



**THIRUVANANTHAPURAM Regional Co-operative Milk
Producers' Union Limited**

Ksheera Bhavan, Pattom, Thiruvananthapuram 695004
Ph : 0471-2447109, 2446845 email: trcmpumkt@gmail.com

TENDER REF No. TRU:MKT:216:2023 (PUF BOX & FRP BOX)

**E-TENDER DOCUMENT FOR THE SUPPLY OF PUF & FRP
BOXES FOR STORAGE OF MILK AND ICE CREAM**



Thiruvananthapuram Regional Co-operative Milk Producers' Union,
Ksheera Bhavan, Pattom, Thiruvananthapuram 695004, Kerala,
Ph: 0471 2447107, 2446845, 2448057
Web: www.milmatrcmpu.com; E-mail: trcmpumkt@gmail.com

INVITATION TO BID – E TENDER

1. The Thiruvananthapuram Regional Co-operative Milk Producers' Union Limited invite E-tenders from reputed manufacturers/suppliers for supply of PUF boxes and FRP boxes of different capacities for storage of milk and ice cream. Interested eligible Bidders may obtain further information from the office of the Thiruvananthapuram Regional Co-operative Milk Producers' Union Limited, Ksheera Bhavan, Pattom, Thiruvananthapuram.
2. *The bid shall be submitted in two cover system consisting of technical bid and price bid. The price bid of those who qualify in the technical bid only will be opened.*
3. Detailed terms and conditions as well as technical specifications are contained in the bidding document of the above work which is uploaded in the Kerala Government e-portal www.etenders.kerala.gov.in.

Bid Reference	TRU:MKT:216:2023 (PUF BOX & FRP BOX)
Estimated cost	47.53 lakhs
Cost of Tender Form	Rs.1000/- (Rupees Thousand only)
EMD	Rs. 25,000/- (Twenty Five thousand Only)
Document Publishing Date	08.08.2023
Date of submission of e-tender	08.08.2023 to 17.08.2023 12 Noon
Bid Submission Closing date	17.08.2023 13.00 hrs

Place of Opening of Bid	Thiruvananthapuram Regional Co-operative Milk Producers' Union Ltd., Head Office, Ksheera Bhavan, Pattom P.O, Thiruvananthapuram.
Date & Time of opening of bids.	18.08.2023 13.00 hrs
Equipments for which the tender is invited	PUF BOX & FRP Box
Technical Specifications	Enclosed.
Bid Validity	90 days

Sd/-

Managing Director

Terms & Conditions for e-Procurement

This tender is an e-tender and is being published online. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender time line is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

a. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. 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, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: 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. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

ii. **Pre-bid meeting:** Nil

iii. **Publishing of Corrigendum:** All corrigenda 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 on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

v. **Opening of Technical Bid and Bidder short-listing:**

The technical bids will be opened, evaluated and short listed as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids short listed by this process will be taken up for opening the financial bid.

vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section

c. Documents Comprising Bid:

i. **The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):**

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

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. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

**e. STEPS FOR MAKING TENDER PAYMENTS IN ETENDER SYSTEM VIA SBI
MOPS
GATEWAY**

(SBI AND NON-SBI ACCOUNT HOLDERS)

Step 1) Click "Pay Online" when you reach below page while Online Bid Submission.

Step 2) Click "Confirm to Pay" to proceed with the payment gateway.

Note: Please ensure that you have availed Tender Fee / EMD Exemption, if eligible. Further, there would not be any provision to change back, under any circumstances.

Step 3) Verify that the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option SBI MOPS and Submit.

Note: In case of any mismatch in tender payments, with reference to tender documents, please contact TIA for clarifications.

Step 4) Check and Follow the Terms and Conditions, and then Submit,

Step 5) Bidders may choose their respective bank for accessing Internet Banking Facility.

SBI ACCOUNT HOLDERS

- Bidders with SBI account may click SBI option to proceed to its Net Banking Page
- Bidders may enter SBI Net banking user ID and Password and Click on **Login** to proceed.
- Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button to transfer payment. After account debit, MOPS gateway will automatically re-direct to the eProcurement System, with the Success transaction.
- You will receive bank response immediately by verifying the payment status, whether **Success** or not. In case, payment was debited from account and

further, **Payment Failure** is shown, immediately contact the e-Procurement helpdesk, for resolution, **before tender closing time.**

- u Click next to go to Bid Preparation details.
- u Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

OTHER BANKS:

- a) Bidders with other bank account may click **Other Banks** option to proceed to SBI Net Banking Page
- b) You may select the appropriate Bank from selection page. As an example, steps are given below, proceeding with ICICI Bank in the provided dropdown box of All Banks, as an example.
- c) After selecting ICICI Retail Banking, Click **Make Payment** Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.
- d) After, successful payment, system will direct you to payment confirmation page.
- e) You will receive bank response immediately by verifying the payment status, whether Success or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the e-Procurement helpdesk, for resolution, before tender closing time.
- f) Click next to go to Bid Preparation details.
- g) Please ensure that the **Pay Online** option is not shown after successful payment, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

For any clarifications regarding above payment process or related issues in Kerala e-Procurement System, please reach KSITM e-Procurement Helpdesks via below details:

Thiruvananthapuram
Address: Kerala State IT Mission

E-Government Procurement PMU and Helpdesk,
Basement floor of Pension Treasury Building,
Uppallam Road, Statue,
Thiruvananthapuram

Tel : (On all Government working days from 10:00 am to 5:30 pm)
0471 – 2577088, 0471 – 2577188, 0471 - 2577388
E-Mail:helpetender@gmail.com

Kochi

Address: Kerala State IT Mission
E-Government Procurement Support Centre, Infopark Technology Centre,
18C, Sector E Hall, JNI Stadium, Kaloor,
Ernakulam

Tel : (On all Government working days from 10:00 am to 5:30 pm)
0484 – 2336006, 0484 – 2332262
E-Mail:helpetenderek@gmail.com

Kannur

Address: Kerala State IT Mission
E-Government Procurement Support Centre,
1st Floor, Civil Station, Collectorate,
Kannur

Tel : (On all Government working days from 10:00 am to 5:30 pm)
0497 – 2764788, 0497 – 2764188
E-Mail:helpetenderknr@gmail.com

Malappuram

Address: Kerala State IT Mission
E-Government Procurement Support Centre, 1st
Floor, B3 Block, District Collectorate Compound
Malappuram.

(On all Government working days from 10:00 am to 5:30 pm)
Tel: 0483-2732941
E-Mail:helpetendermlp@gmail.com

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.

TERMS & CONDITIONS

1. Bid Security (Earnest Money Deposit):

- a. The Bidder shall furnish, as part of its bid, bid security for the amount as specified in the invitation for bid through **ONLINE as indicated in the E-tender notice.**
- b. The bid security is required to protect the TRCMPU against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- c. The bid securities of the unsuccessful bidders shall be refunded as promptly as possible, but not later than 30 days after the expiry of the period of bid validity as prescribed in these documents through **ONLINE NEFT TRANSACTION.**
- d. No interest shall be paid by TRCMPU on the bid security furnished by the bidder.
- e. The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or in the case of successful Bidder, if the Bidder fails:
 - I. To sign the contract
 - II. To furnish performance security

2. Eligibility criteria

The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualification to perform the Contract if its bid is accepted. For the purpose of this bidder shall meet the following qualification criteria as a minimum.

- a. The bidder should have executed at least one similar order during last 3 years to Cooperative Dairies / Cooperative Sector/ Institutions of same nature.
- b. The bidder should upload the technical specification sheet/ brochure of the equipment offered.

- c. The bidder should also upload this tender document after signing at the bottom of each page as a token of acceptance of the terms and conditions and specification.
- d. Proof of the above may be uploaded along with the tender, failure of which will lead to disqualification of the tenderer. (Copy of purchase orders, copy of invoice, letter from customers and Financial statements)

3. Documents

The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall be established to the TRCMPU's satisfaction. To this end, all bids submitted shall include the following information.

- a. Documents, copies of purchase orders, letter from customers to prove eligibility criteria mentioned above.
- b. 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 etc.
- c. Details of experience and past performance of the bidder on works of similar nature and capacity within the past three years and details of current contracts in hand and other commitments; (Name of work – turn-key jobs, Contract reference, Name and detailed postal address of client, value of work, time of completion, date of completion etc. are to be furnished).
- d. Reports on financial standing of the Bidder such as Profit and Loss statements, Balance Sheets, Income Tax Returns Statement for the past three years (2019-20,2020-21,2021-22).
- e. Copy of GST and PAN card.
- f. Technical specification sheet or brochure of offered model

4. Price Basis:

The bidder shall quote their rates in the standard BOQ provided indicating the breakup details. The quoted rate shall be inclusive of all applicable taxes, duties, packing and forwarding, freight and insurance.

5. Validity

The offer should remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of bids.

6. Delivery

The PUF boxes/Shipper Insulated boxes shall be delivered within 30 days from the date of receipt of the purchase order as per the schedule given below. The PUF boxes/Shipper boxes should be transported by the supplier from their works / go-down to the Dairy (Address of which are as given below) by road and to be delivered at site. However, unloading charges will be paid by the concerned Dairy Manager. The equipment should be appropriately packed before transportation to avoid transit damages.

Delivery & Billing Address

Billing & Delivery address	
Sr Manager, Thiruvananthapuram Dairy, Ambalathara, Poonthura Po, Thiruvananthapuram 695026 GST : 32AAAAT9795J3ZV	
Manager, Kollam dairy, Thevally, Kollam 9 GST : 32AAAAT9795J4ZU	
Manager, Pathanamthitta Dairy, Nariyapuram PO, Thatta, Pathanamthitta GST : 32AAAAT9795J5ZT	
Manager, Marketing Cell, Central Product Dairy Campus, Punnapra, Alappuzha GST : 32AAAAT9795J6ZS	

Quantity to be supplied at Units

PUFF Box						
SL.No	ITEM	TVM	KLM	ALPY	PTA	TOTAL
1	PUF Box 25 Lit	10		50		60
2	PUF Box 50 Lit	100	250	50	100	500
3	PUF Box 150 Lit		25		10	35
4	PUF Box 300 Lit		25		15	40
		110	300	100	125	635

FRP Box						
SL. No	ITEM	TVM	KLM	ALPY	PTA	TOTAL
1	FRP Box 60 Lit	5	25	5	5	40
2	FRP Box 100 Lit	25	25	10		60
3	FRP Box 120 Lit	10	25	5	10	50
4	FRP Box 200 Lit	20	25	10	10	65
5	FRP Box 310 Lit	10	10	10	5	35
		70	110	40	30	250

FREEZE PAD						
SL. No	ITEM	TVM	KLM	ALPY	PTA	TOTAL
1	Freezer Pads 1 Lit	50	15	20	15	100
2	Freezer Pads 4 Lit		15	20	10	45

****Exact Billing addresses will be fixed and confirmed in the Purchase Orders issued to successful bidders***

Quantity mentioned above is approximate and may vary to plus or minus side at the time of placing order.

Guarantee:

The supplier shall guarantee the satisfactory performance of the boxes for a minimum period of 12 months from the date of delivery. Any defect due to use of substantial material or workmanship shall have to be replaced by the supplier at his own cost.

7.Payment:

100% of the total contract price shall be paid within 20 days on receipt of the items in good condition at respective dairies.

8.Liquidated damage clause:

If the supplier fails to deliver any or all of the goods or perform the contract within the time period specified in the contract, TRCMPU shall

without prejudice to its other reminders under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 % of the unexecuted contract value for each week of delay. The total amount so deducted shall not exceed 5 % of the contract value. Once the maximum is reached, we may consider the termination of the contract.

- a. Any incidental taxes and levies on account of delay in performance of the contract by the supplier shall be at his account.
- b. However genuine reasons if any will be given due consideration before Operating the liquidated damages clause, against documentary evidence

9. Testing / Test Certificates:

The successful tenderer shall produce the Test Certificates at the time of delivery for all the materials used for the manufacturing.

10. Service Network:

The supplier shall have good service network, to cater the entire southern districts of Kerala.

11. Deviation Statement:

Non-compliance with even a minor technical requirement, terms and conditions should be specifically stated by the bidders in the technical deviation statement to be uploaded along with the bid.

Managing Director, TRCMPU reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.

TECHNICAL SPECIFICATIONS

PUF BOX

1. PUF insulated boxes of 25, 50, 150, 300 Litres capacity with body in FDA approved food grade LLDPE material (IS Standard).
2. The volume mentioned above is the inner volume when the lid is placed properly.
3. Our logo & emblem should be screen printed on two wider side walls in Blue / Black colour in all the boxes.
4. The colour of the box shall be blue / creamy white.

5. It should be manufactured from 100% hygienic leak proof; rust proof and corrosion free material and shall be stackable. The lid and the body of the boxes shall be perfectly mating when closed, without any gap to prevent entry of hot air.
6. **Stainless Steel hinges and locks / latches should be provided in adequate numbers shall be provided. Stainless steel material for hinges latches and screws shall be of AISI 304 grade.**
7. For PUF boxes the maximum temperature rise allowable should be less than 7 degrees respectively in 24 hrs time. The PUF material shall have average density of 36 to 40 kg / M³. Rigid PUF having 'K' value of 116 kJ / m / °C should be used as insulating material. If the temperature rise is found more than the limits specified above TRCMPU dairies will have the right to reject the goods partially or fully or to impose suitable penalty.
8. The bottom design shall be strong, rigid and durable.
9. The top cover of capacity 50 ltr and above should have vendors lid.
10. The PUF box should be of sanitary design.
11. PUF boxes should have drain hole at bottom with suitable drain plug, it should be of sanitary design.

FRP BOX

1. FRP boxes of 60,100,120,200,310 Litres capacity with body in FDA approved food grade FRP material.
2. Thickness of the insulation should be 4 cms of rigid Polyurethane foam. Both inside and outside boxes should be single moulded fibre glass reinforced plastic.
3. A frame shall be fabricated by using 3mm thick ¾" angle iron for covering all side corners with suitable painting and 26 SWG GI sheet shall be provided in the bottom side of Box.
4. The volume mentioned above is the inner volume when the lid is placed properly.
5. Our logo & emblem should be screen printed on two wider side walls in Blue / Black colour in all the boxes.
6. The colour of the box shall be blue / creamy white.

7. Boxes should be manufactured from 100% hygienic leak proof; rust proof and corrosion free material and shall be stackable. The lid and the body of the boxes shall be perfectly mating when closed, without any gap to prevent entry of hot air.
8. Stainless Steel hinges and locks / latches should be provided in adequate numbers shall be provided. Stainless steel material for hinges latches and screws shall be of AISI 304 grade.
9. The FRP material shall have average density of 36 to 40 kg / M³. Rigid FRP having 'K' value of 116 kJ / m /°C should be used as insulating material. If the temperature rise is found more than the limits specified above TRCMPU dairies will have the right to reject the goods partially or fully or to impose suitable penalty.
10. The bottom design shall be strong, rigid and durable.
11. The FRP should be of sanitary design.
12. Maximum temperature loss should not exceed 1°C in 4 hrs. When ice cream kept at -18°C without opening the box in between.

FREEZE PADS

1. Freeze Pads of 1 lit & 4 Litres made with virgin FDA approved food grade FRP HDPE & PCM material.
2. Should be of sanitary design and bacterial & Adour free

GENERAL TERMS & CONDITIONS

Apart from the general terms and conditions given below, this Purchase Order shall be subject to the general terms and conditions as stipulated in our enquiry/tender against which this Purchase Order is placed.

1. Inspection:

The equipment under the purview of your supply should be inspected by your own technical experts at your works, and such an inspection Report should be forwarded to us in triplicate. However, the TRCMPU reserves a right to inspect at any stage of fabrication/manufacture of the equipment/material. You should intimate the 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 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 or any other details of the items utilized in the process of manufacture/fabrication.

2. Dispatch Instruction:

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 despatch 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 despatched on freight paid basis respective 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 3 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 actuals to you against production of documentary evidence. In the event of any damage to/loss of consignment in transit, it will be your responsibility to lodge

necessary claims with the carriers/underwriters and pursue them till settlement. Since the insurance policy will be obtained in our name, we shall, if required, give you necessary authorization letter authorizing you to lodge and pursue claims on our behalf with the carriers/underwriters. You shall also have to make good the losses/damages occurring in transit by making replacement/payment to us in the first instance; if claims are settled by the underwriters and any amounts are realized by us, the amounts thus realised 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 despatch 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, 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 and handling of such rejected goods till the goods are removed from our premises/stores.

7. 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 their clients on behalf whom this purchase order is placed.

You shall also guarantee to repair/replace without any extra cost, the items or parts, thereof, if found defective due to bad design workmanship or substandard material brought to your attention for the time period mentioned in the guarantee period clause of this tender document/purchase order, from the date of putting on use/ commissioning of months from the date of receipt of material at site whichever is earlier. It is necessary to send the defective equipment or parts that to your works for repair/replacement, without forming any precedence, the cost of repacking, loading, unloading, transportation from 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 no 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 specified in the tender document/purchase order, from the date of commissioning of the plant. Any defect arising out faulty erection/installation or use of substandard material workmanship shall have to be rectified by you at your cost.

8. Submission of Bills:

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

9. 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 with stipulated delivery period or breach of any of the clauses mentioned herein. Consequential losses if any, on account of our order installation done or obtaining supplies from alternative sources besides payment of higher price shall be recovered from you.

10. 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-contractors, their experience, specialization. The sub-contract can be awarded by you only after obtaining written approval from us. In the event of sub-contract also the primary responsibility rests on you regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors.

11. Force Majeure:

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier nor the purchaser be considered in default

in performance of his/their obligations hereunder if such performance is prevented or delayed because of 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 of any act of God or any other cause whether of similar or dissimilar beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contract 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.

12. **Arbitration:**

In the event of any dispute in the interpretation of the terms of this agreement/purchase order of difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/accepted purchase order or with regarding performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes of difference of opinion amicably by mutual negotiations. In case, no agreement is reached, either party may forthwith give to the other, a notice in of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the supplier and the other to be nominated by the purchaser or in case the said arbitrators do not agree the adjudication will be done by an umpire as the case may be which shall be final and binding on the parties under the provisions of the Arbitration Act, 1940 and the rules there under or any statutory modification thereof for the time being in force shall prevail. The Agreement / Purchase Order, venue of all such arbitration shall be Kozhikode, Kerala. only.

Jurisdiction: Thiruvananthapuram Kerala only.