



**milma**  
TRCMPU LTD

**PATHANAMTHITTA DAIRY**

(An ISO 22000:2018 Certified Dairy)

Mammoodu, Nariyapuram.P.O., Pathanamthitta - 689 513

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Email: milmapasp@gmail.com, www.milmatrcmpu.com

No. 1120/PTD/P&S/2023-24/03

19.09.2023

**NOTICE INVITING TENDER**

The Senior Manager, Pathanamthitta Dairy invites bids from Manufacturers/Dealers/Sub Dealers for Delivery, Installation, Commissioning and related services of 40 numbers of 12V Exide EL40 Tubular Battery on buy-back basis.

1	Tender No. & Date	1120/PTD/P&S/2023-24/03 Dated, 19.09.2023
2	Supply	Delivery, Installation, Commissioning and related services of 40 numbers of 12V Exide EL40 Tubular Battery on buy-back basis
3	Specification	Attached
4	Date of Publication of tender.	19.09.2023
5	Date of Submission of tender	26.09.2023 3.00 PM
6	Date and time of opening of tender	26.09.2023 3.30 PM
7	Tender submission and place of opening	Milma, Pathanamthitta Dairy, TRCMPU Ltd, Mammoodu, Nariyapuram.P.O., Pathanamthitta - 689513
8	Bid Validity	30 Days
9	Completion Period	Within 7 days from the date of Confirmed order.
10	Tender Submission	On sealed cover superscribed "Tender for Supply of Exide EL40 Tubular Battery"

**1. Scope of work**

The existing 40 Nos of Battery to be detached from the present space and the new batteries to be connected on another location with cables (Connecting cables shall supplied by PTA Dairy). The overall output of 480V should be available after completion of entire work to connect with the UPS.

**2. Delivery & Billing Address:**

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

### 3. Terms of payment

Payment shall be released by Pathanamthitta Dairy as detailed below :

- 100 % of the order value shall be released on satisfactory completion of work after hand over the warranty certificate from OEM.

### Eligibility and qualification requirements:

- To be eligible for the award of contract, bidder should 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 should include the following information.
- Copies of Sales tax & service tax registration certificate.
- The bidder should be in same business as Supplier / manufacturer/Service providers for which the bid is invited for a minimum period of 2 years at the time of bid opening.

  
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Senior Manager  
  
AM(E)

## Technical Specification

<b>Supply (Battery)</b>	
Make	Exide
Capacity	40 AH
Qty	40 Nos
Model	EL 40
Type	Tubular
Voltage	<b>12V DC</b>
Warranty	48 Months
Thickness of MOC	3.0 mm
Shelf Life	A fully charged battery should stand storage for minimum 6 months at room temperature $25 \pm 20$ C with efficiency 83% or more
Period of Manufacturing	Battery should not be manufactured six months earlier than the date of supply
Certification	ISO certified
<b>Buy Back Details (Battery)</b>	
Make	Exide
Capacity	50 AH
Model	6EL50
Return Qty	40 Nos
Type	Tubular
Present Condition	Good (The Life span Nearing to replacement period)



## GENERAL TERMS & CONDITIONS

### 1. Inspection:

The battery under the purview of your supply should be inspected by your own technical. 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 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 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 48 months from the date of putting on use / commissioning.. If it is necessary to send the defective battery 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 48 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/direct, 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. 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.

### 13. 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.

### 14. 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.

  
Senior Manager  




**THIRUVANANTHAPURAM REGIONAL CO-OPERATIVE  
MILK PRODUCERS UNION LTD.**

**PATHANAMTHITTA DAIRY**

Mammoodu Jn., Nariyapuram P.O., Pathanamthitta  
Ph (office): 0468 2350089, 2350099, 2350187, 2350801

**ANNEXURE I**  
(Filled by Bidder)

NO: .....

DATE: .....

**TENDER FORM**

NAME :

ADDRESS :

CONTACT NO :

E-MAIL-ID :

(Note: Last date for submission — .....)

(The Bidder should submit Aadhar copy or Registration details along with Tender Document)

*Signature of bidder*

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MILK PRODUCERS UNION LTD.**

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**ANNEXURE II**

**(Filled and signed by Bidder)**

SL NO	ITEM DISCRIPTION	NOS	UNIT RATE	TOTAL AMOUNT
1.	12V Exide EL40 Tubular Battery  (To be quoted the unit rate on Buy Back basis – 6EL50 Tubular Battery)	40		

I hereby declare that all the details entered by me is correct and I will obey the terms and conditions of the tender NO: 1120/PTD/P&S/2023-24/03Dated, 19.09.2023

**Signature:**

**Name :**