



Ernakulam Regional Co-operative Milk Producers' Union Limited

Head Office, Edappally, Kochi - 24 Kerala,

Ph:0484 2541193,2556863 Fax : 2558741

Web: www.ercmpu.in; E-mail: ercmpu@gmail.com,

TENDER REF No.EU/PUR/4/ADVT/2026-27

**E-TENDER DOCUMENT
FOR THE SUPPLY OF
EUTECTIC FREEZERS**



Ernakulam Regional Co-operative Milk Producers' Union Limited

Head Office, Edappally, Kochi-24 Kerala,

Ph: 0484 2541193, 2556863 Fax: 2558741

E-mail: ercmpu@gmail.com, Website - www.ercmpu.in,

INVITATION TO BID

1. The Ernakulam Regional Co-operative Milk Producers' Union Limited invite e-tenders from reputed manufacturers/suppliers for supply of Eutectic Freezers of capacity of 400 Litres. Interested eligible Bidders may obtain further information from the office of the Ernakulam Regional Co-operative Milk Producers' Union Limited, Edappally.
2. The bid shall be submitted in two cover system consisting of technical bid and price bid. The price bid of those who qualify in the technical bid only will be opened.
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,

a. Tender Reference No.	: No.EU/PUR/4 /ADVT/2026-27
b. Tender Id	: 2026_KCMMF_ 882406 _1 /4684
c. Estimated Cost	: Rs. 5 Lakhs
d. Tender Download	: Can be downloaded from the Website www.etenders.kerala.gov.in ,
e. EMD	: Rs. 10,000/-
f. Cost of Tender Form	: Rs.1,000/-
g. Documents Publish Date	: 26.10.2026
h. Documents Download Start Date	: 26.10.2026at 01.30 PM
i. Pre-bid Meeting	: 30.10.2026 at 11.00 AM
j. Bid Submission Start Date	: 26.10.2026at 01.30 PM
k. Bid Submission Closing Date	: 10.11.2026 at 01.30 PM
l. Bid Opening (Technical)	: 11.11.2026 at 01.30 PM
m. Time of Completion	: 1 (One) month against Purchase order
n. Bid Validity	: 3 (Three) Months from the date of opening of tender.


MANAGING DIRECTOR
ERCMPU LTD

Copy to: All Notice Boards

Head(Mktg.)/Head (F/A)

Sr. Manager, Ernakulam Dairy /Manager Thrissur/Kottayam /Products Dairy

Mf/Oc



General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for the supply of Eutectic Freezers of capacity 400 Litres. 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 timeline is available in the critical date section of this tender published in 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. Once the DSC is obtained, bidders have to register on 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 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in, or helpetender@gmail.com, 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. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid Meeting:** 30.12.2025 2.00 PM
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in, and shall not be available elsewhere.
- iv. **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. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. **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 (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. **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:

- i) Copies of Purchase Orders



- ii) Letter from Customers to prove eligibility criteria
- iii) Details of experience and past performance of the bidder on supply of similar item within the past three years and details of current contracts in hand and other commitments; (Contract reference, Name and detailed postal address of client, value of Supply Order, are to be furnished).
- iv) 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.;
- v) Copy of latest Income tax clearance certificate and PAN card & GST Registration Certificate.

The department 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 Fee and Earnest Money Deposit (EMD)

The Bidder shall pay a tender document fees of Rs. 1000/- and Earnest Money Deposit or Bid Security of Rs. 10,000/- 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

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e Procurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank



16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoViththal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:



- a) SBI Account Holders shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

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, 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, 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 NEFT TRANSACTION as indicated in the E-tender notice.**
- b. The bid security is required to protect the ERCMPU 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 ERCMPU on the bid security furnished by the bidder.
- e. The bid security may be forfeited if a Bidder withdraws his 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

The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualification to perform the Contract if its bid is accepted. For the purpose of this, bidder shall meet the following qualification criteria as a minimum.

- a) If the bidder is a manufacturer- they should be a reputed manufacture of freezers having a minimum market existence in last 5 years from the date of technical bid opening. And should have supplied freezers to Govt./Semi-Govt./Public/ Cooperative sectors in India within last three years. The bidder's annual financial turnover in the same name and style during the last two years shall not be less than the estimated amount of contract as specified in the Invitation to Bid.
- b) If the bidder is a Dealer, they should have supplied freezers not less than the estimated cost as shown in NIT during the any last 3 financial years

OR

Not less than two orders of freezers supply during the last every 3 financial years, cumulative of year-wise invoices not less than 50% of the estimated cost .

- c) If the bidder is a dealer, a valid authorization certificate from the Original Equipment Manufacturer should be submitted along with tender.
- d) The original equipment manufacturer who has already supplied freezers, visicoolers or eutectic freezers to ERCMU Ltd over a period of last ten years are exempted to submit annual financial turnover . If so, they should upload an affidavit in their letter head with necessary supporting documents.
- c. The bidder should have registration under GST
- d. The Bidder should have authorized service centres in Kerala covering any of the Thrissur, Ernakulam, Kottayam and Idukki districts.

Proof of the above may be uploaded along with the tender, failure of which will lead to disqualification of the Bidder.

3. Documents:

The documentary evidence of the Bidder's qualifications to perform the Contract if the bid is accepted shall be established to the ERCMPU'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 supply of similar item within the past three years and details of current contracts in hand and other commitments; (Contract reference, Name and detailed postal address of client, value of Supply Order, 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 latest Income tax clearance certificate, GST Registration Certificate and PAN card.
- f. Duly sealed & signed tender document.

4. Price Basis:

The bidder shall quote their rates in the standard BOQ provided indicating the breakup details. The quoted rate shall be inclusive of all applicable taxes, duties, packing and forwarding, freight and insurance.

5. Security Deposit

- a. 5% of the total value of the contract rounded to the nearest rupee shall be remitted or a bank guarantee of equal amount shall be submitted by the successful bidder as **security deposit** within 15 days from the date of placement of order. Security deposit shall be released only after the satisfactory completion of the warrantee period. No interest shall be paid for the period during which the Security Deposit lies in deposit.
- b. The security deposit will be forfeited in favour of ERCMPU Ltd., in case of any violation of the terms and conditions or abandoning of the contract by the contractor without due notice.
- c. If the performance of the contractor is not satisfactory or if the contractor tends to withdraw from the contract before maturity period, the ERCMPU Ltd shall have the right to terminate the contract and make an alternative arrangement and the additional loss there by incurred by the Dairy for the completion of the contract period shall be recovered from the contractor. In such cases the Security deposit remitted by the contractor will be forfeited in favour of ERCMPU Ltd.
- d. In case of negligence or misconduct of supplier or his Staffs or due to the problems in operation of his transportation vehicle any loss/ damage occurred to the assets (fixed or movable) of the Dairy will be recovered from supplier's eligible bills/Security deposit.
- e. The bidder shall meet all the eligibility criteria specified above. In case, If it is found out that the bid Information/documents uploaded to this effect are false/incorrect/forged, after awarding contract, the tender inviting authority has the right to summarily reject their bid and the security deposit remitted by the party will be forfeited and will not be refunded.
- f. The successful Bidder shall obtain membership with ERCMPU by paying a nominal membership fee of Rs. 90.00.

6. Validity:

The offer should remain valid for acceptance for a period of 3 (Three) months from the date of opening of bids. On mutual acceptance Managing Director, ERCMPU can extend the period of contract to three more months .



7. Delivery

The Eutectic Freezers shall be delivered to Products Dairy, Edappally. The delivery shall be completed on door delivery basis at the concerned unit within 30 days from the date of confirmed order.

8. Payment:

100% of the total value shall be released from the dairy within 20 days on acceptance of performance report of the concerned section head.

9. Guarantee:

The supplier shall guarantee the satisfactory performance of the Eutectic freezers for a minimum period of 12 months from the date of acceptance by concerned unit head along with two year subsequent warranty at free of cost. Any defect due to use of substantial material or workmanship shall have to be replaced by the supplier at his own cost during guarantee period.

10. Liquidated Damage Clause:

If the supplier fails to deliver any or all of the goods or perform the contract within the time period specified in the contract, ERCMPU Ltd 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.

However genuine reasons if any will be given due consideration, on production of documentary evidence before operating the liquidated damages clause.

11. Service Network:

The supplier shall have good service network, with qualified personnel so as to cater the Ernakulam, Kottayam, Thrissur and Idukki districts of Kerala. Address list of service centres shall be uploaded along with the technical bid.

12. Quantity to be Supplied

Sl. No.	Item	Total Qty (Approx. Nos.)
1	Eutectic Freezers - 400 Ltrs	07

TECHNICAL SPECIFICATION AND REQUIREMENTS

Net capacity	: 400 Ltrs.
Cabinet Construction	: Rigid Polyurethane foamed Cabinet
Outer/Inner Cabinet Material	: Best Material for corrosion resistant



powder coated - Galvanized Steel

Cabinet Sheet thickness	: 22 SWG
Cabinet (Body) Colour	: Powder coated G I 22 SWG, appliances white
Insulation Material	: PUF
Insulation thickness Cabinet	: 80 mm
Cabinet top/Lid Material	: 0.50mm thick high polished SS
No. of Lid	: 2 Doors.
Inner Evaporator type	: Skin Type 100% Copper Tube (Wrapping & Soldering)
Condenser Type	: Fin & Tube Air Cooled
Condenser Fins per inch	: 6 to 7
Condenser Motor - Make & Specs	: Rexnord - 5 Watt - Impeller 200mmX28 ⁰
Compressor make	: Emerson (Copeland)
Refrigerant	: R290 / Equivalent (Eco friendly)
Operating Voltage Range (Volts)	: 180 - 260 V
Temperature Range - No load/with load	: -25 ⁰ C to -29 ⁰ C in 42 ⁰ C ambient
Temperature holding time	: 12 Hours in 42 ⁰ C ambient
Temperature holding media	: Glycol
Front Grill	: Powder coated welded mesh
Temperature Gauge	: Analogue type temperature gauge with Thermostatic Switch

Stickers	: Vinyl Stickers are to be affixed on three sides of freezer as per the design given by ERCMPU
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GENERAL TERMS & CONDITIONS

Apart from the general terms and conditions given below, the Purchase Order shall be subject to the general terms and conditions as stipulated in our enquiry/tender against which the 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 as inspection Report should be forwarded to us in triplicate.



However, the ERCMPU reserves a right to inspect at any stage of fabrication manufacture of the equipment/material. You should intimate the ERCMPU without fail when the equipment is ready for inspection, including the stage wise inspection. You should not proceed with further manufacture and/or despatch 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. Despatch Instruction:

The materials are to be despatched 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.

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 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. 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 periods(s) specified in the purchase order, ERCMPU shall without prejudice to its other remedies under this purchase order, deduct from the order price as liquidated damages, a sum equivalent to 0.5% of the value of the delayed items only for each week of delay.

Once the maximum is reached the ERCMPU may consider cancellation/termination of purchase order.

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.

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 acceptance of the items for satisfactory performance of the supplied items according to the designed/rated/installed capacity or any other norms fixed by ERCMPU.

10. Drawings, Specifications and Manuals:

Three sets each of operation and maintenance manuals and service instructions along with the drawings showing details of part list be sent to us.

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 items within stipulated delivery period or breach of any of the clauses mentioned herein. Consequential losses if any, on account of our order placed or obtaining supplies from alternative sources besides payment of higher price shall be recovered from you.

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:

- a. In case of disputes arising out of this tender, an arbitrator as mutually acceptable to the supplier and union will be appointed by the Managing Director, ERCMPU Ltd. The arbitrator's decision shall be final, conclusive and binding on both the parties.
- b. In case if either supplier to the tender is aggrieved by the award of the arbitrator so appointed as per clause above or otherwise, the jurisdiction for the same will be Ernakulam District and as per the provisions of Kerala Co-operative Societies Act and Rules 1969

