



**ERNAKULAM REGIONAL CO-OPERATIVE
MILK PRODUCERS' UNION LTD**

PB NO: 2212, EDAPPALLY, KOCHI – 24

PH: 0484 2541193, 2556863 EMAIL ID: ercmpu@gmail.com,

No: EU/PUR/4/ADVT/2021-22

**TENDER FOR THE
SUPPLY & FIXING OF
CANOPY**



ERNAKULAM REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD.

P.B.No.2212, Edappally, Kochi - 682 024.

Ph: 0484 2541193, 2556863 Email:- ercmpu@gmail.com

Website: www.ercmpu.in

No.EU/PUR/4/ADVT/2021-22

Dated: 26.08.2021

QUOTATION NOTICE

The Ernakulam Regional Co-operative Milk Producers Union Ltd invites sealed competitive bids from reputed Manufacturers/Suppliers having sound technical and financial capabilities for the supply and fixing of Canopies to be fitted on three wheeler cargo carrier vehicles for storage/transportation of Ice Cream and other frozen products.

Bid Reference	EU/PUR/4/ADVT/2021-22
Estimated Cost	4.90 Lakhs
Amount of Bid Security (DD in favour of Managing Director, ERCMPU Ltd Payable at Ernakulam)	` 5,000/- (Rupees Five Thousand Only)
Cost of Tender form (Including Taxes)	` 100/- each
Sale of Tender form	26.08.2021 to 10.09.2021, 01.30 PM
Pre-bid Meeting	03.09.2021 at 11.30 AM
Last date and time of submission of Bids	10.09.2021, 2.00 PM
Place of Opening	Ernakulam Regional Co-operative Milk Producers' Union Ltd., Head Office, Edappally, Kochi - 24, Phone: 0484 2556863, 2541193
Date & Time of Opening of bids.	10.09.2021, 3.00 PM
Equipments for which the tender is invited	Canopies suitable for Three-Wheeler Cargo Carrier Vehicles - 25 Nos.
Technical Specifications	Enclosed.

The tender document can also be downloaded from our website www.ercmpu.in and should be submitted along with its cost and EMD. The Ernakulam Regional Co-operative Milk Producers' Union shall not take the responsibility for any delay in receipt of the bidding document if it is sent by post.

MANAGING DIRECTOR

Copy to: Manager, Products Dairy
Head (Mktg.)/Asst. Manager (F/A)
Mf/Oc

SPECIAL TERMS AND CONDITIONS

1.0 Eligibility Criteria

- a. The bidder should be in business of supply and erection of canopies for vehicles using for Ice cream transportation/storage for a minimum period of two years at the time of bid opening.
 - b. For the Bidder, to be eligible for bidding this contract shall have successful supply and erection of canopies in Co-operative Milk Unions/Govt. Sector/ Public Sector in India (Successful Installation list shall be provided).
 - c. The supplier should have facility for erection of canopies on the vehicles in the nearby districts of Ernakulam.
 - d. The supplier should have GST registration.
 - e. Proof of the above may be attached along with the technical bid, failure of which will lead to disqualification of the Bidder.
- 1.1 The tender may be submitted in two parts viz. Technical and commercial. In technical part, they should also attach the brochure of the items, Client list, quality test certificates etc. and this tender document after signing at the bottom of each page as a token of acceptance of the terms and conditions and specification. The Bidder may quote their reasonable/lowest rate in the Commercial Part. The rate quoted shall clearly indicate the Basic price, GST (%), Freight, Insurance, Fitting charges and any other statutory/incidentals etc. in complete. No other extra payments will be made. The rate quoted shall be valid for a period of 6 months from the date of opening
 - 1.2 The Bidder shall submit the EMD in a separate cover as indicated in the tender notification along with the tender in the form of Demand Draft, drawn in favour of the Managing Director, ERCMPU Ltd., Edappally payable at Ernakulam.
 - 1.3 Firstly, only technical part shall be opened and evaluated. After getting necessary clarifications if required, commercial part shall be opened. The commercial bid of those who qualified in the technical evaluation will only be opened.
 - 1.4 The cover containing the tender should be super-scribed the tender reference as **“TENDER FOR THE SUPPLY OF CANOPIES”**.
 - 1.5 Supply & fixing of whole items must be made within 30 days from the date of receipt of the order or letter of intent.
 - 1.6 Delivery Details: The Canopies shall be fitted on the three-wheeler cargo carrier vehicles. Concerned Head will send the vehicle to the supplier’s work shop for fitting the canopies. The fitting of canopies shall be completed within 2 days on receipt of the vehicle.

2.0 Payment Terms

- 2.1 30% of the basic cost of equipment shall be paid as advance from this office immediately on submission of Bank Guarantee from a Nationalized Bank OR from a reputed scheduled Bank, valid till the delivery of the equipments at site.
- 2.2 60% of the total value shall be released from this office within 20 days on acceptance of performance report of the concerned Head.
- 2.3 The balance 10% will be released after one month on submission of a Performance Bank Guarantee for 10% of the cost of the items valid till the completion of guarantee period. In the absence of Performance Bank Guarantee, the balance amount will be paid after the guarantee period only.

3.0 Liquidated Damages

If the supplier fails to deliver any or all of the goods or perform the contract within the time period specified in the contract, ERCMPU Ltd shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to

- a. 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.
- b. Any incidental taxes and levies on account of delay in performance of the contract by the supplier shall be at his account.

However genuine reasons if any will be given due consideration, on production of documentary evidence before operating the liquidated damages clause.

4.0 Guarantee:

The supplier shall guarantee the Canopies for a minimum period of 12 months from the date of acceptance of the concerned unit. Any defect due to substandard material or workmanship shall have to be rectified/replaced by the supplier at his cost & risk.

TECHNICAL SPECIFICATIONS

A. FUNCTIONAL REQUIREMENTS

The canopies would be used to provide top covering for three-wheeler cargo vehicles for storage and transportation of Ice cream products to various destinations.

DESIGN REQUIREMENT

The overall size of the cargo bed of vehicle is 1600 x 1400 mm.

The approximate size of UT freezers in the vehicle is 1300 x 700 x 800 mm.

CONSTRUCTIONAL FEATURES

- The canopy should be made of specially molded polycarbonate sheet material.
- Approximate size of hood is 1800 x 1500 mm.
- The wind shield shall be of Lexan UV protected sheet with an approximate size of 1200 x 900 mm.
- The 2 sides of canopy shall be fitted with 1800 x 300 mm display boards and other 2 sides with 1200 x 300 mm display boards of poly carbonate sheet.
- The steel structure of canopy made in folded 1.5 mm coated GI sheets with 25 cm visible area for branding. Lighting from inside with LED tube lights 20W – 3Nos.
- The Frame work shall be mounted on the vehicle body with 50 mm GI pipe B - class with telescopic arrangement using 40 mm GI pipes. The height of canopy can be adjusted up to 300 mm.
- All frame work and poles shall be painted with one coat of metal primer and two coats of enamel paint.
- Proper clamps with rubber buffers should be provided to make the fittings rattle proof.
- The canopy should make attractive with glass fill vinyl graphics printed by 600 x 600 dpi color span UV resistant ink.
- Canopies should be lighted from inside using tube lights having length 2 Ft [40 watts - 3 Nos.] with Electronic Choke and one number CFL [24 watts] make Philips/Crompton/Havells with necessary controlling switches.

GENERAL TERMS & CONDITIONS

Apart from the general terms and conditions given below, the Purchase Order shall be subject to the general terms and conditions as stipulated in our enquiry/tender against which the 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 as inspection Report should be forwarded to us in triplicate. However, the ERCMPU reserves a right to inspect at any stage of fabrication manufacture of the equipment/material. You should intimate the ERCMPU 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. 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 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.

3. 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.

4. 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.

5. 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.

6. Liquidated Damages and Recovery of Advance:

The Liquidated Damages and Recovery of advance clause shall govern the accepted delivery schedule of supply and/or installation. 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, ERCMPU 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 value of the delayed items only for each week of delay.

The total amount so deducted shall not exceed 10% of the purchase order value. Once the maximum is reached the ERCMPU 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 paid, along with interest at the rate of 21% 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.

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 ERCMPU 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 within 12 months 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.

Any defect arising out faulty erection/installation or use of substandard material workmanship shall have to be rectified by you at your cost.

8. Warranty:

You must provide a warranty for a minimum period of 12 months from the date of fixing of the equipment for satisfactory performance of the supplied equipment according to the designed/rated/installed capacity or any other norms fixed by ERCMPU.

9. Drawings, Specifications and Manuals:

Prior to commencement of fabrication, you shall have to submit for our approval, two sets of drawings of all the items ordered for showing overall dimensions with typical sections, details of service connections and their equipment, details of drive units etc. drawings should also show a complete bill of material, wherever applicable.

In case of items, for which drawings are provided by the ERCMPU you shall fabricate/manufacture the items strictly in accordance with drawings and any other instructions given by the ERCMPU. For such items, there is no need for you to submit the drawings to us for approval prior to commencement of fabrication/manufacture. Where documents and drawings are supplied to you by ERCMPU they must be treated as confidential, must not be copied, reproduced, transmitted or disclosed otherwise in whole or part, not delicately modified, divulged or discussed with any third party nor used in any other way without the consent of the ERCMPU in writing. All documents and drawings shall be the property of ERCMPU and they must be returned to ERCMPU.

10. 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 Office. 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.

11. 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 completion 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.

12. 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.

13. 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.

14. 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 here to 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 Ernakulam, Kerala Only.

15. Jurisdiction: Ernakulam, Kerala only.