

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

P.B.NO.2212, EDAPPALLY, KOCHI – 682 024

PHONE: 0484 – 2541193

No. EU/PUR/132/DG/2021-22

**RE-TENDER FOR THE SUPPLY,
ERECTION & COMMISSIONING OF
DIESEL GENERATOR -
25 KVA**

BID FORM

1	Registered Name of Bidder:	
2	Address:	Office Address:
3	Telephone:	Land Phone : Mobile : E mail : Fax :

**ERNAKULAM REGIONAL CO-OPERATIVE MILKPRODUCERS' UNION LTD.
P.B. NO. 2212, EDAPPALLY, KOCHI – 24**

No. EU/PUR/132/DG/2021-22

Dated: 01.10.2021

RE-TENDER NOTICE

The Ernakulam Regional Co-operative Milk producers' Union Ltd. invites sealed tenders from experienced manufactures, authorized distributors for the supply, erection, testing and commissioning of 1 No. of 25 KVA DG Set at Kuttichira APCOS. Interested eligible Bidders may obtain further information from the office of ERCMPU Ltd.

The bid shall be submitted in two cover system consisting technical bid & price bid. The price bid of those who qualify in the technical bid only will be opened. Detailed terms and conditions, scope of work etc as indicated in the invitation to bid are contained in the bidding document of the above work.

Tender Notice No.	:	No. EU/PUR/132/DG/2021-22
Estimated value	:	Rs. 3.60 Lakhs
Tender download	:	Can be downloaded from the website www.ercmpu.in ,
EMD	:	Rs. 4000/- (Inclusive of taxes)
Price of Tender Document	:	Rs. 200/- (Inclusive of taxes)
Last Date for Submission of Tender	:	07.10.2021 at 02.30 PM.
Date of opening (technical bid)	:	07.10.2021 at 03.00 PM.
Time of completion	:	45 days
Bid Validity	:	180 days

All bids must be accompanied by Bid security (EMD) and tender fee as specified in the tender notice.

MANAGING DIRECTOR

Copy to: Sr. Manager (P&I) I/c/Asst. Manager (F/A)/Head (Projects)
Sr. Manager I/c, Ernakulam Dairy
Mf/Oc

GENERAL TERMS AND CONDITIONS (INSTRUCTION TO BIDDERS)

Tender for the supply, erection and commissioning of 1 No. of 25 KVA DG Set subject to the following terms and conditions.

1. Eligibility and Qualification Requirements.

1.1. To be eligible for the award of Contract, bidders shall provide satisfactory evidence to the ERCMPU regarding their eligibility, capacity and adequacy of resources to carry out the Contract effectively. To this end, all bids submitted shall include the following information.

- 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. 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 last five years, and details of current work in hand and other Contractual commitments shall be submitted as per Annexure III Schedule 1 and Schedule II of this bidding document. (Name of work – turn-key jobs, capacity of the DG sets installed, Contract reference, Name and detailed postal address of client, value of work, time of completion, date of completion etc. are to be furnished).
- c. Copy of license/certificate issued by competent authorities.

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

- a. The bidder should be in business for a minimum period of 5 years at the time of bid opening in the same name and style.
- b. The bidder should have completed a minimum of 5 similar installation for which this Tender notice is issued, during the last five years.
- c. At least 5 Nos. of successful supply & erection list shall be provided. Number of Installation made in Kerala may please be mentioned separately. The bidder shall furnish the documentary evidence.
- d. The bidder's annual financial turnover in the same name and style during the last three years shall not be less than the probable amount of contract as specified in the invitation to Bid.
- e. Only those firms which are manufacturer or their authorized dealers/distributors are eligible to quote in the tender.
- f. Authorized dealers/distributors should attach a certificate of authorized dealership/distributor along with their bid.
- g. Certificate of authorized Dealership /Distributorship must be valid at least for 1 year from the date of opening the Tender.

2. Scope of Work

Supply, erection and commissioning of 25 KVA DG Set at Kuttichira 149 (D) APCOS. Kuttichira PO, Thrissur – 680 724.

3. Schedule of Quantities and Rates

- i. The specification for supply is given in the Tender.
- ii. The rate quoted shall be inclusive of all applicable taxes and duties, material cost, transportation of materials to site, loading and unloading charges, positioning of the equipment and nothing extra will be paid on any account.
- iii. The award of work shall be on item rate contract basis and no part of the work shall be considered on percentage or lump sum basis unless specifically agreed by the undersigned.

4. Tender Fee & Earnest Money Deposit

The tender fee of Rs. 200/- shall be accepted as

1. Cash at our office
2. Demand Draft in favour of Managing Director, ERCMPU Ltd., payable at Edappally
3. NEFT (Name of Account Holder-Ernakulam Regional Co-operative Milk Producers' Union Ltd. Account Number - 14960200 0000075, IFS Code - IOBA0001496, Bank - Indian Overseas Bank, Koonamthai, Edappally),

The EMD of Rs. 4000/- shall be accepted as

1. Demand Draft in favour of Managing Director, ERCMPU Ltd., payable at Edappally
2. NEFT (Name of Account Holder-Ernakulam Regional Co-operative Milk Producers' Union Ltd. Account Number - 14960200 0000075, IFS Code - IOBA0001496, Bank - Indian Overseas Bank, Koonamthai, Edappally),

3. Those who have submitted EMD against tender notice no. EU: PUR: 132: DG: 2021-22 dated 26.08.2021 are exempted from EMD.

The EMD of the successful Bidder will be released after signing of the agreement and submission of performance security.

EMD will be returned through online transaction/Cheque only.

No interest will be paid for the EMD for the period for which it lies with the ERCMPU.

The bid security may be forfeited

- a. If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
- b. In the case of successful bidder, if the bidder fails
 - To sign the contract
 - To furnish performance security

6. The Tender should be submitted as follows

Cover I

1. Tender fee and EMD details. Sealed & signed tender document.
2. Documents to prove the qualifying criteria as follows;
 - Registration certificate of the firm
 - Details of GST registration.

- Scanned copy of GST certificates.
- Scanned copy Income Tax returns filed for last two years.
- Copy of audited P&L statement and Balance Sheet for the past two years.
- Details of orders for similar equipment executed during the last three years, along with address of clients / customers, contact person, contact no, e-mail ID etc.
- Details of similar contracts on hand and other contractual commitments if any.
- Technical details, Details of Service requirement viz. Electrical power, consumption etc. complete to be furnished with the offer.

Cover – II

Price bid in Bidder's letterhead duly sealed & signed.

10. Note to Bidders

- i. Bidders are advised to note the Tender Id, Tender No. & Date for reference.
- ii. All submitted documents should contain the signature and the office seal of the bidder/authorized persons.
- iii. The Managing Director, ERCMPU Ltd., reserve the right to negotiate with the bidder and to reject any or all the bids without assigning any reason.
- iv. The ERCMPU does not bind itself to accept the lowest offer and reserve the right to accept any offer in part or full without assigning any reason. The bidders shall not have any claim in this regard.
- v. The ERCMPU shall not be liable for any damage or compensation in consequent to any accident of injury to any workman of person employed by the contractor for the works connected the contract.
- vi. The Bidder should have service setup in Kerala to attend the 25 KVA DG Set within 24 hours in case of failure/ breakdown.
- vii. For commissioning, all necessary connections should be done by the supplier. Successful bidder will have to commission the equipment and show the rated performance as per the direction from the concerned officers of E.R.C.M.P.U Ltd.
- viii. The installation work to be carried out without affecting the day to day operation of the plant and shall not cause any damage to other installations at B.M.C.U.

11. Period of Validity

The offers submitted by the Bidder shall remain valid for acceptance for a period of 180 days from the date of opening.

12. Period of Completion

All the works specified in the scope of work should be completed in all respects within 45 days from the date of order.

13. Agreement

The successful bidder has to execute a contract agreement on a Kerala stamp paper worth Rs.200/- within 15 days of receipt of order.

14. Performance Security

Within 10 days of the work order the successful bidder shall furnish a performance security equal to 10% of the contract value valid till the delivery of the equipment. The performance security shall be in the form of Demand Draft or Bank Guarantee in favour of Managing Director, ERCMPU Ltd. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the ERCMPU may make the award to the next lowest evaluated bidder or call for new bids. If the performance security submitted is valid for the entire period of the contract including guarantee period plus 90 days, no separate performance guarantee is required for releasing the retention amount after supply, erection & commissioning.

15. Submission of Bills

- i. Bills shall be prepared in duplicate in the name of Senior Manager I/c, Ernakulam Dairy for releasing the payment.
- ii. While settling the bills, statutory deductions such as income Tax, GST, on works contract etc. if any applicable will be deducted from the payment due to the contractor.

16. Payment Terms

- 30% advance on acceptance of the order, signing the agreement and against a bank guarantee for the advance payment for an equal amount from a Nationalised bank OR from a reputed scheduled Bank, valid till the delivery of the equipment at site.
- 50% payment against safe receipt of the goods at site.
- 10% payment on completion of erection, testing and commissioning of the items on group basis.
- Balance 10% payment will be retained as performance security. This can be released on submission of a bank guarantee for an equal amount, from a Nationalised bank OR from a reputed scheduled Bank valid for the entire guarantee period.

17. Guarantee /Warranty

You must provide a warranty for a minimum period of 24 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 ERCMPU. In case any work or part thereof, is found defective due to substandard material, bad workmanship, the same shall be repaired/replaced by the contractor without any extra cost during the guarantee period and the entire expenditure towards such repair/replacement shall be borne by the contractor.

18. Liquidated Damages

In case the work is not completed within the stipulated period of completion, liquidated damage will be levied @ 1% per week for the value of the portion of work so delayed

subject to a maximum of 10% of the work order value. However, if the works are delayed due to genuine reasons beyond the control of the contractor due consideration will be given while operating the liquidated damages clause provided the contractor furnishes the documentary evidence for the same and the same is found to be acceptable.

19. Resolution of Disputes

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.

20. General

- The undersigned reserves the right to accept or reject any or all quotations without assigning any reason whatsoever and no explanation can be sought on this account.
- The Diesel Generator set shall be transported after fulfilling the entire requirements to the site.

TECHNICAL SPECIFICATION

ANNEXURE – I

Make: Mahindra & Mahindra/Kirlosker/Cummins

FUNCTIONAL REQUIREMENTS

GENERAL DESCRIPTION

The ratings of the DG set required is 25KVA/20KW. The diesel generator set would be used to generate three phase AC electricity at 415 volts and 50 Hz. The generator set would be used to operate in case there is electric shut down/failure from the mains. The DG set shall conform to the latest Environment Protection Rules 2013 with updated amendments. The DG Set should be of proven make conforming to the following conditions.

Diesel Generator Set with Alternator and Engine as per latest updated CPCB II Norms

- The DG set should be suitable for power factor 0.80 lag and alternator efficiency should be maximum 85%. The DG set should be suitable to take care of the electrical load pertaining to the condensing units, milk tank agitator and milk dispatch pump etc. of BMC Unit. The DG set shall also be sized considering the loads of milk pump in case of pump feed systems.
- An allowance of 10% additional load and ambient condition of 50 Degree dry bulb temperature should be considered in design. The DG set should be suitable for operating 10% over load for a continuous period of one hour after every twelve hours of continuous operation without overheating. Body Earthing, Control Panel earthing, Neutral Earthing etc. should be provided as per Kerala State Electrical norms.
- The emission limits for diesel engines should be in conformity with the latest Gazette OF India notification for NO₂, HC, CO, PM, sound and smoke limit. A certificate to this effect from competent Authority should be submitted with the set. The DG set should be CPCB II approved. Price should be quoted for integrated acoustic enclosure to limit sound pressure level up to 75 dB (A) of 1 meter from the enclosure. It should confirm the latest specification of CPCB & Kerala State Pollution Control Board norms.

DESIGN REQUIREMENTS AND SCOPE OF SUPPLY

The DG set should comprise of diesel engine, alternator, control panel acoustic enclosure and accessories complete.

1. DIESEL ENGINE (Make: Cummins/Mahindra/Kirloskar/KEL)

The diesel engine should be water-cooled, Turbo charged, vertical type capable of developing required BHP when running at 1500 RPM under normal temperature conditions. The engine should confirm to BSS specification 5514 (1958) and rated for continuous running for 24 hours with an overload capacity of 10% for a period not exceeding 1 hour in any 12 hours running

1.1 The diesel engine should be complete with the following;

- Flywheel Housing to suit flexible coupling
- Coupling
- Pusher fan, Radiator with fan, Air cleaner
- Water pump with Unitized seal, Corrosion resistor
- Fuel and lubricating oil filters, Oil bath air cleaner - dry type
- Inline Fuel pump with A1 Class Mechanical Governing
- Diesel Tank capable of holding 150 Liters with accessories such as inlet, outlet, manhole/peep hole level indicator gauge with isolating cock, drain connection with isolating cock
- Silencer, Fuel Pump, Battery Charging Alternator
- Half-meter flexible connection / bellows for exhaust, Turbo charger
- Exhaust piping with silencer should be as per statutory norms, subject to a minimum of 6m from the ground level.
- Holding down bolts for combination base plate and anti-vibration pads as required
- Self-starting motor with suitable rated battery and cables.
- Microprocessor based Engine control panel with monitoring on Battery charging, Lubricating Oil temperature & Pressure, Water temperature, Hour and RPM indicator, Voltage, current, KVA, KW, Kwh, pf etc.
- Safety control (trip) for low lube oil pressure,
- Safety control (trip) for high water temp. Standard set of tools and spares

2. ALTERNATOR

Make: STAMFORD / Leroy Somer /Crompton greaves/Kirlosker/KEL

Make Brush less, self-excited, self-regulated giving an output of 25 KVA,(20 KW) 415 V,3 phase, 4 wire, 50Hz at 1500 rpm, IP23 S enclosure, class of insulation F/H for stator/rotor confirming to IS:4722.

- The alternator shall be capable of carrying an unbalanced load of 25% without injurious heating of any part, provided rated current is not exceeded. The alternator shall withstand a short circuit at its terminals for three seconds with excitation adjusted to develop rated voltage at no load without any damage. The sub transient fault current shall not exceed 15 times the full load current. Band of voltage regulation + 2.5% of rated voltage from no load to full load.
- The DG set with all its components shall comply with the latest applicable statutory regulations and safety codes of Kerala State Electricity Board / State Electrical Inspectorate/KSPCB in the locality where the equipment is to be installed).
- The DG set should be supplied with suitable floor mounting type acoustic enclosure as per CPCB norms, manually controlled Panel duly prewired Compartmentalized totally enclosed, dust and vermin proof with the following instruments:
 - One power factor meter of size 144 mm sq.
 - One suitably scaled Kwh& KVA meter with accessories

Three nos. suitably scaled AC ammeter of size 144 mm sq
One suitably scaled AC voltmeter with selector switch size 144 mm sq.
One No Frequency meter size 144 mm sq.

One suitably rated four poles MCCB with required settings (UV release coil connected with ELR and PFR etc.) to disconnect power supply in case the load of generating set increases beyond permitted limits or in case of short circuit.

MCCB shall be provided with door interlocking and also provisions for terminating cables etc.

One set of Aluminum TPN Bus bar – sizing based on 0.8 amps / Sq: mm current density (PVC sleeved)

One set indicating lamps for Phase indications and set ON & load ON indication with control fuses

Separate set of current transformers to be provided for protection and metering. For metering class 1 CT to be provided. The control panel should conform to the Indian electricity rules / Kerala Electrical Inspectorate Regulations.

- The diesel engine and alternator should be mounted on specially designed combination base plate and MS structure of extremely rigid fabrication. The base plate should be suitable for mounting the set on foundation. Required anti-vibration pads also are to be supplied.

3. ACOUSTIC ENCLOSURE

The engine shall be enclosed in an acoustic enclosure strictly as per CPCB norms. The sound level should not exceed that specified by Kerala State Pollution Control Board. The acoustic enclosure should be made of CRCA sheet in Munsel green shade and a structural metal frame painted in black colour. Sufficient air flow to be provided for transferring the heat produced during running of the set. The GA drawing and wiring diagram of the control panel shall be got approved before fabrication of control panel.

Two sets of operation and maintenance manual for Diesel engine and alternator each should be supplied along with the DG set. Necessary test certificate in original for the engine, alternator and other meters with wiring Diagrams should be supplied. Standard set of tools shall also be supplied. However, the make & model shall be approved by ERCMPU. It shall be in continuous operation for up to 8.0 hrs. (Uninterrupted) per shift, 2 shifts per day and 365 days in a year. The set shall be suitable for operating at 10% overload for a period of 2 hours without overheating.

The supplier should depute his service personnel ON FREE OF CHARGE BASIS FOR TESTING AND COMMISSIONING the set immediately on hearing the information that the set is installed.

4. STANDARD CONTROL PANEL:

Totally enclosed sheet metal control panel as per KSE Inspectorate requirements are suitable for the above alternator. A suitable cable of adequate size with crimping legs of 30m in length

shall be supplied for connecting the output of the DG set to the BMCU control panel/ Supply input

5. FUEL TANK

Suitable for continuous running of minimum 8 Hrs.

6. BATTERY

EXIDE make 12 V Battery. Supplier shall also include Battery and Battery Charger under main control panel & electrical Starting System in the system.

7. MOUNTING ARRANGEMENT

The complete DG set should be coupled as per manufacturer's standard design & both units shall be mounted on a common MS fabricated base frame to ensure perfect alignment of engine & alternator with minimum vibrations. The base frame shall have AVM pads. The common base frame shall be epoxy paint coated in black shade as per manufacture standard & comply with the Motor Vehicles Act.

GENERAL TERMS & CONDITIONS

1. Inspection:

The equipment under the purview of your supply should be inspected by your own technical experts at your works, and such Inspection Report should be forwarded to us in triplicate. However the ERCMPU reserves its right to inspect at any stage of fabrication / manufacture of the equipment / material. You should intimate 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 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. Despatch 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 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, 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, 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 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 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, 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 ERCMPU. 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 30 months from the date of putting on use / commissioning or 24 months from the date of receipt of material at site whichever is earlier. If it is necessary to send the defective equipment or parts thereof to you works for repair / replacement, without forming any precedence, the cost of repacking, loading, unloading, transportation from the site to your works and back to site shall have to be borne by you. The guarantee however does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment during repairs by personnel other than the supplier or his authorized agents. In case of installation jobs you shall have to guarantee the complete installation for satisfactory performance for a minimum period of 12 months from the date of commissioning of the plant / equipment. Any defect arising out of faulty erection /installation or use of substandard material or workmanship shall have to be rectified by you at your cost.

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. 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.

15. 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.

16. 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.

17. 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, ERCMPU shall not bear any liability what so ever, the entire responsibility primary and final in this respect will be that of contractor.

18. Jurisdiction

ERNAKULAM (KERALA) Only

ANNEXURE - II**SCHEDULE 1**

Major works successfully completed during last five years

Sl. No	Name of work	Place	Contract Reference	Name of Client	Value of work	Completion period	Completion date

ANNEXURE – II***SCHEDULE II*****WORK IN HAND**

Sl. No	Name of work	Contract Reference	Name of Client	Place of contract	Value of contract	Completion period	Completion date



PERFORMANCE SECURITY FOR BANK GUARANTEE

WHEREAS.....
..... (name& address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No.....dated.....to supply (description of goods& services) (here in after called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a schedule commercial recognized by you for the sum of specified there in as a security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be a default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing, to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demand the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the.....day of20.....

(Signature of the authorized officer of the Bank)

.....
Name& designation of the officer
.....
.....

Seal, Name& address of the Bank& address of the Branch & Telephone No.....

FORM OF AGREEMENT
(On Non-judicial stamp paper of Rs. 200/-)

THIS AGREEMENT is made and executed on the day of2021 between the Ernakulam Regional Co-operative Milk Producers' Union Ltd, a society registered under the Kerala Co-operative Societies Act 1969 (Act 21 of 1969) and having its registered office at Edappally, Kochi - 682 024 (hereinafter referred to as ERCMPU which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of the ERCMPU) of the ONE PART and.....

.....
.....
(hereinafter referred to as the Contractor, which expression, shall unless repugnant to the context or meaning thereof, include the heirs, successors, assignees, executors and administrators of the Contractor) of the OTHER PART.

WHEREAS the ERCMPU is desirous that certain works should be executed, viz.,

.....
.....
and has, by Letter of acceptance dtd....., accepted a bid by the Contractor for the execution, completion and maintenance of such work, NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

- 1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to
- 2.0 The following documents shall be deemed to form and be read and construed as a part of this agreement, viz., read and construed as a part of this agreement, viz.,
 - a. this Form of Agreement
 - b. the Letter of Acceptance
 - c. the said bid and Appendix
 - d. the Technical Specifications
 - e. the Schedule of Quantities
 - f. the Schedule of Supplementary information
 - g. Special Conditions of Contract
 - h. General conditions of contract
 - i. Schedule of Materials to be issued by Owner/ERCMPU
 - j. Form of Bank Guarantees
- 3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities and discrepancies shall take precedence of ambiguities and discrepancies shall take precedence in the order set out above.
- 4.0 In the consideration of the payment to be made by the ERCMPU to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the ERCMPU to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
- 5.0 The ERCMPU hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.



IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed the day, month and year first and written.

Authorized Signatory

Signed, sealed and delivered for and on behalf of the within named Contractor, the other part.

In the presence of:

Witness:

(1) Signature
Name
Address

(2) Signature
Name
Address

Signed, sealed and delivered for and on behalf of the within named ERCMPU by the hands of its

Authorized Signatory.

Ernakulam Regional Co-operative
Milk Producers' Union Limited
Edappally, Kochi - 24.

In the presence of:

Witness:

(1) Signature
Name
Address

(2) Signature
Name
Address

(FORM OF PERFORMANCE GUARANTEE)
(ON NON-JUDICIAL STAMP PAPER OF RS. 100/-)

Bank Guarantee No.

Date:

This deed of performance guarantee made this.....day of 20..... (Two thousand and) by (Name and address of the Bank) (hereinafter referred to as the Bank) which expression shall unless repugnant to the context or meaning thereof includes its legal representatives, successors and assigns and the Ernakulam Regional Co-operative Milk Producers' Union Ltd (hereinafter referred to as the ERCMPU) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors and assignees.

Whereas ERCMPU has awarded an order bearing No..... (name and address of the party) (hereinafter referred to as the 'Contractor') for the supply and erection of..... And whereas, the Contractor has agreed to submit a performance guarantee in the form of a Bank Guarantee to the ERCMPU in terms and conditions of the order which will be kept valid up to 12 calendar months from the date of Bank Guarantee (the period should be till end of guarantee period). And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the ERCMPU and the Contractor.

In consideration of the ERCMPU having agreed to award the contract on the Contractor, we(name of the Bank), do hereby guarantee, undertake, promise and agree to with the ERCMPU, its legal representatives, successors and assignees that the within named.....(name of the Contractor) their legal representatives and assignees will faithfully perform and fulfill everything within the Contract on their part to be performed or fulfilled, at the time (time being the essence of the contract)and in the manner therein provided, do all obligations there under and we further undertake and guarantee to make payment to the ERCMPU of `.....(Rupees..... only) being the 10% of the contract value, in case the Contractor, their legal representatives and assignees do not faithfully perform and fulfill everything within the Order and the Contract on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations there under.

In case, the Contractor fails to perform or fulfill the Order as per the terms and conditions agreed upon, the ERCMPU is entitled to demand an amount equal to 10% of the order value from the Contractor and the demand made by the ERCMPU by itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfill his obligations and neither the Contractor nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment, on any ground.

We, (name of the Bank), do hereby undertake to pay an amount equal to 10% of the order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the ERCMPU stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Contractor or by reason of the Contractor's failure to perform the said Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `.....(Rupees..... only) being the amount equal to 10% of the total order value.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of 12 calendar months from the date of Bank



guarantee (the period should be till end of guarantee period) and till the ERCMPU certifies that the terms and conditions of the said order have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the ERCMPU on or before, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agree with the ERCMPU that the ERCMPU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend the time of performance by the said Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the ERCMPU against the Contractor and to forbear or enforce any of the terms and conditions relating to the said Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor, or for any forbearance, act or omission on the part of the ERCMPU to the said Contractor by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the ERCMPU may have or hereafter possess in respect of the goods supplied or intended to be supplied and the ERCMPU shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the ERCMPU may be entitled to receiving or have a claim upon and the ERCMPU at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the ERCMPU on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by Registered Post at the address of the Bank.

Any notice sent to the Bank at its address by registered post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact has been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We,..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the ERCMPU in writing and the guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs..... (Rupeesonly). The guarantee shall remain in force until20.....and unless the guarantee is renewed or a claim is preferred against the Bank within three months from the said date all rights of the ERCMPU under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

(SIGNATURE)

Place:
Date:

SEAL
CODE NO.

NOTE: 1 CONTRACTORS SHOULD ENSURE THAT SEAL AND CODE NO.OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

(FORM OF BANK GUARANTEE AGAINST ADVANCE PAYMENT)
(ON NON-JUDICIAL STAMP PAPER OF RS.100/-)

Bank Guarantee No.

Date:

1. In consideration of the Ernakulam Regional Co-operative Milk Producers' Union Ltd (hereinafter called 'the ERCMPU') having agreed to grant an advance of Rs..... (Rupeesonly) to M/s. (hereinafter called the 'said contractor') under the terms and conditions of order No.dt..... made between the ERCMPU and M/s. fordairy project (hereinafter called the 'said order') on production of a Bank Guarantee for Rs..... only). We(hereinafter called 'the Bank') do hereby undertake to pay the ERCMPU an amount not exceeding Rs.....(Rupeesonly) against any loss/damage caused to or suffered would be caused or suffered by the ERCMPU by reason of any breach by the said contractor) of any of the terms and conditions contained in the said order.

2. We,, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the ERCMPU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ERCMPU by reasons of any breach by the said contractor of any of the terms and conditions contained in the order or by reasons of the contractor's failure to perform the said order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding `.....(Rupeesonly).

3. We,, further agree that the guarantee herein contained shall, remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of the ERCMPU, under, or by virtue of the said order have been fully paid and it's claims satisfied or discharged or till the ERCMPU certifies that the terms and conditions of the said order have been fully and properly carried by the said contractor and accordingly discharge the guarantee unless a demand or claim under this guarantee made on us in writing on or before, we shall be discharged from all liability under this guarantee thereafter.

4. We,, further agree with the ERCMPU that the ERCMPU shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Order to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the ERCMPU against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Order and we shall not be relieved from our liability by reason of any such variation, or extension or for any forbearance, act of omission on the part of the ERCMPU or any indulgence by the ERCMPU to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.



5. We,lastly undertake not to revoke this guarantee during its currency except with the previous consent of the ERCMPU in writing.

6. Notwithstanding anything stated herein above the liability of the Bank Guarantee is restricted to Rs..... (Rupeesonly). The guarantee shall remain in force till the20..... and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date i.e. on or beforeall rights of the ERCMPU under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

Place:

Date :

(SIGNATURE)

**SEAL
CODE NO.**

NOTE: CONTRACTORS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS BEFORE SUBMISSION OF THE BANK GUARANTEES.