



**ERNAKULAM REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD.  
P.B.NO.2212, EDAPPALLY, KOCHI – 682 024  
PHONE: 0484 – 2541193**

**No. EU/PC/705/KTM/2021-22/5**

**TENDER FOR SUPPLY AND INSTALLATION OF SS 304 PLATFORM FOR  
KOTTAYAM DAIRY**

**2022**

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**ERNAKULAM REGIONAL CO-OPERATIVE MILKPRODUCERS' UNION LTD.**  
**P.B. NO. 2212, EDAPPALLY, KOCHI – 24**  
**Phone-0484-2541193, 2556863**

No. EU/PC/705/KTM/2021-22/455

10.02.2022

**TECHNICAL CUM COMMERCIAL TENDER NOTIFICATION**

The Managing Director, Ernakulam Regional Co-operative Milk Producers' Union Ltd (ERCMPU) invites sealed technical cum commercial tender for the **Supply of SS 304 Platform for Kottayam Dairy.**

Interested and eligible bidders may download the tender form from our web site [www.ercmpu.in](http://www.ercmpu.in). The cost of tender form should be submitted by online RTGS/NEFT along with EMD as given hereunder.

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|---|---|--|
| 1. Reference No                                   | : | EU/PC/705/KTM/2021-22/5                  |
| 2. Estimated amount                               | : | Rs.2,50,000/-                            |
| 3. Price of bidding document (non-refundable fee) | : | Rs. 500/- (GST Extra)                    |
| 4. EMD  | : | Rs. 2500/-                               |
| 5. Bid Document Download Starts on                | : | 11.02.2022 - 5.00 P.M                    |
| 5. Last Date /Time for submission                 | : | 19.02.2022 – 2:00 P.M.                   |
| 6. Date /Time of opening Technical Tender         | : | 19.02.2022 – 2:45 P.M                    |
| 7. Place of opening Tender                        | : | Head Office, Edappally.                  |
| 8. Bid validity                                   | : | 120 days from the date<br>of bid opening |
- 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.
  - All bids must be accompanied by a Bid security (Earnest Money) as specified above and must be delivered to the office of ERCMPU at Edappally on or before the last date and time of submission of bids as given above.

MANAGING DIRECTOR

Copy to: All Dairy Managers, Sub Units, Website, Notice Board.

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## **SPECIAL TERMS AND CONDITIONS**

- 1 **Downloading of tender document:** Tender document will be available for download on [www.ercmpu.in](http://www.ercmpu.in). However, tender document fee should be submitted as RTGS/NEFT along with EMD as mentioned in the Tender Notice.
- 2 **Publishing of Corrigendum:** All corrigenda shall be published on [www.ercmpu.in](http://www.ercmpu.in). and shall not be available elsewhere.
- 3 **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility in envelope duly sealed and super scribed as "Tender for the supply of SS 304 Platform for Kottayam Dairy." in which the technical bid and commercial bid/price bid shall be in separate sealed covers in which super scribed as "Technical bid" and "Price Bid".

### **Technical Bid Cover**

Profile of Organization

Details of Work Completion along with documents.

P&L Statement for the last three years.

GST Registration Certificate

### **Price Bid Cover**

Price Bid (Can be print in Bidder's Letter head also)

- 4 **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted along with the technical bid. Failure to submit the documents will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- 5 **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 Tender document.
  - 5.1 The Bidder may quote their reasonable/lowest rate. The rate quoted shall clearly indicate the Basic price, Excise duty, GST (%), Freight, Insurance, Entry Tax (%), P&F, Erection 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 4 months from the date of opening.
  - 5.2 The bidder should also submit the necessary brochures and this tender document with the offer after signing at the bottom of each page as a token of acceptance of the terms and conditions and specification.

- 5.3 Delivery Details: The equipment shall be delivered at the designated site of ERCMPU (Kottayam Dairy , Vadavathoor P O, Kottayam Dist). The supply shall be completed within 20 days on receipt of the order.
- 5.4 The tender document can be downloaded from our website [www.ercmpu.in](http://www.ercmpu.in).
- 5.5 The Bidder should have registration under GST. The registration number is to be indicated in the quotation.
- 5.6 The filled and super scribed quotation in the prescribed price quote format should be received in this office on or before 19.02.2021 at 2.00 PM and the same will be opened at 2.45 PM.
- 5.7 Managing Director reserves the right to accept or reject any or all the quotations without assigning any reason.
- 5.8 The prices finalized are fixed during the validity of contract period.
- 5.9 Taking in to consideration, the Technical Competence and the quoted price for the goods of specified quality, the tender shall be evaluated.
- 5.10 In case of any disagreement or dispute arising between ERCMPU & the supplier, the decision of Managing Director, ERCMPU shall be final.
- 5.11 The details can be had from our office during office hours.
- 5.12 The EMD shall be in the form of: The tender fee and EMD will be Rs. 500+ GST 18% and Rs. 2,500/- respectively and the same shall be accepted through online NEFT transaction. The details as follows. Total amount to be remitted is Rs 3090/-

Name of account holder	Ernakulam Regional Co-operative Milk Producers' Union Ltd. (ERCMPU Ltd-Milma)
Address	Koonanthai, Edappally, Kochi-682024
Account with Bank	Indian Overseas Bank
Branch address	Periyamkumath Building, Koonamthai, Edappally-682024
IFSC	IOBA0001496 (fifth character is zero)
Account number	149602000000045
Account Type	Current account

- a. The EMD of the successful bidder will be released after signing of the agreement and submission of performance security.
- b. EMD will be returned through online NEFT/RTGS transaction only.
- c. No interest will be paid for the EMD for the period for which it lies with the ERCMPU.

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**ELIGIBILITY CRITERIA**

- a) The bidder should be in business as supplier/manufacturer of SS Items for Domestic and industrial components for a minimum period of three years at the time of bid opening in the same name.
- b) The bidder shall have supplied at least 5 nos. of similar equipment of value of the estimated cost during the last five years.

**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 nationalized bank or from a reputed scheduled Bank valid till delivery.
- 60% payment on completion of installation, testing and commissioning of the items.
- 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 nationalized bank or from a reputed scheduled Bank valid for the entire guarantee period.

**WARRANTY**

You shall guarantee to replace the item supplied or part thereof if found defective due to impure or substandard material without any extra cost within a period of 1 years from the date of supply or reporting the defect. The entire expenditure towards replacement shall be borne by you.

**SPECIFICATION**

- FRAME STRUCTURE – SS304 40 X 40X 1.2 MM
- TOP FINISHING - SS 304 3MM CHEQUIRED PLATE
- FOOTING - HEAVY DUTY PVC ADJUSTABLE SOLID BUSH
- JOINTS - TIG WELDING (BS EN 60974)  
ER 70S -2 SS304 WELDING ROD
  
- DRAWINGS - THE SUPPLIER SHALL PRPARE THE DRAWING  
AFTER VISITING THE SITE AND SHOULD OBTAIN  
NECESSARY APPROVAL.

- APPROXIMATE SCHEDULE OF QTY

40 X 40 X 1.2 MM SS304 SQ TUBE - 40 MTR  
3MM SS304 CHEQUIRED PLATE - 12 SQM  
FOOTING - 18 NOS

**AGREEMENTS**

The successful bidder has to execute and agreement (including the warranty terms) within 15 days of receipt of the order

**PERFORMANCE SECURITY**

The successful bidder has to submit performance security of 5% of the contract value. The performance security can be furnished in the form of Demand Draft, Fixed Deposit receipt from a commercial bank or Bank guarantee from a commercial bank. Performance security should be furnished within 7 days from the date of award and should be remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.

**GENERAL**

- The work should be carried out in consultation with the Head (Engineering), Kottayam Dairy the authorized representative of the ERCMPU Ltd and should be strictly as per the specification, approved drawings and directions.
- The undersigned reserves the right to accept any quotation in part or full.
- 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

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**ANNEXURE - I**

## 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

## 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

**PRICE QUOTE FORMAT**

The Managing Director  
Ernakulam Regional Cooperative Milk Producers Union Ltd,  
Edappally

Sir,

Ref: Tender Notification No. EU/PC/705/KTM/2021-22/5 dtd 10.02.2022

With reference, I/We herewith submitting my/our Price Schedule for the item indicated below:-

Sl. No	Item description	Quantity required	Basic Rate in figures to be entered by the bidder (Rs.)	GST in (Rs.)	Freight charges (Loading, unloading & stacking) (Rs.)	Total amount (Rs.)
1.	SS 304 Platform for Set Curd Plant	1 no.				

Total amount Rupees.....

RTGS DETAILS : UTIR NO. :  
DATE :  
AMOUNT :  
NAME OF BANK :

Rate should be valid for 120 DAYS

Work should be completed within 20 days from the date of issue of order.

Name & address of the Bidder  
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AUTHORISED SIGNATORY

Name & Designation:

Signature

P.S: If necessary, the tenderer can make use of the firm's letterhead to quote the price/s and enclose. However, this format shall be duly completed and signed/sealed.



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

THIS AGREEMENT is made and executed on the day of .....20.... 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

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shall take precedence of ambiguities and discrepancies shall take precedence's 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.

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

Authorised Signatory  
Ernakulam Regional Cooperative  
MilkProducers' Union Limited  
Edappally, Kochi - 24.

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 Contractor, the other part. In the presence of:

Witness:

(1) Signature  
Name  
Address

(2) Signature  
Name  
Address

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**Proforma of Bank guarantee for Performance Security on Non-judicial stamp paper of Rs.200/-**

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 shall unless repugnant to the context or the meaning thereof includes its legal representatives, successors and assigns of the Ernakulam Regional Co-operative Milk Producers Union Ltd (herein after referred to as the ERCMPU Ltd) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

Whereas the Ernakulam Regional Co-operative Milk Producers Union Ltd (has awarded a contract bearing number with M/s.....(Name and address of the party), hereinafter referred to as the Contractor, for the execution, completion and the maintenance of.....

..... And whereas, the Contractor has agreed to submit a performance security in the form of a bank guarantee to the ERCMPU as per the terms and conditions of the bidding documents and the contract which will be kept valid up to ..... calendar months from the date of bank guarantee (the period should be till end of Period of Maintenance). 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..... (the bank), do hereby guarantee, undertake, promise and agree with the ERCMPU, its legal representatives, successors and assigns

that the within named ( the name of the Contractor) their legal representatives and assignees will faithfully perform and fulfill everything within the bidding document and the Contract order 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 thereunder and we further undertake and guarantee to make payment to the ERCMPU a sum of Rs..... (Rupees..... only) being 5% of the Contract value, in case the Contractor, their legal representatives and assignees do not faithfully, perform and fulfill everything within the bidding document and the Contract order 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 thereunder.

In case, the contractor fails to perform or fulfill the contract as per the terms and conditions agreed upon, the ERCMPU is entitled to demand an amount equivalent to 5% of the contract value from the contractor and the demand made by the ERCMPU itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfill his obligations under the contract and neither the contractor nor the bank shall be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground whatsoever.

We, (the name of the Bank), do hereby undertake to pay an amount equivalent to 5% of the contract 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 the reason of the Contractors' failure to perform the said contractual commitments, any such demand made on the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount                      not                      exceeding                      Rs.....  
(Rupees.....only) being the amount equal to 5% of the contract value.

We, the bank, further agree that the performance security herein contained shall remain in full force and effect for a period of ..... calendar months from the date of the bank guarantee (the period shall be till the end of period of maintenance) whichever is later or till the ERCMPU certifies that the terms and conditions of the said

Contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee, unless a demand or a 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 security hereafter.

We, the bank further agree with the ERCMPU that the ERCMPU shall have the fullest liberty without or consent and without affecting any manner our obligations hereunder to vary any of the terms and the conditions of the bidding document and the Contract 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 bidding document and the Contract 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 mater 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 works executed or intended to be executed 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 at its absolute discretion may vary exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

This bank guarantee agrees that the amount hereby guaranteed shall be due and payable to the ERCMPU on serving us with a notice, requiring of 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 dispatch 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 have been delivered to the bank.

In order to give full effects 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 .... this guarantee during its currency except with the previous consent of the ERCMPU in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of

Rs.....(Rs.....). The guarantee shall remain force until .....and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date (the date of expiry) all rights of the ERCMPU under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

SIGNATURE  
SEAL

PLACE  
DATE

Note: The contractor should ensure that the seal and the code no. of the signatory is put by the bankers, before submission of the bank guarantees