



**TENDER FOR THE PURCHASE**

**OF**

**ELECTRONIC WEIGHBRIDGE  
40 MT**

**FOR**

**Mananthavady MCP**

**MRCMPU Ltd**

**MALABAR REGIONAL CO-OPERATIVE MILK PRODUCERS UNION LTD.**  
**HEAD OFFICE: PERINGOLAM, KUNNAMANGALAM P.O, KOZHIKODE - 673 571.**  
**Phone: 0495 – 2800651, 612. Fax: 0495 – 2800648, Email: [mrcmpu@malabarmilma.com](mailto:mrcmpu@malabarmilma.com)**

The Malabar Regional Co-operative Milk Producers' Union Ltd invites sealed competitive bids for the supply of Electronic Weigh Bridge 40 MT to our Milk Chilling Plant, Mananthavady ,Wayanad District from the reputed manufacturers / suppliers having sound technical and financial capabilities.

Bid Reference	MRU/PP&P/WB/2009-10
Amount of Bid Security.	Rs.10,000/- (Rupees Ten Thousand only) . (DD in favor of M.D, MRCMPU Ltd Payable at Kozhikode,(Calicut) Kerala.)
Last date and time of submission of Bids	<b>23/02/2010, 12:00 Hrs</b>
Place of Opening	Head Office of the Malabar Regional Co-operative Milk Producer's Union Ltd. Peringolam, Kunnamangalam P.O. Kozhikode Dist 673 571.
Date & Time of opening of bids.	<b>23/02/2010, 14:00 Hrs</b>
Equipments for which the tender is invited for the supply of	Electronic Weigh Bridge - 40 MT -1 No.
Technical Specifications	Enclosed.

The Malabar Regional Co-operative Milk Producer's Union shall not take the responsibility for any delay in receipt of the bidding document if it is sent by post.

PLACE: KOZHIKODE.  
DATE : 28.01.2010

**MANAGING DIRECTOR.**

## **SPECIAL TERMS AND CONDITIONS.**

1. This tender comprise of the following parts.
  - a. Special terms and conditions.
  - b. General terms and conditions.
  - c. Technical Specifications.
2. Eligibility Criteria:

The supplier should have executed similar orders equal or more than this tender value per year during the last 3 years. Proof of the above may be attached along with the tender, failure of which will lead to disqualification of the tenderer.
3. The tenderer may quote his lowest rate for the equipment with break up for excise duty, packing and forwarding, freight charges, transit insurance, entry tax etc. in his own letter pad. He should also attach this tender document with his offer after signing at the bottom of each page as a token of acceptance of the terms and conditions and specification.
4. The tenderer shall remit the EMD (in a. separate cover) along with the tender in the form of Demand Draft, drawn in favor of the Managing Director, MRCMPU Ltd., payable at Kozhikode, Calicut, Kerala.
5. The cover containing the tender should be super-scribed the tender reference and **“TENDER FOR THE SUPPLY OF ELECTRONIC WEIGHBRIDGE”**. A specification of the equipment are enclosed.
6. Supply of Equipment will have to be made within 60 days from the date of placement of the order or letter of indent.
7. **Payment Terms.**
  - 30 % of the basic cost of equipment shall be paid as advance from this office immediately on submission of Bank Guarantee from a Nationalised Bank OR from a reputed scheduled Bank, valid till the delivery of the equipment at site.
  - 60 % of the total contract price shall be released by the Dairy Manager ,Wayanad Dairy within 15 days on receipt of the equipment in good condition and erection successful installation and commissioning at site by the party.
  - The balance 10 % will be released after one month from successful installation of the item at site against Performance bank Guarantee for equal amount covering the guarantee period.

8. The equipment should be transported by the supplier from the works / go-down to our Dairies (Address of which are as given below) by road and to be delivered at site. The equipment should be appropriately packed before transportation to avoid transit damages.
9. Liquidated Damages.

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

  - a. 0.5 % of the unexecuted contract value for each week of delay. The total amount so deducted shall not exceed 5% of the contract value, once the maximum is reached, we may consider the termination of the contract.
  - b. Any incidental taxes and levies on account of delay in performance of the contract by the supplier shall be at his account.
10. Guarantee

The supplier shall guarantee the satisfactory performance of the equipment for a minimum period of 18 months from the date of delivery or twelve months from the date of commissioning whichever is earlier. Any defect due to use of sub standard material or workmanship shall have to be rectified by the supplier at his own cost.
11. The packing and forwarding charges may be included in the rates quoted by the supplier. Other charges like transit insurance (should cover unloading of the equipment at the destination also) Excise Duty, VAT etc. will be paid at actuals against documentary evidence. Entry tax, Octroi and any other taxes / levies / Cess charged extra at the time of supply if any will be paid on production of sufficient proof.

**ADDRESS OF CONSIGNEE**

The Manager MRCMPU Ltd. MILMA, Milk Chilling Plant, Mananthavady Wayanad District. TIN No. 32140490501C <b>CST No. 32140490501C</b>
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## **SPECIFICATIONS For Pit less type Weighbridge 40MT**

Capacity	40 MT
Platform Size	10.0 Metre x 3.0 Metre
Resolution (e)	5 kg
Type	Pitless

### **Scope of Supply:**

Digital Indicator	1 Set ( MWS 2100.
Load Cell assembly	4 Nos. ( Double ended Shear beam type)
MS Platform	10.0 Metre x 3.0 Metre
Junction Box	1 Set.
ESPD ( Surge protection for load cell)	1 Set.
Cables, connectors & Standard Accessories	1 set
Standard weights ( 20 kg each) 2000 kg	1 Set
Computer & allied accessories	Pentium IV with latest configuration, LCD Monitor, Windows XP Professional Wipro make, and WeP LX 800 printer
UPS	500 VA, with tubular Batteries. 2 Hrs back up,
Software / systems.	In compatible with MRCMPU centralised system

**Scope of Work:**

1. All civil and electrical works will be carried out by MRCMPU but the design & drawing shall be provided by the supplier, under supervision/ guidance from the supplier.
2. The supplier should get the system stamped by the Legal Metrology department of Kerala, after successful installation. .
3. Standard weight of 2000 kg shall be supplied for calibration of the Weighbridge, which shall also to be stamped by the Legal Metrology Dept
4. The MS platform shall be fabricated out of 450/650 mm section & 250 /200 mm cross beam according to site condition.
5. Top plate MS-10 mm thick with 15mm \*3 mm strips shall be provided at top
6. All MS fabrication surface preparation by sandblasting, shall be painted with two or more coats of Epoxy primer and Epoxy paints, that shall be done at site.
7. MRCMPU will provide 230 V- 3 wire supply near the premises and provide tankers of minimum 15 MT weight for calibration & testing.
8. Proper Earthing shall be provided and the earth resistance value of the electrodes should be below 1 ohm./ as per the requirement of the manufacturer.

## MALABAR REGIONAL CO-OP MILK PRODUCERS' UNION LTD

### GENERAL TERMS & CONDITIONS

Apart from the general terms and conditions given below, this Purchase Order shall be subject to the general terms and conditions as stipulated in our enquiry/tender against which this Purchase Order is placed.

#### **1. Inspection :**

The equipment under the purview of your supply should be inspected by your own technical experts at your works, and such an inspection Report should be forwarded to us in triplicate. However, the MRCMPU reserves a right to inspect at any stage of fabrication/manufacture of the equipment/material. You should intimate the MRCMPU without fail when the equipment is ready for inspection, including the stage wise inspection. You should not proceed with further manufacture and/or dispatch of equipment, without obtaining clearance certificate after inspection or our written permission. You should forward to us the Test Certificates wherever applicable, obtained from concerned authorities/principal manufacturers either regarding quality or any other details of the items utilized in the process of manufacture/fabrication.

#### **2. Dispatch Instruction:**

The materials are to be dispatched to the project site by the mode of transport specified in the order under intimation to us. Depending on the type of material, you shall have to carry out proper packing/crating to avoid breakages in transit. Other details of despatch such as marking, consignee's particulars etc., are mentioned in the Purchase Order. For using any mode of transport other than the specified one, prior concurrence from us in writing should be obtained. All consignments should be despatched on freight paid basis respective of price basis. In the event of freight payable extra by us, you shall have to obtain our prior approval and produce necessary documentary evidence in support of your claims. Unless otherwise stated, the original RR/LR should be sent by Registered Post directly to the consignee along with a copy of invoice and 2 copies of Delivery Challan /Packing List.

#### **3. Insurance**

You shall have to arrange all transit risk insurance, warehouse to warehouse basis including storage risk coverage for a period of 3 months from the date of arrival of goods at destination for the items to be supplied by you. In cases where orders are placed on ex-works basis, the premium shall be paid by us at actuals to you against production of documentary evidence. In the event of any damage to/loss of consignment in transit, it will be your responsibility to lodge necessary claims with the carriers/underwriters and pursue them till settlement. Since the insurance policy will be obtained in our name, we shall, if required, give you necessary authorization letter authorizing you to lodge and pursue claims on our behalf with the carriers/underwriters. You shall also have to make good the losses/damages occurring in transit by making replacement/payment to us in the first instance; if claims are settled by the underwriters and any amounts are realized by us, the amounts thus realised in settlement of claims shall be reimbursed to you, in other words, the prima facie responsibility for getting compensation for the damages/losses incurred, due to all transit hazards, if any rests with you.

In cases where the purchase order is placed on free delivery at site basis, no insurance premium will be paid by us. However in such cases also, all transit risk insurance policy must be obtained to safeguard your own interest and to protect the material against transit hazards.

#### **4. Delivery:**

The stipulated delivery time given in the Purchase Order is the essence of this contract. You must therefore, strictly adhere to the delivery schedule mentioned in the Order.

#### **5. Demurrage:**

You shall bear and reimburse to us full demurrage if any, paid by reason of delay on your part in forwarding the original despatch documents at the destination mentioned in the Purchase Order.

#### **6. Rejection:**

We reserve the right to reject the goods either in part or full if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/description given in the Purchase Order. The rejection, if any, will be intimated to you in writing within a reasonable time. You will be liable to repair/replace the rejected goods within the stipulated time. Till the repair/replacement is made, the rejected goods shall be lying at your risk, cost and responsibility. If you do not arrange to repair/replace the rejected goods within the period stipulated by us, we may dispose of such goods at your risk and in the manner which we think fit. We shall be entitled to retain the proceeds of disposal either in part or full towards the expenses incurred on storage and handling of such rejected goods till the goods are removed from our premises/stores.

#### **7. Liquidated Damages and Recovery of Advance:**

The Liquidated Damages and Recovery of advance clause shall govern the accepted delivery schedule of supply and/or installation. Each unit of an item shall be delivered to destination and ready for operation not later than the delivery date specified in the Purchase order. If you fail to deliver any of the goods or perform the services within the time period(s) specified in the purchase order, MRCMPU shall without prejudice to its other remedies under this purchase order, deduct from the order price as liquidated damages, a sum equivalent to 0.5% of the value of the delayed items only for each week of delay.

The total amount so deducted shall not exceed 10% of the purchase order value. Once the maximum is reached the MRCMPU may consider cancellation/termination of purchase order.

In case you fail to supply the equipment within the stipulated delivery period plus 20% of the same as grace period, subject to a minimum of 15 days the purchase order shall stand cancelled and the supplier shall refund the advance paid, along with interest at the rate of 21% per annum compounded quarterly on the last day of March, June, September and December, on the advance paid, for the entire period for which the advance was retained by the supplier. This will be without prejudice to other remedies like risk purchase etc.

Any incremental taxes, duties and levies on account of the delay in the execution of the purchase order by you will be to your account.

## **8. Guarantee:**

The supply of equipment as well as installation, if entrusted, shall have to be carried out by you to the entire satisfaction of MRCMPU their clients on behalf whom this purchase order is placed.

You shall also guarantee to repair/replace without any extra cost, the items or parts, thereof, if found defective due to bad design workmanship or substandard material brought to your attention within 12 months from the date of putting on use/ commissioning of months from the date of receipt of material at site whichever is earlier. It is necessary to send the defective equipment or parts that to your works for repair/replacement, without forming any precedence, the cost of repacking, loading, unloading, transportation from site to your works and back to site shall have to be borne by you. The guarantee however does not cover any damage resulting from no wear and tear or improper attendance or mishandling of the equipment during repairs by personnel other than the supplier or his authorized agents. In case of installation jobs you shall have to guarantee the complete installation for satisfactory performance for a minimum period of 3 months from the date of commissioning of the plant. Any defect arising out faulty erection/installation or use of substandard material workmanship shall have to be rectified by you at your cost.

## **9. Warranty:**

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

## **10. Drawings, Specifications and Manuals:**

Prior to commencement of fabrication, you shall have to submit for our approval, two sets of drawings of all the items ordered for showing overall dimensions with typical sections, details of service connections and their equipment, details of drive units etc. drawings should also show a complete bill of material, wherever applicable. Three sets each of operation and maintenance manuals and service instructions along with the drawings showing details of part list at each item of your supply be sent to us. You should also furnish us service requirements like water(hot water, chilled water and water), electricity, lubricant, air etc., for each equipment wherever applicable.

You shall provide the list of spare parts, which will be required for the plants and equipments supplied by you for at least two year normal operation with the names and the addresses of the manufacturers from whom they can be procured. The list should contain code numbers of the parts which are required to be procured, in addition to the machine number, models etc.

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

## **11. Submission of Bills:**

Bills in triplicate under Registered post, stating therein our Purchase order reference along with necessary copies of despatch documents are to be sent to our Office. Unless otherwise stated the payment shall be made to you by Crossed Account Payee cheque by according to the terms of payment mentioned in the Purchase Order.

## **12. Cancellation of Contract:**

We shall be free to cancel our order either in part or full, in the case of non-delivery of material/non-completion of installation with stipulated delivery period or breach of any of the clauses mentioned herein. Consequential losses if any, on account of our order installation done or obtaining supplies from alternative sources besides payment of higher price shall be recovered from you.

## **13. Sub-Contract:**

In the event of awarding sub-contract to any party/parties by you for the manufacture/supply/erection of any parts/spares/components that will be used in the ordered equipment, you must furnish us details about your sub-contractors, their experience, specialization. The sub-contract can be awarded by you only after obtaining written approval from us. In the event of sub-contract also the primary responsibility rests on you regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors.

## **14. Force Majeure:**

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier nor the purchaser be considered in default in performance of his/their obligations hereunder if such performance is prevented or delayed because of hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind flood, earthquake or because of any law and order proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contract obligations by a state of force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract/purchase order.

## **15. Arbitration:**

In the event of any dispute in the interpretation of the terms of this agreement/purchase order of difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/accepted purchase order or with regarding performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes of difference of opinion amicably by mutual negotiations. In case, no agreement is reached, either party may forthwith give to the other, a notice in of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the supplier and the other to be nominated by the purchaser or in case the said arbitrators do not agree the adjudication will be done by an umpire as the case may be which shall be final and binding on the parties under the provisions of the Arbitration Act, 1940 and the rules thereunder or any statutory modification thereof for the time being in force shall prevail. The Agreement / Purchase Order, venue of all such arbitration shall be Kozhikode, Kerala. Only.

## **16. jurisdiction: Kozhikode Kerala only.**

MRU: PP&P: Weigh Bridge: 2009-10

30<sup>th</sup> January 2010

Sir

Sub: Tender for the supply of one number 40 MT Electronic Weigh Bridge- reg

We are forwarding the tender documents for the supply of one number 40 MT Electronic Weigh Bridge to our Milk Chilling Plant, Mananthavady, Wayanad District. Last date for receipt of Tenders is on 23.02.2010. Tenders will be opened on the same day.

This is for your information and necessary action.

Thanking you

Yours faithfully

Manager (Materials)  
Managing Director

Encl: As above.