



**Malabar Regional Co-operative Milk Producers' Union Limited**  
**Head Office, Kunnamangalam, Kozhikode 673571, Kerala,**  
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**TENDER REF No.MRU/QA/NPDD-VII/LM/2023-24**

**TENDER DOCUMENT FOR THE SUPPLY OF  
SWABS FOR HYGIENE MONITORING  
FOR MRCMPU DAIRIES UNDER NPDD-VII SCHEME**



**Malabar Regional Co-operative Milk Producers' Union Limited**  
**Head Office, Kunnamangalam, Kozhikode 673571, Kerala,**  
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**INVITATION TO BID - E-TENDER**

1. The Malabar Regional Co-operative Milk Producers' Union (MRCMPU) Limited invite e-tenders from reputed manufacturers/suppliers for the purchase of Luminometer swabs for hygiene monitoring at various Dairy plants of MRCMPU Ltd under NPDD scheme and union budget. Interested eligible Bidders may obtain further information from the office of the Malabar Regional Co-operative Milk Producers' Union Limited, Kozhikode.
2. The bid shall be submitted in two cover systems consisting of a technical bid and a price bid. The price bid of those who qualify in the technical bid only will be opened.
3. Detailed terms and conditions, as well as technical specifications, are contained in the bidding document of the above work which is uploaded in the Kerala Government e-portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

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|--------------------------------|--|
| a. Tender reference No.        | : No.MRU/QA/NPDD-VII/LM/2023-24  |
| b. Estimated cost              | : Rs. 45.00 lakhs  |
| c. Tender download             | : Can be downloaded from the<br>website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a> |
| d. EMD                         | : Rs.50,000/- (as NEFT transaction)  |
| e. Cost of tender form         | : Rs.5000/- (as NEFT transaction)  |
| f. Document publish date       | : 20.02.2024, 10:00 hrs.   |
| g. Bid submission closing date | : 11.03.2024, 12:00 hrs.   |
| h. Bid opening                 | : 12.03.2024, 12:00 hrs.   |

**MANAGING DIRECTOR**

Kozhikode  
20.02.2024

## Terms & Conditions for e-Procurement

This tender is an e-tender and is being published. The tender is invited in two-cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender time line is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

### a. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) for assistance in this regard.

### b. Online Tender Process: The tender process shall consist of the following stages:

i. **Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

ii. **Publishing of Corrigendum:** All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.

iii. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

#### iv. Opening of Technical Bid and Bidder short-listing:

The technical bids will be opened, evaluated and short listed as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids short listed 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 critical date's section.

### c. Documents Comprising Bid:

#### i. The First Stage (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system):

Pre-Qualification or technical proposal shall contain the scanned copies of the following documents, which every bidder has to upload:

MRCMPU doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

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

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

**Note:** The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

**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.

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

The Bidder shall pay, a tender document fee and Earnest Money Deposit or Bid Security. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

**Online Payment modes:** The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

**1. National Electronic Fund Transfer (NEFT):** If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT payment otherwise payment would result in failure in e-Procurement system.

**2. RTGS Payment:** Payment through RTGS is made effective through the web portal of [etenders.kerala.gov.in](http://etenders.kerala.gov.in). Bidders can opt for payment of EMD and tender fees through RTGS mode also.

**As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.**

NEFT payment should be done according to following guidelines:

**i. Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender document fees and EMD are remitted as one single transaction.

**ii. Account number as per Remittance Form only:** Account no. entered during NEFT remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender. Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.

**iii. Remittance Not Allowed:** Account to Account transfers, State Bank Group Transfers (GRPT) or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT/RTGS transaction only irrespective of the amount.

**iv. Amount as per Remittance form:** Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.

**v. UTR Number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, in the e-Procurement system for tracking the payment.

**vi. One Remittance Form per Bidder and per Bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

**e. SUBMISSION PROCESS:**

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of tender document fees and EMD. For page by page instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" link/icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

## **TERMS & CONDITIONS**

### **1. Bid Security (Earnest Money Deposit):**

- a. The Bidder shall furnish, as part of its bid, bid security for the amount as specified in the invitation for bid through **ONLINE MOPS as indicated in the E-tender notice**.
- b. The bid security is required to protect the MRCMPU against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 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 as prescribed in these documents through **ONLINE NEFT TRANSACTION**.
- d. No interest shall be paid by MRCMPU on the bid security furnished by the bidder.
- e. The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or in the case of successful Bidder, if the Bidder fails:
  - I. To sign the contract
  - II. To furnish performance security

### **2. Eligibility Criteria:**

- a) The bidder should be in the field of manufacturer/supply of items specified in the bid document during the last 3 years.
- b) The bidder should be OEM or dealer of approved brand. Proof of the same should be uploaded.
- c) The bidder should upload the technical specification sheet of the equipment offered.
- d) Proof of the above may be uploaded along with the tender, failure of which will lead to disqualification of the bidder. (Copy of purchase orders, copy of invoice or letter from customers)
- e) Bidder should also upload 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 specifications.

### **3. Documents**

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall be established to the MRCMPU's satisfaction. To this end, all bids submitted shall include the following information.

- a. Documents, copies of purchase orders, letter from customers to prove eligibility criteria mentioned above.
- b. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.
- c. Details of experience and past performance of the bidder on works of similar nature and capacity within the past three years and details of current contracts in hand and other commitments; (Name of work – turn-key jobs, Contract reference, Name and detailed postal address of client, value of work, time of completion, date of completion etc. are to be furnished).
- d. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report of the past three years, bankers solvency certificates etc;
- e. Copy of GST registration and PAN card.
- f. Technical specifications and brochure of the equipments offered by the bidder.

**4. Price Basis:**

- The bidder shall quote their rates in the standard prescribed form available as BOQ1 (Bill of Quantities) provided with indicating the breakup details. The quoted rate shall be inclusive of all applicable taxes, duties, packing and forwarding, freight, and insurance. Unloading charges at the site will be borne by MRCMPU.

**5. Validity:**

The rate of items shall be valid for twelve months from the date of award of the order to successful bidders.

**6. Delivery Address:**

Supply of items will have to be made to our following Dairies.

<b>Delivery Address</b>	<b>Billing Address</b>
The Senior Manager, MRCMPU Ltd. MILMA Kozhikode Dairy, Kunnamangalam Kozhikode (Dt.)- 673 571 Kerala State	The Senior Manager, MRCMPU Ltd. MILMA Kozhikode Dairy, Kunnamangalam Kozhikode (Dt.)- 673 571 Kerala State GSTIN: 32AAAAM1011G1ZI
The Dairy Manager MRCMPU Ltd, MILMA Palakkad Dairy, Kallepulley(P.O). Palakkad (Dt.) - 678 005. Kerala State	The Dairy Manager MRCMPU Ltd, MILMA Palakkad Dairy, Kallepulley(P.O). Palakkad (Dt.) - 678 005. Kerala State GSTIN : 32AAAAM1011G4ZF
The Dairy Manager MRCMPU Ltd, MILMA Kasaragod Dairy, Anandhashram (P.O). Kanhangad- 671531 Kasaragod District. Kerala State	The Dairy Manager MRCMPU Ltd, MILMA Kasaragod Dairy, Anandhashram (P.O). Kanhangad- 671531 Kasaragod District. Kerala State GSTIN: 32AAAAM1011G6ZD
The Dairy Manager MRCMPU Ltd. MILMA Kannur Dairy, Sreekandapuram.P.O Kannur- 670 631. Kerala State	The Dairy Manager MRCMPU Ltd. MILMA Kannur Dairy, Sreekandapuram.P.O Kannur- 670 631. Kerala State GSTIN: 32AAAAM1011G5ZE
The Dairy Manager MRCMPU Ltd, MILMA Wayanad Dairy, Chuzhali, Kalpetta, Wayanad- 678 005. Kerala	The Dairy Manager MRCMPU Ltd, MILMA Wayanad Dairy, Chuzhali, Kalpetta, Wayanad- 678 005. Kerala GSTIN: 32AAAAM1011G3ZG

**7. Delivery Schedule:**

The swabs, the delivery schedule shall be issued along with the work order and the same shall be delivered on monthly basis for 12 months to the delivery address as detailed in clause number 6.

**8. Payment terms:**

100% Payment will be made from Head Office of MRCMPU Ltd within 30 days on safe receipt of all the items in good condition at site.

**9. Guarantee:**

- a. The supplied items should have a minimum shelf life of 6 months from the date of supply.
- b. The supplier shall guarantee to rectify / replace the defective materials at the time of receipt due to use of substandard packing material or workmanship, at his own cost.

**10. 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 10% 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.

**11. Deviation Statement:**

Non-compliance with even a minor technical requirement, terms and conditions should be specifically stated by the bidders in the technical deviation statement to be uploaded along with the bid.

12. Managing Director, MRCMPU reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.

**13. Dairy wise requirement**

Sl. No.	Name of Items	Unit	Kasaragod	Kannur	Wayanad	Kozhikode	CPD	Palakkad	Total
1	Luminometer Swab for Surface ATP testing	No.s	2725	4725	5450	8200	1750	4650	<b>27500</b>



#### 14. Technical Specifications

SI No	ITEM	DESCRIPTION & SPECIFICATION OF THE ITEMS
1	Luminometer Swab for Surface ATP Testing	<ul style="list-style-type: none"><li>• Quality monitoring instrument with photodiode technology to collect, analyze, and report data from multiple quality indicators.</li><li>• Results time: Fewer than 30 Seconds.</li><li>• Fully interactive dashboard with quick data viewing, showing everything at a glance.</li><li>• Built-in tilt sensor</li><li>• Make: Hygiena Ensure</li></ul> <hr/> <ul style="list-style-type: none"><li>• Pre-wetted Swabs for surface ATP testing compatible with the above instrument.</li><li>• Liquid-stable reagent</li><li>• Made of recyclable plastic</li></ul>

## **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 equipments 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 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 Dairies 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/quality loss 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 irrespective of price basis. In the event of freight payable extra by us, you shall have to obtain our prior approval and produce necessary documentary evidence in support of your claims. Unless otherwise stated, the original RR/LR should be sent by Registered Post directly to the consignee along with a copy of invoice and 2 copies of Delivery Challan /Packing List.

### **3. Insurance**

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

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

#### 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. 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 for the time period mentioned in the guarantee period clause of this tender document/purchase order, 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 specified in the tender document/purchase order, 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. Specifications and Manuals:

Specifications and working instructions along with each equipments of your supply be sent to us.

You shall provide the list of spare parts, which will be required for the 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.

#### 10. Submission of Bills:

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

#### 11. Cancellation of Contract:

We shall be free to cancel our order either in part or full, in the case of non-delivery of material/non-completion of installation with stipulated 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.

#### 12. Sub-Contract:

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

#### 13. Force Majeure:

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

#### 15. Jurisdiction: Kozhikode Kerala only.