



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

**No. EU/PC/774/NPDD/LAB/2020**

**TENDER FOR THE SUPPLY OF ELECTRONIC MILK ANALYSER WITH  
ADULTERATION TESTING FACILITY FOR STATE CENTRAL LABORATORY,  
EDAPPALLY**

**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  
Phone-0484-2541193, 2556863**

No. EU/PC/774/NPDD/LAB/2020/

08.07.2020

**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 Electronic Milk Analyzer with Adulteration Testing Facility for State Central Laboratory at Edappally.

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 as Demand Draft along with EMD in favour of "MANAGING DIRECTOR, ERCMPU LTD" payable at Edappally. Details are given hereunder.

- |   |   |                                      |
|---|---|--------------------------------------|
| 1. Reference No                                   | : | EU/PC/774/NPDD/LAB/2020              |
| 2. Estimated Amount                               | : | Rs. 4,00,000/-                       |
| 3. Price of bidding document (non-refundable fee) | : | Rs. 500/- (incl. tax)                |
| 4. EMD  | : | Rs. 4000/-                           |
| 5. Last Date /Time for submission                 | : | 24.07.2020 – 2:00 P.M.               |
| 6. Date /Time of opening Technical Tender         | : | 24.07.2020 – 2:45 P.M                |
| 7. Place of opening Tender                        | : | Head Office, Edappally.              |
| 8. Bid validity                                   | : | 90 days from the date of bid opening |

- The bid shall be submitted in two cover system consisting of technical bid and price bid (in the price quote format provided in the tender document). 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: Dairy Manager, EKM/TCR/KTYM/PD/KTPNA  
Manager (QC), Manager (Engg.) Manager (P&I), Asst. Manager (P&I)  
Moovattupuzha, Adimali, Chalakkudy, Manager (Engg), Manager (F&A),  
all Department Heads, All Notice Boards, ERCMPU official website, Mf/Oc

## General Tender Terms & Conditions

### A). Tender Process:

The tender process shall consist of the following stages:

- i. **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 Demand Draft along with EMD in favour of "Managing Director, ERCMPU Ltd" payable at Edappally.
- ii. **Publishing of Corrigendum:** All corrigenda shall be published on [www.ercmpu.in](http://www.ercmpu.in). and shall not be available elsewhere.
- iii. **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 Electronic milk analyser with adulteration testing facility" 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". The Demand Draft for EMD and Tender document fee to be enclosed in the Technical bid cover.
- iv. **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.
- v. **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.

### B). Documents Comprising Bid:

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

- a) The bidder should be in business as Supplier of Laboratory equipments in university Dept., Research Laboratories, FSSAI referral/reference Laboratories/NDDDB Lab/ State Co-operatives/Public sector for a minimum period of five years at the time of bid opening in the same name.
- b) The vendor should have few installations in major Dairies/ laboratories of the country and has demonstrated satisfactory performance of the equipment to the concerned stakeholders

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

Pre-Qualification or Technical proposal shall contain the following documents;

- i) Make, Model No., Specification, Warranty, of the item quoted in the letterhead with its supporting documents.
- ii) Full Address/contact details, Copy of GST registration, Income Tax PAN, Registration etc.
- iii) Duly filled documents such as questionnaire, Bid form, Manufacture's authorization form etc.
- iv) Self-declaration in letter head that the bidder is the Prime Equipment Manufacturer (PEM), Authorized Dealership license issued from the Prime Equipment Manufacturer (PEM), in case of dealers, Users list.
- v) Details of technical support and servicing facility available locally and nationally
- vi) Tender fee and EMD details.
- vii) Registration certificate of the firm
- viii) Scanned copy of Sales Tax & Service Tax registration certificates.
- ix) Scanned copy Income Tax returns filed for last two years.
- x) Copy of audited P&L statement and Balance Sheet for the past three years.
- xi) Annual financial turnover during the last two years shall not be less than the probable value of the contract as specified in the Invitation to Bid.
- xii) Details of orders for similar equipment executed during the last five years, along with purchase order copy, address of clients / customers, contact person, contact no, e-mail ID & Performance Certificate after the installation of the equipment from the consignee shall be provided.
- xiii) Tender document duly signed and sealed
- xiv) Relevant brochure of equipment with make, model & detailed specification.

**(ii). The Second Stage (*Financial Cover or as per tender cover system*):**

**The Bidder shall complete the Price bid as per format given along with this tender.**

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 3 months from the date of opening.

**Fixed price:** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

**C). Tender Document Fees and Earnest Money Deposit (EMD)**

The Bidder shall pay, a tender document fee of Rs. 500/- and Earnest Money Deposit of Rs.4000/-The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

**The EMD and tender document fee shall be in the form of:**

- By Demand Draft (valid for a period of 3 months) from a Nationalized/scheduled Bank drawn in favour of The Managing Director, ERCMPU, payable at Edappally, Kochi.
- Any quotation without EMD and tender document fee shall be treated as non-responsive & shall be liable for rejection.
- Un-successful tenderer's EMD shall be discharged / refunded as promptly as possible as but not later than 60 days after expiry of tender validity. The EMD shall not carry any interest.

The EMD of successful tenderer shall be discharged only after the supply of item.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **Table of Clauses**

1. Definitions
2. Application
3. Country of origin
4. Standards
5. Use of contract documents and information
6. Patent rights
7. Performance security
8. Inspection and tests
9. Packing
10. Delivery of goods/scope of supply
11. Schedule of quantities
12. Insurance
13. Distribution of dispatch documents
14. Incidental services
15. Spare parts
16. Warranty
17. Payment
18. Prices
19. Modification of contract
20. Assignment
21. Sub contracts
22. Delays in suppliers performance
23. Liquidated damages
24. Termination for default
25. Force Majeure
26. Termination for insolvency
27. Termination for convenience
28. Resolution of disputes
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

## 1. Definitions

### **In this contract the following terms shall be interpreted as indicated;**

- a) "IFB" means invitation for Bids
- b) "ITB" means instruction to Bidders.
- c) "GCC" means General Conditions of Contract
- d) "RC" means Rate Contract.
- e) "Contract" means a legal agreement entered into between the purchaser and the supplier, as recorded in the agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) "Contract Price" means the price payable to the supplier under a contract for the full and proper performance of its contractual obligations.
- g) "Goods" means all the items, materials, equipment and/or machinery, which the supplier is required to supply to the purchaser in terms of a contract.
- h) "Service" means the services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under a contract.
- i) "Purchaser" means the buyer named in bidding document and in the corresponding contract, purchasing the goods ordered and includes its successors and/or assignees.
- j) "Consignee" means the individual or body to whom the contracted goods are required to be delivered as per the terms and the conditions incorporated in a contract.
- k) "Supplier" means the individual or firm supplying the goods under a contract and includes its successor and/assignees.
- l) "Day" means calendar day of the Gregorian calendar.
- m) "Month" means calendar month of the Gregorian calendar.

## 2. Application

**2.1 These general conditions of contract (as contained in this section) shall apply to the extent they are not superseded by provisions in other parts of the contract:**

## 3. Country of origin

3.1 All goods and services supplied under the contract shall have their origin in India



or in the countries, with which the Government of India has trade relations.

- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing and substantial or major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the supplier.

#### **4. Standards**

- 4.1 The goods supplied under this contract shall conform to the standards mentioned in the 'Technical Specification's and when no applicable standard is mentioned, to the latest authoritative standards as applicable to the goods country of origin.

#### **5. Use of contract documents and information**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Also, disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information enumerated in GCC sub-clause 5.1 except for the purposes of performing the contract.
- 5.3 Every document other than the contract itself, mentioned in GCC sub-clause 5.1, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier's performance under the contract, if so required by the purchaser.

#### **6. Patent rights**

- 6.1 The supplier shall at all times indemnify the purchaser, free of cost, against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods or any part thereof in India.

## **7. Performance security**

- 7.1 Within 10 (ten) days after the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount of 10% (ten per cent) of the contract value, valid up to 60(sixty) days after the date of completion of all contractual obligations by the supplier, including the warranty obligation.
- 7.2 In the event of any correction of defects or a replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of twelve months from the date of the correction/replacement and the Performance Security for the proportionate value (which will be determined by the purchaser in consultation with the supplier) shall be extended by 60(sixty) days over and above the extended warranty period.
- 7.3 In the event of any contract amendment, the supplier shall, within 21(twenty one) days of issue of such amendment, furnish the necessary amendment to the Performance Security, rendering the same valid in all respects in terms of the contract, as amended.
- 7.4 The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 7.5 The performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
- a) Demand Draft on any scheduled commercial bank in India, to be drawn in favour of the purchaser as indicated in the Schedule of Requirements.
  - b) Bank Guarantee issues by a scheduled commercial bank in India, in the prescribed as form provided in this bidding document.
- 7.6 Subject to GCC sub-clause 7.4 above, the performance security will be discharged by the purchaser and returned to the supplier on completion of the supplier's contractual obligations including the warranty obligations under the contract.

## **8. Inspection and tests**

- 8.1 The purchaser and/or its nominated representative(s) shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specification and other technical details incorporated in the contract at no extra cost to the purchaser. The schedule of Requirements and the Technical Specification, incorporated in the bidding document, shall specify what inspections and tests, the purchaser requires and where and how they are to be

- conducted. The purchaser shall notify, in advance, the supplier in writing, of the identity of any representatives for this purpose.
- 82 The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s), at the point of delivery and/or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the inspectors at no charge to the purchaser.
- 83 Should any inspected or tested goods fail to conform to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternations, necessary to meet the specifications and standards, as required free of cost to the purchaser and resubmit the same to the purchaser for conducting the inspections and tests again.
- 84 Where the contract stipulates pre-dispatch inspection by the purchaser's nominated inspecting agency, the supplier shall put up the goods for inspection to the inspecting agency well ahead of time so that the inspecting agency is able to complete the inspection within the stipulated delivery period. If the goods are tendered for inspection at the last moment without providing reasonable time to the inspection agency for completing the inspection, the inspecting agency may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expenses of the supplier. The fact that the items have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms and conditions of the contract.
- 85 The purchaser's right to inspect, test and, where necessary, reject the goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the dispatch of the goods from the country of origin or from the supplier's Security deposit for P.O.L. premises.
- 86 Nothing in GCC clause 8 shall, in any way, release the supplier from any warranty or other obligations under the contract.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during their transit to their final destination as

indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperature, humid weather and precipitation during transit and open storage. The sizes and weights of the packing cases shall also take into consideration, where applicable, the available inland mode(s) of transport in India, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit. Further, limitations and/or mandatory instructions, if any, in the weights, volumes and sizes of the packages shall also be taken care of by the supplier.

92 The packing marking and documentation within and outside the package shall comply strictly with such special requirements, if any, as shall be expressly provided for in the contract, including additional requirements, if any, specified in the Scheduled of Requirements and any subsequent instructions given by the purchaser.

93 Packing Instructions:

The supplier will be required to make separate package for each consignee named in the contract. Each package will be marked by the supplier at its own expense, on three sides with indelible ink/paint, with the following details:

- a) contact no. and date
- b) name and address of the consignee
- c) name and address of the supplier
- d) brief description of goods
- e) gross weight and outer dimension of the package
- f) country of origin of goods
- g) Packing list reference no. and any other requirement, relevant to the contract.

## **10. Scope of supply**

10.1 The delivery & installation of the goods shall be done at the designated site of ERCMPU, Edappally, Kochi-682024

## **11. Schedule of Quantities and rates**

- i. The specification of work and schedule of quantity 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.
  - iv. The quantities declared for tender are only estimated and liable for variation. During the contract period, the supply shall be on staggered basis as per the schedule given by ERCMPU. ERCMPU does not guarantee or accept any responsibility for quantity declared for tender.
  - v. ERCMPU reserves the right to delete the item/s declared for tender in full or partly at the time of finalization of contract or during the contract period.
  - vi. The quantity that would be purchased from the selected tenders depends on the quality & performance of material supplied.
  - vii. No claims in this regard shall be entertained

## **12. Insurance**

- 12.1 The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

## **13. Incidental service**

- 13.1 The purchaser may include in the contract any or all of the following services and/or some additional service, if specified in the Schedule of Requirements and the supplier is required to provide the same:
- a) performance or supervision of on-site assembly and/or start-up of the supplied goods.
  - b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
  - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
  - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed to by the parties, provided that this service shall not relieve the supplier of any warranty obligations under the contract, and
  - e) training, the purchaser's personnel, at the supplier's plant and/or on-site, in assembly start-up, operation, maintenance and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for the above-mentioned incidental services, if not

included in the quoted price for the goods, shall be quoted separately in the bid itself and shall not exceed the prevailing rates, charged to other parties by the supplier for similar services.

#### **14. Spare parts**

- 14.1 As specified in the Schedule of Requirements, the supplier may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured and/or distributed by the supplier.
- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this will not relieve the supplier of any warranty obligations under the contract; and
  - b) in the event of termination of production of the spare parts:
    - i) advance notice to the purchaser of the pending termination in sufficient time to permit the purchaser to procure needed requirement; and
    - ii) Immediately following such termination, furnishing at no cost to the purchaser, the blueprints, drawing and specifications of the spare parts, if requested.
- 14.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods. Other spare parts and components shall be supplied as promptly as possible but in any case within three months of placement of order and opening the letter of credit.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract is new, unused, of the most recent of current models and incorporated all recent improvement in design and materials unless provided otherwise in the contract. The supplier further warrants that the good supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the purchaser's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty for each item shall remain valid for the specified period as mentioned in the "Technical Specifications."  
after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall with all reasonable speed (or within the period, if specified in the Schedule of Requirements and the contract), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.
- 15.5 In the event of any correction of a defect or replacement of any defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 (twelve) months from the date such corrected/replaced material starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period (or within the period, if specified in the Schedule of Requirements and the contract), the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier, under the contract.

## **17 Payment**

- 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 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 nationalized bank or from a reputed scheduled Bank valid for the entire guarantee period+ one month

## **18. Prices**

- 18.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole works as described in the invitation for bid based on the schedule of unit rates and prices submitted by the bidder.

- 18.2 The bidder shall fill in rates and prices for all items of works described in the Schedule of quantities, whether quantities are stated or not. Items against which no rate is entered by the bidder shall not be paid for by ERCMPU when executed and shall be deemed to have covered by the other rates in the schedule of quantities.
- 18.3 All duties, taxes and other levies for supply as well as that for the erection shall be payable by the bidder under the contract shall be included in the rate and the prices and total bid price submitted by the bidder and evaluation and the comparison of bids by the ERCMPU shall be made accordingly.
- 18.4 Fixed price  
The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account.
- 18.5 The bid will be evaluated on the basis of the rate quoted for the supply, on-site assembly-performance and supervision expense including cost of tools for assembly and maintenance, cost of operations and maintenance manual, charges for supervision or maintenance/or repair of supplied goods, onsite training charges for personal etc.

## **19. Modification of contract**

- 19.1 The purchaser may at any time, by a written order given to the supplier pursuant to GCC clause 31, make changes and modifications within the general scope of contract in any one or more of the following:
- a) drawing, designs or specifications, where goods to be supplied under the contract are to be specifically manufactured for the purchaser
  - b) the mode of packing
  - c) the mode of dispatch
  - d) the place of delivery
  - e) the services to be provided by the supplier, and/or
  - f) any other area(s) of the contract, depending on the merits of the case.

## **20 Assignment**

- 20.1 The supplier shall not assign, in whole or in part, its obligations to perform under



the contract except with the purchaser's prior written consent.

## 21 Sub Contracts

21.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under the contract, if not already specified in its bid. Such notifications, in its original bid or later, shall not relieve the supplier from any liability or obligation, whatsoever, under the contract.

21.2 Subcontract shall be only for bought-out items and sub-assemblies.

21.3 Subcontracts must comply with the provisions of GCC clause 3

## 22 Delays in the supplier's performance

22.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the "Schedule of Requirements"

22.2 Except as provided under GCC clause 25, any unexcused delay by the supplier in maintaining its contractual delivery obligations may render the supplier liable to any or all of the following sanctions:

**imposition of liquidated damages  
forfeiture of its performance security  
and/or termination of the contract  
for default.**

22.3 If at any time during the performance of the contract, the supplier or its subcontract(s) should encounter conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the

**delay, its likely duration and its cause(s). After the receipt of the supplier's notice, the purchase, as soon as practicable, shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension of the delivery period shall be ratified by issuing an amendment to the contract.**

22.4 The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

## 23. Liquidated damages

23.1 Subject to GCC clause, 25, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser may, without prejudice to its other remedies under the contract, deduct from the contract, price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract, if the same have not been terminated already.

**Further during the above mentioned delayed period of supply and/or performance the supplier, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But nevertheless, the purchaser shall be entitled to the benefit any decrease in price and cost on any ground during that period of delay.**

## 24. Termination for default

24.1 The purchaser, without prejudice to any other remedy for breach of contract, may by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other

**contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 22.**

24.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC sub-clause 24.1, the purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, goods and/or service similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods and/or services. However, the supplier shall continue to perform the contract to the extent not terminated.

## 25. Force Majeure

25.1 Notwithstanding the provisions of GCC clause 22,23, and 24, the supplier shall

not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that is delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure.

252 For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the purchaser in its sovereign capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

253 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **26. Termination for insolvency**

26.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier, without any compensation to the supplier, provided, that such termination will not prejudice or affect any right of action or remedy which has accrued and/or will accrued thereafter to the purchaser.

## **27. Termination convenience**

27.1 The purchaser by written notice sent to the supplier may terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for the purchaser's convenience the extent to which performance of the supplier under the contract is terminated and the date with effect from which such termination becomes effective.

27.2 The goods that are complete and ready for shipment within 30(thirty) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

- a) to have any portion completed and delivered at the contract terms and prices; and/or

- b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts procured by the supplier for fulfilling the contractual obligations.

## **28. 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

## **29. Governing language**

- 29.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written in English.

## **30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with the laws of India.

## **31. Notices**

- 31.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by cable telex or facsimile and confirmed in writing to the address specified in the "Schedule of Requirements".
- 31.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

## **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India and incurred until delivery of the contracted goods to the purchaser.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted goods to the purchaser.

## SCHEDULE OF REQUIREMENTS

There are three parts under Schedule of Requirements

Part-1 mentions the details of requirements and allied services, schedules-wise separately. Part-2 provides the specific information and details in relation to the corresponding clauses of section II (Instructions to Bidders). Part-3 provides specific information and details in relation to the corresponding clauses of section-III (General Conditions of Contract). Provision of clause 4.2 of instruction to Bidders shall apply.

Part-1, Part-2, and Part-3 applicable for this bidding documents are provided in the subsequent pages.

### Part-1 of Schedule of Requirements

#### Schedule – 1

Sl.No.	Brief description of goods	Accounting unit	Quantity required
--------	----------------------------	-----------------	-------------------

Installation testing and commissioning should be carried out.

Please note the ITB for strict compliance, failing which the bid will be rejected.

Note:

(While indicating the brief description of goods, there may be some allied services also required such as installation, commissioning, training etc. Each of the service required may be indicated below for the bidder to quote his specific rate for the service. The corresponding time schedule for commencement and completion of such services should also be indicated. The reference should also be drawn to the corresponding detailed specification and other quality control requirements, to be provided under section-V, scope of additional incidental services, if required is also to be listed here if the SBD contains more than one schedule, each schedule should be projected separately under separate sheets. Corresponding specification and other technical details should also be provided in separate sheets accordingly, under section-V)



**Part-2 of Schedule of Requirements**

.....  
.....  
.....

**Part-3of Schedule of Requirements**

.....  
.....  
.....

## TECHNICAL SPECIFICATION

1. Product to be analyzed with Raw milk
2. Raw milk quality and adulteration screening analyser should be based on the FTIR/MIR/or other suitable techniques, individually or in combination (hybrid)
3. Equipment should be able to give a measurement of Fat, SNF and Protein
4. The equipment should be supplied with all required calibrations with provision to upgrade/ modify from time to time, if needed
5. The equipment should be able to detect at least below mentioned adulterants
  - a) Urea- LOD of 0.2 % or lower
  - b) Ammonium sulphate- LOD of 0.1 % or lower
  - c) Maltodextrin- LOD of 0.6 % or lower
  - d) Sucrose- LOD of 0.6 % or lower
  - e) Water- LOD of 20 % or lower
  - f) Equipment should be comparing the spectrum of the sample with the spectrum of pure milk by using suitable statistical techniques and software to detect abnormality.

Additional adulterants if any analyzed using the equipment shall be specified by the bidder

6. Equipment should be able to analyse Fat, SNF and Protein in the range of
  - a) Fat : 0.5-12%
  - b) Protein : 2-6%
  - c) SNF : 6-12%

The above ranges are the minimum required criteria, equipment with wider working range on both sides would be acceptable

7. Accuracy of milk parameters for compositional analysis should be minimum as below:
  - a) Fat  $\leq 0.1$  ( Either in terms of SD or in absolute amount)
  - b) Protein  $\leq 0.2$  ( Either in terms of SD or in absolute amount)
  - c) SNF  $\leq 0.2$  ( Either in terms of SD or in absolute amount)
8. Repeatability of compositional parameters shall meet the relevant international standards (ISO/ AOAC or others) and document for the same need to be submitted.
9. Analysis speed required: Approx. 40-50 seconds.

10. Sample temperature: Raw milk should be able to measure in a temp. range of 5-35 deg. C or wider.
11. Sample volume: Less than 10 ml
12. Display: LCD, graphical display/ Colour TFT display
13. Built in Diagnostics: Equipment shall be able to perform all the required test to ensure accurate and error free operations.
14. System shall have the capability to transfer data by any suitable means from equipment through RS-232 or SD Card or Wi-Fi or facility of PC based software
15. **Consumable and Accessories:** Equipment should be supplied along with appropriate reagents, consumables, spares and accessories for routine operations for approximate analysis of 10000 samples during the warranty period.  
The requirement of these supplies for samples would be given to bidder on six monthly basis or on mutually agreeable dates.
16. **Training:** Basic training on operation /maintenance to be arranged by the bidder after installation of the equipment along with calibration development. The equipment should also be supplied with user manuals required for installation and training.
17. **Warranty:** Equipment shall be supplied with minimum a warranty of one year from the date of installation. Bidder should be undertake on site minimum two preventive maintenance visits during the warranty period apart from the breakdown visits. Warranty would apply to all the accessories supplied by bidder.  
**Warranty extension:** If any equipment has been down for more than 30 days due to malfunctioning of any part supplied by bidder or want of spares/ consumable, or workmanship, warranty would be extended.
18. **Demonstration and Evaluation:** Purchaser reserves the right to verify the performance of the equipment **at any stage of purchase process**. The bidders are requested to arrange all the pre requisite timely for successful demonstration and evaluation as per tender/ bidder specification.
19. **Compliance:** The reference/ traceability of compliance information in the offer shall be clearly specified with supporting documentary evidences. The offer incomplete acceptable untraceable information may not be considered. Any type of unwanted canvassing for selection of instrument may lead to rejection of the offer.
20. No offering of refurbished/ assembled/ demo modules. No part of the offered equipment shall be refurbished or used in demonstration purpose. Kindly submit undertaking



21. The AMC charges of two years after the expiry of warranty period shall be quoted separately.
22. It is the responsibility of the vendor to supply a complete solution/ unit for the analysis
23. Vendor should be able to supply all the spares/ consumables required for repair for at least 8-10 years after installation.
24. The vendor should have few installations in major Dairies/ laboratories of the country and has demonstrated satisfactory performance of the equipment to the concerned stakeholders

## QUESTIONNAIRE

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW IN CASE A QUESTION DOES NOT APPLY TO A BIDDER, THE SAME SHOULD BE ANSWERED WITH THE REMARK "NOT APPLICABLE". BIDDERS MAY PLEASE NOT THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR EVASIVE, THE BID WILL BE LIABLE TO BE IGNORED.

1. Bid No.EU/PC/774/NPDD/LAB/2020
2. Offer is open for acceptance.....
3. Brand of goods offered :
4. Name & address of manufacturer :
5. Station of Manufacturer :
6. What is your permanent Income :  
Tax A/C No.
7. Confirm whether you have attached your latest/current ITCC or certified photocopy thereof.
8. Status.
  - (a) Are you currently registered with the Directorate General of Suppliers & Disposals (DGS &D) for the item(s) quoted? If so indicate the date up to which you are registered and whether there is any monetary limit on your registration.
  - (b) Are you a small scale unit currently registered with the National Small Industries Corporation (NSIC) under Single Point Registration Scheme for the items (Security deposit for P.O.L.) quoted? If so, indicated the date up to which you are registered and whether there is any monetary limit on your registration.
  - (c) If you are not registered either with NSIC or DGS & D please state whether you are registered with Directorate of industries of the State Government concerned. If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration
  - (d) Are you registered under the Indian Companies Act, 1956 or any other Act?  
Please attach certified copy (copies) of the relevant registration certificate(s) in confirmation to your above answer(s)
9. Please indicate:-  
Name & full address of your Banker(s)
10. Whether you're:
  - (i) Manufacture of the goods quoted; or



- (ii) Manufacture's authorized agent for those goods
11. State whether business dealings with you have been currently banned by any Ministry/Dept. Of Central Govt. or any State Govt.

Signature of Witness

Name & Address of  
Witness

Signature of Bidder

Full Name,  
designation & Address of  
the person signing above  
For and on behalf of M/s  
.....  
(Name and address of the  
bidding firm)



**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 2019 (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 10% 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 10% 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 10% 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 10% 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 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 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 in 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



**MANUFACTURE'S AUTHORISATION FORM**

To,  
.....  
.....

Name, and address of the purchaser)

Dear Sirs,

Ref: Your Bidding Document No.....

We ..... Who are established and reputable manufactures of .....(name and description of the goods offered in the bid)having factories at.....Hereby authorize Messrs (name and address of the agent) to submit a bid, negotiate (as and if necessary) and conclude the contract with you against your above mentioned Bidding Documents for the above goods manufactured by us.

No company or firm or individual other than M/s.....(name and address of the above agent) is authorized to bid, negotiate an conclude the contract against this specific Bidding Documents for the above mentioned goods manufactured by us.

We hereby extend our full guarantee and warranty as per clause 14 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply against the Bidding Document by the above firm.

Yours faithfully

.....  
.....

(signature, name and designation)

for and on behalf of M/s.....

(name & address of the manufactures)

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

## INSTRUCTIONS TO BIDDERS (I T B)

### 1. Source of funds

- 1.1 The expenditure to be incurred for this intended purchase will be met from the funds available with the purchaser named in the **Schedule of Requirements**, hereinafter referred to as 'the purchaser'.

### 2. Eligible Bidders

- 2.1 This invitation for bids is open to all suppliers, who fulfill the eligibility criteria as well as the qualification criteria, incorporated in this document.

### 3. Cost of bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid including samples, drawings, literatures etc., if any. The purchaser will in no case be responsible or liable for any such cost, regardless of the conduct or outcome of the bidding process

## B. THE BIDDING DOCUMENTS

### 4. Content of bidding documents

- 4.1 The goods required, bidding procedures and contract terms and prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a. Instruction To Bidders (ITB)
- b. General Conditions of Contract (GCC)
- c. Schedule of requirements
- d. Technical specification and quality control requirements
- e. Questionnaire
- f. Bid form and price schedules
- g. Manufacture's authorization form
- h. Bank guarantee form for performance security
- i. Contract form

- 4.2 **In case of any contradiction between the stipulations made in ITB & GCC and schedule of Requirements, the Stipulations incorporated in the Schedule of Requirements will prevail over the corresponding stipulations**



**contained in the ITB and or GCC**

- 4.3 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of its bid.

**5 Clarification of bidding documents**

A prospective bidder requiring any clarification in connection with the bidding documents may notify the purchaser in writing or by telex or cable at the purchaser's mailing address indicated in the Schedule of Requirements. The purchaser will respond in writing to any request for clarification of the bidding documents which it receives not later than 21 (twenty one) days prior to the deadline for submission of bids prescribed by the purchaser. The purchaser, at its discretion, may send the relevant text of this correspondence (without identifying the source of inquiry) to all the prospective bidders, which have received the bidding documents.

**C. PREPARATIION OF BIDS****6. Language of bid**

- 6.1 The bid submitted by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser; shall be written in English language. Supporting documents and printed literature furnished by the bidder may be written in other language, provided they are accompanied by an English translation of their relevant passages in which case, for the purpose of interpretation of the bid, the English translation shall govern.

**7. Bid prices**

- 7.1 The bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the bids for any one or more schedule specified in the "**Schedule of Requirements**" and to offer discounts for combined schedules. **However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken**

**into account for evaluation and will not be considered for award.**

- 7.2 Prices indicated on the process schedule shall be entered separately in the following manner:
- a) The prices of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the shelf, as applicable, including customs, excise and any other duties and sales and other already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory or on the previously imported goods of foreign origin quoted ex-showroom, ex- warehouse or off-the-shelf.
  - b) Any sales or other taxes/duties including excise duty, which will be payable on the goods in India if the contract is awarded.
  - c) Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination. The final destination is specified in the Schedule of Requirements.
  - d) The price of incidental services as and if listed in Schedule of Requirements.
  - e) Any element of cost, taxes, duties, levies etc. not specifically indicated in the bid, shall not be paid by the purchaser.
  - f) Any element of cost, taxes, duties, levies etc. not specifically indicated in the bid, shall not be paid by the purchaser.

8. The terms FOB, CIF, CIP etc., shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

**Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements. If the requirement is for a fixed price bid, a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

## **9 Bid currencies**

- 9.1 The prices shall be quoted in Indian rupees only. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

## **10 Documents establishing bidder's eligibility and qualifications**

- 10.1 The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 10.2 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the purchaser's satisfaction.
- a) That, in the case of the bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized (as per authorization form in section VII/3) by the good/s manufacturer or producer to supply the goods in India.
  - b) That the bidder has financial, technical and production capability necessary to perform the contract and, also, it meets the criteria indicated in the Schedule of Requirements.
  - c) That, in the case of bidder not doing business in India, the bidder is or will be (if successful) represented by an agent in India equipped and able to carry out the supplier's maintenance, repair and spare parts stocking obligations prescribed by the condition of contract and/or technical Specifications.
  - d) That such an agent (w.r. to sub-para c above) is enlisted with Directorate General of suppliers & Disposals, Jeevan Tara Building, Sansad Marg, New Delhi – 110 001, under the scheme of Ministry of Finance, Govt. of India for Compulsory enlistment of Indian Agents.
  - e) If an agent in its bid submits quotations on behalf of more than one manufacturer, it is necessary that each such bid is accompanied by a separate bid form and bid security for each such quotation and authorization form from the respective manufacturer (as per authorization form in section VII/3). Otherwise all such quotations will be rejected as non-responsive.

**12. Documents establishing good's eligibility and conformity to bidding document.**

- 12.1 Pursuant to clause 8, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.
- 12.2 The documentary evidence for eligibility of the goods and services shall consist of a statement in the price schedule, about the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3 The documentary evidence of conformity of the goods and services to the

bidding documents may be in the form of literature, drawings, data etc. and shall consist of:

- a) a detailed description of the goods essential technical and performance characteristics
- b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools etc., necessary for the proper and continuing functioning of the goods for a period of two years (or more, if specified in the schedule) following commencement of the use of the goods by the purchaser, and
- c) a clause-by-clause commentary on the purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provision of the "Technical Specifications".

### **13 Bid Security**

- 13.1 The successful bidder shall furnish as part of its bid, a bid security/ Performance security of 10% of the total estimated value of the equipment and to be specified in the Schedule of Requirements.
- 13.2 The bid security is required to protect the purchaser against risk of bidder's conduct, which would warrant the security's forfeiture.
- 13.3 The bid security shall be denominated in the currency of the bid or in Indian Rupees and shall be in one of the following forms:
  - a) Demand draft on a scheduled commercial bank in India, draw in favour of the designated officer of the purchase organization and payable at a place as indicated by the purchaser in the Schedule of Requirements.
  - b) A Bank guarantee, issued by a scheduled commercial bank in India or a bank abroad, duly confirmed by a scheduled commercial bank in India in the form provided in the bidding documents under section VII/2 and valid for 45 days beyond the validity of the bid.
14. EMD of the unsuccessful bidders will be discharged/returned as promptly as possible after the expiration of the period of bidding process, barring any unforeseen circumstances, not later than 45 days of the award of contract.
15. The successful bidder's bid security will be discharged/returned upon the bidder, signing and accepting the contract pursuant to ITB clause 33 and furnishing the performance security, pursuant to ITB clause 34.

## **16 Period of validity of bids**

- 16.1 Bids shall remain valid for acceptance for 90 (ninety) days after the date of bid submission prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.
- 16.2 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid validity up to a specified period. The request and the response thereto shall be made in writing (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The bid security provided shall also be suitable extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.
- 16.3 If the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser the bid shall automatically remain valid up to the next working day of that organization.

## **17 Clarification of bids**

- 17.1 During scrutiny and evaluation of bids, the purchaser may, at its discretion ask a bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought offered or permitted.

## **18. Conversion to single currency**

- 18.1 To facilitate evaluation and comparison of bids the purchaser will convert all bid prices expressed in the amount in various currencies in which the bid prices are payable to Indian rupees at the BC selling market rate of exchange established by the State Bank of India for similar transactions as on the date of bid opening.

## **19 Contacting the purchaser**

- 19.1 From the time of the bid opening to the time of awarding the contract, if a bidder wishes to contact the purchaser on any matter related the bid it should do in writing.

- 20.1 Any effort by a bidder to influence the purchaser in the purchaser's decision on bid evaluation bid comparison or contract award shall result in the rejection of the bidder's bid besides other suitable administrative actions against the bidder as deemed fit by the purchaser.

## F. AWARD OF CONTRACT

### 22. Award Criteria

- 22.1 The purchaser will award the contract to the successful bidder whose bid has been determined as the lowest evaluated bid provided further that the bidder is determined to be qualified and prima facie capable to perform the contract satisfactorily.

### 23 Purchaser's right to accept any bid and to reject any or all bids.

**The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract without thereby incurring any liability whatsoever to the affected bidder or bidders.**

### 24 Notification of Award

- 24.1 Before the expiry of the period of bid validity the purchaser will notify the successful bidder in writing by registered letter or by email /cable/fax/courier/ordinary post, to be confirmed in writing by registered letter that its bid has been accepted. The schedule(s) of requirement and the corresponding quantity of the item(s) ordered which have been accepted will inter-alia be mentioned in the notification.
- 24.2 The notification of award will constitute the formation of the contract.
- 24.3 Upon the successful bidder's furnishing the performance security, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security.
- 25 All the communication will be sent by registered/Ordinary post or by through email to the known address or registered office of the addressee which is given by the bidder in the tender document submitted. ERCMPU does not take any responsibility for any technical snag or failure for the non-receipt.

### 26 Signing of contract

- 26.1 At the same time as purchaser notifies the successful bidder that its bid has been accepted the purchaser will send to the bidder by registered post or speed post the contract form provided in the bidding documents incorporating

all agreements between the parties.

- 26.2 Within ten (10) days of issue of the contract from by the purchaser the successful bidder shall sign and date the contract and return it to the purchaser by registered post of speed post.
26. No extra payment shall be paid on account of any discrepancy in nomenclature of items.
27. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
28. The Managing Director, ERCMPU Ltd., reserves the right to reject any tender/bid wholly or partly or to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Institute's action.
29. The Technical Committee constituted by The Managing Director, ERCMPU Ltd., shall have the right to verify the particulars furnished by the bidder independently.
30. Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e. ERCMPU, Cochin-682024 before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
31. The item should be delivered at ERCMPU, Cochin-682024 for Indian bidders, for foreign bidders it should be on FOB Basis and the supplier shall be responsible for any damage during the transit of goods.
32. All the communications with respect to the tender shall be addressed to:

The Managing Director,  
ERCMPU, Edappally,  
Kochi – 682024.

## GENERAL TERMS & CONDITIONS

1. Name of the Item : Supply of Electronic milk analyser with adulteration testing facility for State Central Laboratory at Edappally
2. Quantity : 1 No.
3. The rates quoted should be for delivery and installation at ERCMPU, Cochin- 682029. The tender shall be valid for a period of 90 days from the date of opening of the tender. If taxes, duties or any other charges over and above the rates quoted are payable by the purchaser actuals of such taxes/duties/charges should be clearly indicated in the Price bid
4. **Bid Security:**
  - a. The bidder shall furnish, as part of the bid, a bid security for the amount as specified in the invitation to bid.
  - b. Any bid not accompanied by an acceptable bid security shall be rejected by ERCMPU as non- responsive
  - c. The bid securities of the unsuccessful bidders shall be refunded as promptly as possible, but not later than 30 days after the expiry of the period of bid validity prescribed in these documents.
  - d. The Bid Security of the successful bidders shall be refunded when the bidder has signed the Agreement and furnished the required performance security.
5. No interest shall be paid by the ERCMPU on the bid security furnished by the bidder.  
Full specification of the article quoted, including its Make & Model No., its warranty/guarantee period etc., in bidder's letter head shall be send along with illustrated pamphlets, brochure, drawings etc., wherever applicable, in Cover – 1 (technical bid). Correct postal address, Phone/Mobile number, email id of the bidder and address & contact details, to whom the purchase order has to be placed, also has to be given.
6. The Managing Director, ERCMPU Ltd. reserves the right to accept or reject any or all the quotations either in full or in part without assigning any reason in the best advantage of this organization.
7. Proper servicing, whenever necessary, has to be provided by the supplier or their authorized agents. Availability of technical support & servicing facility locally/nationally should be submitted in Cover-1 of the Bid.
8. Users list may also to be attached in the tender form.



### PRICE QUOTE FORMAT

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

Sir,

Ref: Tender Notification No. EU/PC/774/NPDD/Lab/2020/ dtd 08.07.2020  
With reference, I/We herewith submitting my/our Price Schedule for the item indicated below: -

Sl. No	Item description	Qty	Basic Rate in figures to be entered by the bidder (Rs.)	GST in (Rs.)	Any other Taxes/Duties/ Levies in (RS.)	Freight charges (Loading, unloading & stacking) (Rs.)	Total amount (Rs.)
1.	Electronic Milk analyser with adulteration testing facility	1 No.					
2.	AMC charges for the 1 <sup>st</sup> year excluding the warranty period of 1 year	1 No.					
3.	AMC charges for the 2 <sup>nd</sup> year excluding the warranty period of 1 year	1 No.					

Total amount Rupees.....

Rate should be valid for 3 months

Work should be completed within 30 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.