
3.4	Fabrication	
3.5	Explosive Bolt	10mm GI anchor bolt
4	<b>Hanging Pole</b>	
4.1	Hanging Pole	GI L angle 1" x 1/4"
4.2	Hanging Pole thickness	0.45 mm
4.3	Hanging Pole Spacing	0.6 meter gap
4.4	Brand	Gyproc/ Armstrong/Shera/USG Boral
5	<b>Wall Support (Perimeter channel)</b>	
5.1	Type	GI Channel - on flange 20mm and other 30mm Web 27mm
5.2	Thickness	0.45mm
5.3	Mounting	Gypsum screw (25mm)
5.4	Screw spacing	1'
5.5	Brand	Gyproc/ Armstrong/Shera/USG Boral
6	<b>Intermediate Support</b>	
6.1	Type	GI channel 15 x 45 x 15mm
6.2	Thickness	0.90 mm
6.3	Spacing	1 Meter
6.4	Brand	Gyproc/ Armstrong/Shera/USG Boral
7	<b>Section</b>	
7.1	Type	G I section Curled web of 80mm and two flanges of 26mm
7.2	Thickness	0.55 mm
7.3	Brand	Gyproc/ Armstrong/Shera/USG Boral

8	Joint Tape	Gyproc/ Armstrong/ Shera/ USG Boral
9	Putty	Gyproc/ Armstrong/ Shera/ USG Boral
10	Screw spacing (Gypsum Board)	10"
10	Gypsum Board Border Box	
10.1	Width	3'
10.2	Height	7"
10.3	Projection	Towards ground

#### IV) Technical specification (GRID CEILING)

Sl No	Type of spec	Level of Details
1	Ceiling Type	Grid ceiling-echo proof
2	Total Area	100mtr approx
3	<b>GRID Tile</b>	
3.1	Tile type	Laminated Board
3.2	Thickness	12.5mm
3.3	Brand	Gyproc/ Armstrong/ Shera/ USG Boral/
3.4	Size	600 x 600 mm
4	<b>Fabrication</b>	
4.1	Explosive Bolt	10mm GI anchor bolt
5	<b>Hanging Pole</b>	
5.1	Hanging Pole	GI L angle 1" x 1 1/4"
5.2	Hanging Pole thickness	0.45 mm
5.3	Hanging Pole Spacing	1.2 meter gap
5.4	Brand	Gyproc/ Armstrong/ Shera/ USG Boral
6	<b>Wall Support (Perimeter channel)</b>	
6.1	Type	GI L section
6.2	Thickness	0.45mm
6.3	Mounting	Gypsum screw (6mm)
6.4	Size	1" x 1"
6.5	Screw spacing	1'
6.6	Brand	Gyproc/ Armstrong/ Shera/ USG Boral
7	<b>Main Keel</b>	
7.1	Type	GI T angle 1" x 1 1/4"
7.2	Spacing	120cm
8	<b>Cross Keel</b>	
8.1	Type	GI T angle 1" x 1 1/4"
8.2	Spacing	4'
8.3	Fixing	4' and 2'
9	<b>Cornice</b>	
9.1	Size	4"
9.2	Material	POP moulded

V List of approved make of Electrical items

Wire/cable	Polycab, Havels, RR kabel
switches	legrand, L & T
MCB, RCCB	L & T
Lamps, LED light fixture	samson,dewton,wipro,philips,syska
Exhaust fan	Luker, V Guard

*\*All the works should be carried out according to the technical specification and direction*

*\*Water and electricity will be provided by TRCMPU Ltd*

11. Damages:

- Work will be carried out as per the Terms and conditions and Technical Specifications issued by TRCMPU Ltd.
- The bidder shall have to pay liquidated damages @ 0.5% (Half percentage) of work order value per week, for the delay in completion of the work.
- The TRCMPU shall not be liable for any damage or compensation, in consequence to any accident or injury to any workman or other persons employed by the contractor.
- The work has to be carried out without affecting the day-to-day functioning of the office.
- Damage should not occur to the Electrical Installation, Pipe lines, Equipment, Machinery etc. while carrying out the work.

Managing Director

B\*



## **AWARD OF CONTRACT**

### **I. Award Criteria**

Subject to the tender terms, TRCMPU shall award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest. Evaluated bid price pursuant to NIT, provided further that the bidder has the capability and the resources to carry out the Contract effectively.

### **II. TRCMPU's Right to accept any bid and to reject any or all bids**

Notwithstanding terms and condition stated above, TRCMPU reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the TRCMPU's action.

### **III. Notification of Award**

Prior to the expiry of the period of bid validity prescribed in the bid documents, the TRCMPU will notify the successful bidder by telegram/telex confirmed in writing that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract referred to as "Letter of Acceptance") shall name the sum which the TRCMPU will pay to the Contractor in consideration of the execution, completion and the maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of the Contract referred to as the "Contract price").

The notification of the award will constitute the formation of the Contract.

Upon the furnishing by the successful bidder of a performance security in accordance with the terms and conditions TRCMPU will notify the unsuccessful bidders that their bids have been unsuccessful.

### **IV. Signing of Agreement**

At the same time that the TRCMPU notifies the successful bidder that his bid has been accepted, the TRCMPU will send the bidder the Form of Agreement provided in the bidding documents, incorporating all agreements between the parties.

Within 15 days of the receipt of the Form of Agreement the successful bidder shall sign the Form and return it to the TRCMPU.

### **V. Performance Security**

Within 30 days of the receipt of the notification of award from the TRCMPU, the successful bidder shall furnish to the TRCMPU a Performance Security for an amount of 5% of the Contract value pursuant to General Conditions of Contract.



## GENERAL TERMS & CONDITIONS

### 1. Inspection:

The work 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.

In case you fail to complete the works 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 sealing 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