



# THE MIDNAPORE CO-OP MILK PRODUCERS' UNION LTD.

(An Operation Flood Project, Government of West Bengal)

Ashok Nagar: Midnapore -721101: Paschim Medinipur

Phone (03222) 275697, 276109; Email: [mimulnin@rediffmail.com](mailto:mimulnin@rediffmail.com)

Ref: MU/e-Tender/C/STORE/20-21/05/ 478

Dated: 05.01.2021

## E-TENDER NOTICE

E-tender is invited from the eligible reputed *Manufacturers / suppliers* for Supply, Installation and Commissioning of Pre-fabricated Cold Store (1 No) at the Milk Processing Unit, Dude-Budhe, Keshiary, District Paschim Medinipur, West Bengal. Interested Bidders may go through the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) (for online submission) and <https://www.paschimmedinipur.gov.in> (for viewing only) on & from 06.01.2021. Last date for submission of e-tender is 19.01.2021.

  
Managing Director  
Midnapore Milk Union

Ref: MU/e-Tender/C/STORE/20-21/05/ 478

Dated: 05.01.2021

Copy forwarded for favour of kind information and wide circulation through Office NOTICE BOARD to:-

01. Managing Director, West Bengal Coop. Milk Producers' Federation Ltd., Kolkata.
02. C A to District Magistrate, Paschim Medinipur and Chairman, Midnapore Milk Union.
03. C A to Addl. District Magistrate (ZP), Paschim Medinipur
04. Secretary, Zilla Parishad, Paschim Medinipur.
05. Dy. Director ARD & PO, Paschim Medinipur.
06. D I O, N I C; Paschim Medinipur: With a request to upload "the matter" in the District website: <https://www.paschimmedinipur.gov.in> (matter enclosed).
07. Assistant Registrar of Coop Society, Paschim Medinipur.
08. Plant In-Charge: Kolaghat, Chandrakona Road, Keshiary and Sabang Milk Chilling Plant.
09. Notice Board: Head Quarter, Midnapore Milk Union
10. ....

  
Managing Director  
Midnapore Milk Union



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**SET OF TENDER DOCUMENTS (ON LINE)**

**for**

**'Procurement of Pre-fabricated Cold Store (1 No)'**

**Each set contains:**

- 1. NOTICE INVITING e-TENDER**
- 2. General TERMS & CONDITIONS.**
- 3. Specification of the item**
- 4. Instruction to the Bidders & Eligibility for Quoting**
- 5. APPLICATION FORMAT (Annexure - I)**
- 6. CHECK LIST IN PRESCRIBED FORMAT**
- 7. Formal Agreement Copy**

**DATE OF PUBLICATION OF e-TENDER (ONLINE) : 06.01.2021 FROM 10.00 AM**

**STARTING OF BID SUBMISSION (ONLINE) : 06.01.2021 FROM 12:00 AM.**

**LAST DATE FOR ON LINE SUBMISSION OF TENDER : 19.01.2021 UP TO 04.00 PM.**

**OPENING OF TECHNICAL BID : 22.01.2021 AFTER 11.00 AM**

**OPENING OF FINANCIAL BID : TO BE NOTIFIED LATER ON.**

**Sd/-**

**Managing Director,**

**The Midnapore Coop. Milk Producers' Union Ltd.**



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## **NOTICE INVITING e-TENDER**

**NIT NO: MU/e-Tender/C/STORE/20-21/05/477**

**Date: 05.01.2021**

**For Supply, Installation and Commissioning of Pre-fabricated Cold Store (1 No) at the Milk Processing Unit, Dude-Budhe, Keshiary, District Paschim Medinipur, West Bengal.**

***(Submission of Bid through NIC e- tender portal --- <http://wbtenders.gov.in>)***

**Online bids are invited from the eligible, reputed *Manufacturers / suppliers having enough experience in this field and having credential to execute such work with State Milk Federation/District Milk Unions/Govt. Dairies, etc.* for supply, Installation and Commissioning of Pre-fabricated Cold Store (1 No) at the Milk Processing Unit, Vill- Dude-Budhe, PS- Keshiary, District Paschim Medinipur, West Bengal, PIN- 721133.**

**A] Technical Specification with scope of supply of Pre-fabricated Cold Store.**

**Functional requirement:** The Unit shall be used at Dairy Plant for Storage of Processed Milk in Poly Pouches kept in crates at desired temperature under specified terms & conditions.

**Scope of supply:** Started from delivery of the item as per specification mentioned below at **the Milk Processing Unit, Dude-Budhe, Keshiary, District Paschim Medinipur, West Bengal;** installation, commissioning of the item, demonstration & training to the operator/technical person of the Milk Union.

**Supply, Installation & Commissioning is to be completed within 21 days from the date of issue of Purchase Order.**

## **General Terms and Conditions:**

### **1. Login by Bidder:**

For e-tendering, the intending bidders are advised to note carefully the information and instructions as mentioned in 'Instructions to Bidders' stated in Section – A before tendering the bids. The intending bidders are further advised to keep in mind that the scanned copies of duly filled in different Forms and Affidavits as given in Section – B are to be uploaded in the respective folders as indicated in 'Instructions to Bidders'.

In the event of e-filling, intending bidder may download the tender documents consisting of this N.I.e-T., Instruction to Bidders, different Forms, Schedule of Work (BOQ), and Addenda & Corrigenda (*if any*) from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

**2. Earnest Money:** The Earnest Money will be deposited by the bidder electronically : online-through his net banking enabled bank account, maintained at any bank or : offline – **through any bank by generating NEFT /RTGS challan from the e-tendering portal.** Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name & IFSC Code and e-proc Ref. No. Intending bidder who wants to transfer **EMD through NEFT / RTGS** must read the instruction of the Challan generated EMD from E-Procurement site. **Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD.**

**3. NO INTEREST SHALL BE PAYABLE BY THE MILK UNION FOR THE SECURITY DEPOSIT and "EARNEST DEPOSIT".**

### **4. Refund/Settlement process:**

On up-loading of the work/supply order in favour of the successful bidder to the e-procurement portal, the bank will refund, through an automated process, the EMD amount of the unsuccessful/disqualified bidders to the respective bidders' bank accounts from which they made the payment transaction.

**5. Both Technical Bid and Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>

**6. Tender documents** may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 16.

**7. The FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the 'Tender Evaluation Committee'. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

### **8. Eligibility criteria for participation in the tender.**

**a. The prospective bidders shall have satisfactorily completed as a prime agency during the last 5 (five) years from the date of issue of this Notice with at least one work of similar nature under authority of State / Central Government, State Milk Federation/Milk Unions, State / Central Government undertaking / Statutory Bodies Constituted under the Statute**

**of the Central / State Government and having a magnitude of Rs 5.00 Lakh of the amount put to tender.**

- b. Income Tax Return Acknowledgement for the latest Assessment year, P.T. Deposit Challan for the year 2019-2020, Pan Card, Valid 15 – digit Goods and Service Taxpayer Identification Number (GSTIN) under GST Act, 2017, Valid Trade License [Non statutory documents] are to be accompanied with the Technical Bid Documents.
- c. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (*five*) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders.)
- d. In case of Proprietorship, Partnership Firms and Company, Tax Audit Reports are to be furnished along with the Balance Sheet and Profit and Loss Account, and all the documents along with schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of the applicant. No other name along with applicant's name in such enclosure will be entertained.
- e. Registered Partnership Deed for Partnership Firm is to be submitted. The company shall furnish the Article of Association and Memorandum. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably **upload a copy of registered power of attorney showing clear authorization in his favour**, by the rest of the directors of such company or the partners of such firm, to upload such tender.

**f. Joint Ventures will not be allowed.**

**9. No mobilization advance and secured advance will be allowed.**

**10. Security Deposit:**

- i) The successful bidder will have to retain 10% of the Bill/Invoice value as security money deposit throughout the tenure of Guarantee/warranty Period of one year.
- ii) Earnest Money will be refunded after satisfactory completion of supply, installation and commissioning of the Units.

**11.** Agencies shall have to arrange transportation, labours, delivery at site, etc. for successful installation and commissioning of the units at their own cost and responsibility.

**12. Statutory deduction by STDS is liable to be deducted as per provision of GST Act, 2017 and other, if any, order of the Government.**

**13. Tax liability of the concerned work contract has to be borne as per prevailing GST Act, 2017 by the agency.**

**14. All statutory deduction will be made from the contractor's bill based on the prevailing norms/ Acts of the Government.**

**15.** Bids shall remain valid for a period not less than 03 months (*Ninety days*) from the date of opening of Financial Bid. If the bidder withdraws the bid during the e-tender process or fails/deny to execute the agreement or fails to execute the supply order within the scheduled

time period, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

**16. Date and Time Schedule:**

Sl. No	Particular(s)	Date & Time
1.	Date of uploading of N.I.e-T. & other Documents ( <i>online</i> )	05-01-2021
2.	Date of Publishing of e-Tender	06-01-2021 at 10.00AM
3.	Documents download / sale start date ( <i>online</i> )	06-01-2021 at 11.00AM
4.	Bid submission start date ( <i>online</i> )	06-01-2021 at 12.00PM
5.	Bid Submission closing date ( <i>online</i> )	19-01-2021 upto 04:00PM
6.	Bid opening date for Technical Proposals ( <i>online</i> )	22-01-2021 after 11.00AM onwards
7.	Date of uploading list for Technical Qualified Bidder ( <i>online</i> )	After evaluation of Technical Bid
8.	Date & Place for opening of Financial Proposal ( <i>online</i> )	To be notified later on
9.	Date of uploading of list of bidder along with their rates through ( <i>online</i> ), also if necessary for further negotiation through.	To be notified later on

- 17.** The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of supply/work and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting e-Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
- 18.** The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, cost of Bidding shall not be reimbursed by the Midnapore Coop. Milk Producers' Union Ltd.
- 19. Conditional / Incomplete tender will not be accepted under any circumstances.**
- 20. The intending tenderers are required to quote the rate *online* in the space marked for quoting rate in the B.O.Q.**
- 21.** Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
- 22.** During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- 23. The Managing Director, the Midnapore Coop. Milk Producers' Union Ltd. reserves the right to cancel the N.I.e-T. due to unavoidable circumstances and no claim in this respect will be entertained.**
- 24.** Before issuance of the PURCHASE/SUPPLY ORDER, the tender inviting authority may verify the credential and other documents of the lowest tenderer, if found necessary. After verification, if it is found that the documents submitted by the lowest tenderer is either



manufactured or false, in that case, the work order will not be issued in favour of the said tenderer under any circumstances AND the earnest money will be forfeited.

**25.** This N.I.e-T. shall form a part of the contract document. The successful bidder on acceptance of the bid by the Accepting Authority, shall have to sign the contract consisting of N.I.e-T., all tender documents forming part of the bid as uploaded at the time of invitation of bid, the rates quoted online at the time of submission of bid.

**26. Cost of Contract Documents:**

The successful bidder shall have to pay the cost of contract documents @ **Rs. 500.00 (Five Hundred)** only at the time of formal agreement.

**27. The e-tender must be supported by ONLY SCAN COPY/COPIES OF ORIGINAL DOCUMENTS as mentioned in General Terms & conditions for submission of e-tender.**

**a) Each tender, unless the bidder is exempted under the existing order of the concerned state Government or Govt. of India, will have to deposit Earnest Money of Rs. 30,000/- (Rupees Thirty Thousand) only as per above manner or Document Showing EMD Exemption to be uploaded. E.M.D. in any other manner not acceptable.**

**b) Scanned credentials showing supply of similar items of value Rs 5.00 Lakh.**

**c) Scanned ORIGINAL PAN Card.**

**d) Scanned Professional tax Clearance Certificate (2019-20).**

**e) Scanned ORIGINAL Trade License (valid up to 31.3.2021).**

**f) Scanned Valid 15 digit Goods & Services Taxpayers Identification Number (GSTIN) under GST Act, 2017.**

**g) Scanned N.I.e.T. including Terms & Conditions, Specifications, etc. digitally signed will have to be uploaded as a token of acceptance.**

**h) Scan copy EMD deposit challan/ authentic documents against EMD EXEMPTION.**

**i) Scanned copy of CHECK LIST.**

**j) Printed Brochure/Literature of the quoted items.**

Documents at (a) to (i) must be submitted (on line) in original. Scanned attested photo-copy will not be considered in on-line submission as valid documents. ***Bidder(s) will have to sign the terms & conditions of N.I.e.T. before execution of agreement, if selected.***

**No Tender will be accepted, if the same is not supported with all the above documents.**

**Hardcopy of Statutory/Non-Statutory Documents is/are NOT required to be submitted physically. The selected bidder will have to submit hardcopy of Statutory/Non-Statutory Documents at the time of execution of formal agreement.**

**28.** Uniform Basic Rates should be quoted NET in figure inclusive of delivery (up to site), packing, forwarding, insurance, loading & unloading charges, installation, commissioning, training, demonstration, etc at BOQ (Bill of Quantities) in financial Bid (BID-B) **THE OFFERED RATE SHOULD BE VALID FOR NOT LESS THAN 90 DAYS.** Rates of GST, OTHER TAXES, IF ANY, MUST BE INCLUDED IN THE TOTAL PRICE PER UNIT. GST, OTHER TAXES, IF ANY, MUST BE SHOWN SEPARATELY IN THE BILL/TAX INVOICE.

**29.** N.I.e.T. (*download properly and upload the same digitally Signed*). The rate should be quoted in the B.O.Q. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in any other place, the tender is liable to be summarily rejected. All the tender documents including N.I.T., terms & conditions for submission of tender & B.O.Q. will be the part & parcel of the bid documents.

**30.** Any dispute / difference arising out of this Tender, which cannot be amicably settled between the parties, shall be referred to the adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be at Midnapore (District Paschim Medinipur, West Bengal).

The offered rate should be valid for **not less than 90 days** from the date of opening of Financial Bid but the period may be extended at the discretion of the undersigned/Tender Committee/Tendering Authority & requirement.

***Sd/-***

Managing Director,  
The Midnapore Coop. Milk Producers' Union Ltd.



## SPECIFICATIONS FOR PRE-FABRICATED COLD ROOM

1) Functional Requirement

Storage of Processed Milk in poly pouches, kept in crates.

2) Cold Room Temperature

3 Deg. +/- 2 deg. C.

3) Size of Cold Room (L x B x H)

5.50M x 3.20M x 3.20M (Outside Dimensions)

4) Construction of Cold Room

i) Walls, Ceiling and Floor

Walls and Ceiling would be pre-fabricated sandwich Panels manufactured from Pre-coated CRCA sheet, 0.5 mm thick, having PUF insulation. Thickness of Panels would be 80 mm. The panels having tongue and groove edges would be fixed with Camlock to ensure tight assembly. Access ports to be covered with caps and panel joints to be sealed with best quality sealants.

80 mm PUF slab insulation with double coat vapour barrier, to be finished with PCC of suitable thickness and Kota Stone / C I tiles. The PCC and laying of Kota Stone / C I tiles will be undertaken by the Milk Union under the direction and supervision of the Cold Room supplier.

ii) Doors

- a) The Cold Room will be provided with one single leaf hinged type door with magnetic gaskets, fluorescent safety release knob for easy opening from inside even when the door is locked. The door should be provided with lockable heavy duty door handle of brass with chrome plating or of stainless steel. The door clear opening (approx.) should be Width - 900 mm and Height – 1820 mm.
- b) A lockable Hatch door of size (600 x 600 mm) will have to be provided for product entry in crates. The height at which the Hatch Door will be located will be decided as per site requirement.

iii) General

Complete supports for Panels, "U" profiles, Hat channels, Flashings, Sealants and PUF chemicals for sealing and other accessories as per requirement will have to be provided.

5) Product Storage Quantity – 6000 Lit. Approx.

6) Product Inlet Temperature – 6 Deg. to 8 Deg. C. In pouches

7) Pull down Time – 12 hours

8) Ambient Temperature – 42 Deg. C.

9) No. of Air Changes – 6 air changes / day

- 10) Refrigeration Capacity desired – 15000 Btu / hr. At 42 Deg. C.
- 11) Refrigeration Compressor – Hermetic Compressor, Scroll Type, Danfoss / Copeland make.
- 12) Type of Refrigerant – R- 134 A
- 13) No. of AHU & Condensing Units – Two sets
- 14) AHU & Condensing Unit  
Suitably designed based on the compressor selected and requirements of the cold room. The Copper tubes to be used for both the units should be of 24 G and provided with Al. Fins of 32 G. The evaporator tubes should have three fins per inch, while the condenser tubes 12 fins per inch [Snowline Engineers in their offer has stated that Blue Star make Evaporator (IDU) has 8 FPI and the Condenser (ODU) has 14 FPI, and they stand guarantee for trouble free operation].
- 15) Cold Room Light  
The Cold Room should be provided with Vapour proof light giving desired illumination.
- 16) Pipes & Fittings  
Copper Refrigeration piping and fittings with necessary supports, suction line duly insulated with Nitrile rubber, and, PVC Drain Pipe to drain out the condensate from the Evaporator outlet to the nearest drain pit should be provided.
- 17) Refrigeration Controls  
Gauge Panel Board incorporating HP / LP Cut out, Temperature Indicator cum Controller, On-Delay Timer, etc. Of Danfoss / Sub Zero make is to be provided.
- 18) Electricals  
Electrical panel incorporating all safeties, timer delays, status indications with necessary accessories, interconnecting Power and Control Cabling with necessary supports, etc. will have to be provided and should be of reputed make.
- 19) Refrigerant Supply – First charge of R- 134 A gas is to be provided.
- 20) Erection & Commissioning  
The Entire Cold room will have to be erected and commissioned by the supplier. Necessary training will have to be provided to our Plant Personnel at site regarding operation and maintenance of the unit.



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(An Operation Flood Project, Government of West Bengal)

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Phone (03222) 275697, 276109; Email: [mimulnin@rediffmail.com](mailto:mimulnin@rediffmail.com)

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### **Terms & Conditions for submission of online e-tender:**

N.I.eT. No: MU/e-Tender/C/Store/20-21/05/477

**Dated: 05-01-2021**

### **INSTRUCTION TO BIDDERS & ELIGIBILITY FOR QUOTING**

#### **1. INSTRUCTION TO BIDDERS**

In the event of e-filing, intending bidder may download the tender documents free of cost from the Website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

**General guideline for e-Tendering:** Instructions/Guidelines for electronic submission of the tenders have been annexed for assisting the bidders to participate in e-Tendering.

(i)**Registration of bidders:** Any bidder willing to take part in the process of e-Tendering will have to be registered with the Govt. e-Procurement System, through the Website <http://wbtenders.gov.in> after obtaining DSC (Digital Signature Certificate).

(ii)**Digital Signature certificate(DSC):** Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the Govt. of India on payment of requisite amount.

(iii)**Tender Fees:** Tender documents may be downloaded at free of cost.

(iv)**Scanning:** All Statutory & non-statutory documents should be scanned in grayscale & 150-200dpi.

#### **2.EARNEST MONEY DEPOSIT**

(i) Each tender, unless the bidder is exempted under the existing order of the concerned Government or Govt. of India, will have to deposit Earnest Money Rs. 30,000/- (Rupees Thirty Thousand) only as per prescribed manner stated in the N.I.e.T. or Document Showing EMD Exemption is to be uploaded. E.M.D. in any other manner not acceptable.

(ii) In no circumstances, Demand Draft, Bankers' cheque, Pay Order, T.R. Challan, Cash, G.P. Note, Pass Book, Fixed/Term Deposit, Token of Bank, A/c. Payee Cheque will be accepted save & except those mentioned in the N.I.T. as Earnest Money Deposit.

- (iii) This Midnapore Milk Union is not liable for deposition of excess of Earnest money.
- (iv) Earnest Money deposited before the date of issue of this N.I.e.T. will not be accepted. Earnest Money Deposit of previous tender will not be adjusted/ considered for this tender.
- (v) The onus of proving that a bidder is exempted from depositing earnest money will be on them. Valid Exemption Certificate issued by competent authority for claiming exemption of depositing Earnest Money [viz. EM (Part-II), Acknowledgement thereof & Declaration of Product, Plant & Machinery Investment issued by DIC of the Government or NSIC Certificate issued by Govt. of India].

### **3. TENDER PRE-REQUISITES**

- a) Original Trade License, PAN card, GST Registration Certificate, Professional tax Paid Challan Clearance certificate, Exemption Certificate (all valid up to 31.03.2021), are required to be furnished along with the tender (on line)
- b) In no case, Affidavit of Trade License / GST Registration certificate will be accepted.
- c) Authorized Agencies of the aforesaid machine manufacturer should furnish documentary evidence to that effect along with offer will have to be documented as mentioned in Non-Statutory cover (BID-A).
- d) Legal documents (made on non-judicial Stamp paper worth Rs. 20/-) regarding appointment of agent/Distributor/Suppliers, if manufacturer or bidder wants to supply through Agent/Distributor/Supplier are to be documented on line as mentioned in Statutory cover (BID-A).
- e) Original Trade License, PAN card, GST Registration Certificate, Prof. Tax Paid Challan Clearance certificate, Exemption Certificate, Brochure of quoted item or any other documents are required to be documented on line and are required to be furnished when called for.
- f) Duly certified copy of English/Hindi version of pre-requisites are to be furnished.
- g) In case the Bidder is exempted from GST or if he enjoys the benefit of deferment, he must submit documentary evidence to that effect in Non-Statutory cover (BID-A) in place of GST Registration certificate.
- h) Prescribed Application Form (Annexure-I) duly filled in and signed & affixed with the seal of the firm by indicating full communicating address with PIN Code No. Telephone No/ FAX/ e-mail address/ website Number, mentioning Tender Notification No. & Date and is to be documented on line.
- i) Digitally signed N.I.e.T. is to be scanned & uploaded as a token of acceptance.

### **4. SUBMISSION OF TENDER**

The tender is to be submitted in two Bid System:- one **Technical Bid & other Financial Bid**. The documents will get encrypted (transformed into non-readable formats).

**A. TECHNICAL PROPOSAL: "BID-A":** The Technical proposal should contain scanned copies of the following documents in two covers.

**(1) STATUTORY COVER-** containing the following documents:-

1	Each tender, unless the bidder is exempted under the existing order of the Government or Govt. of India, will have to deposit Earnest Money Rs. 30,000/- (Rupees Thirty Thousand ) only as per prescribed manner or <u>Document Showing EMD Exemption to be uploaded.</u>
2	Check List in the prescribed format.
3	Application in the prescribed format given in Annexure I.
4	Copy of terms & conditions of NleT digitally signed.

**(II).NON-STATUTORY COVER/ MY SPACE** - containing the following documents:

SI	Category	Sub Category Description
1	<b>CERTIFICATES-</b> ✓ All certificates are to be furnished in English Vernacular ✓ Affidavits are not valid. ✓ Scanned original copy	i) PAN Card issued by IT Dept., Govt. of India. ii) Valid 15 digit GSTIN under GST Act, 2017.
2	<b>COMPANY DETAILS</b> Scanned original copy	i) Trade License valid up to 31.3.2021. ii) P T clearance Certificate (2019-20)
3	<b>CREDENTIAL</b> Scanned original copy	i) Documentary evidence of credentials of similar work of value Rs 5.00 Lakh . ii) Technical specification, Manual, Drawings of the quoted items

**B. FINANCIAL COVER: BID- B:**

● **BOQ:**

❖ The folder as “Financial Bid” shall contain

a) RATE INCLUSIVE OF ALL TAXES ALONGWITH SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING AT THE MILK PROCESSING UNIT, DUDE-BUDHE, KESHIARY, PASCHIM MEDINIPUR DISTRICT **PER UNIT OF COLD STORE** SHOULD BE QUOTED IN SPECIFIED BOX OF PRESCRIBED FORMAT GIVEN UNDER BOQ.

b) Rate is to be quoted in BOQ (Bill of Quantities) in FINANCIAL COVER. Disclosure of Rate anywhere other than BOQ will be a disqualification.

❖ **SUBMISSION OF HARD COPY OF FINANCIAL COVER (BID-B) IS TOTALLY PROHIBITED AND ONLY BE SUBMITTED THROUGH ON LINE E- TENDER PORTAL.**

**5. RATE**

(i) The quoted rate should be inclusive of all charges viz. Entry Tax, Supply, transportation charges up to the Milk Processing Unit, packing & forwarding, loading, unloading, insurance, etc. should be included in the Unit Rate.

(ii) Rates quoted which are not as per specification mentioned in the Tender/Catalogue will not be accepted.

(iii) Rate should be quoted in unit mentioned in the N.I.e.T. Tender with split rate & quantity will be rejected. Under no circumstances enhancement of rate whatsoever will be accepted after closing of stipulated time of submission of tender, whatever the reasons given thereafter save & except for any tax imposed by the Govt. Photocopy of Govt. Order in respect is to be submitted while claiming such increase.

(iv) Abnormally low rate of any item(s) quoted by a tendering firm in the offer with some malafide intention will not be accepted, if detected.

## **6. VALIDITY**

- (i)** The offered rate should be valid for **not less than 90 days** from the date of opening of Financial Bid but the period may be extended or curtailed at the discretion of the undersigned/Tender Committee/Tendering Authority & requirement.
- (ii)** Rate shall be valid throughout the period to be covered by the contract to be executed with successful bidder along with any extension as may be fixed by the competent authority from time to time.
- (iii)** Any addendum/ corrigendum / Extension of validity period will be notified at our district Web-Site <http://www.paschimmedinipur.gov.in> as it is not possible to inform any individual.

## **7. AFTER SALE SERVICE:**

The Bidders should ensure the AFTER SALES SERVICES of the item as and when required for the entire period of warranty/guaranty of minimum one Year from the date of supply at free of cost.

## **8. WARRANTY:**

Warranty period shall be MINIMUM TWELVE (12) months from the date of supply of the item.

## **9. SECURITY MONEY DEPOSIT:**

- (i) The successful bidder will have to retain 10% of the Bill/Invoice value as security money deposit throughout the tenure of Guarantee/warranty Period.
- (ii) Earnest Money will be refunded after satisfactory completion of supply, installation and commissioning of the Units.
- (iii) No proportionate refund of E. M./S.M. will be allowed in any case.

## **10. SUPPLY:**

Supply, installation and commissioning of the ordered items (as per specification) must be completed STRICTLY within 21 (Twenty one) days from the date of purchase order.

IT IS OBLIGATORY FOR THE BIDDER TO NOTE THAT FAILURE TO MAINTAIN DELIVERY& I/C SCHEDULE OF ORDERED ITEM WILL LEAD TO SEVERE DISLOCATION IN CARRYING OUT PUBLIC SERVICE FOR WHICH SUCCESSFUL BIDDER WILL BE HELD RESPONSIBLE & ACTION WILL BE TAKEN STRICTLY AS PER TENDER RULES LAID DOWN HEREIN WITHOUT ANY PREJUDICE ANY SHORT OF PLEA WILL BE CONSIDERED, SAVE & EXCEPT ANY INCIDENT OCCURRED 'BY ACT OF GOD' OR NON READINESS OF SITE BY ANY MEANS MAY BE CONSIDERED ONLY.

## **11. AGREEMENT (OFFLINE)**

- (i)** The successful bidder will have to enter in to a contractual agreement with the Midnapore Co-operative Milk Producers' Union Ltd in the standard format embodying the tender terms & conditions in Non-Judicial Stamp Paper worth Rs.20/- (Rupees Twenty) only.
- (ii)** If the contractor fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by the Union.
- (iii)** If the Union/Society incurs any loss / additional expenditure due to the negligence of the contractor in connection with the work during the period of contract, the same shall be recovered together with all charges and expenses from the contractor.

(iv) The breakages or damages, if any, caused by the contractor to the property of the Union/Society, the cost will be recovered from the contractor.

## **12. SUPPLY/DELIVERY**

**(i)** Supply must be completed within specified timeframe from the date of placement of supply order and execution of Agreement.

**(ii)** Supply will normally be accepted on all working days between 11 am & 3 pm. Successful bidder must provide requisite number of labor to execute the supply order. No supply will be accepted on Sundays & Govt. Holidays unless otherwise desired by the receiving authority.

**(iii)** IT IS OBLIGATORY FOR THE BIDDER TO NOTE THAT FAILURE TO MAINTAIN DELIVERY SCHEDULE WILL LEAD TO SEVERED DISLOCATION IN CARRYING OUT PUBLIC SERVICE FOR WHICH SUCCESSFUL BIDDER WILL BE HELD RESPONSIBLE & ACTION WILL BE TAKEN STRICTLY AS PER TENDER RULES LAID DOWN HEREIN WITHOUT ANY PREJUDICE, ANY SORT OF PLEA WILL NOT BE CONSIDERED, SAVE & EXCEPT ANY INCIDENT OCCURRED "BY ACT OF GOD" MAY BE CONSIDERED SYMPATHETICALLY.

**(vi)** The replacement of supply against any rejected consignment must be made positively within given time frame from the date of intimation, failing which action will be taken as per tender rule.

## **13. PENAL MEASURE**

1) The Earnest money Deposit furnished by bidder will be forfeited in full (including excess amount of earnest money, if deposited), if the bidder fails/withdraws tender as a whole or for any particular item at any stage during the tenure of execution/refuse to execute to enter into written agreement once the rate for any/all items is/are accepted within the time specified when requested to do so by the authority and/or refuses to deposit security money.

2) The Liquidated Damages be imposed for the delayed supply /erection and commissioning at 0.5% per day.

3) Time being the essence of contract no variation shall be permitted in the delivery time as prescribed in the delivery schedule. If the bidder fails to supply and execute the work in full or part of the order as per the delivery schedule, the Midnapore Milk Union (MIMUL) shall reserve the right to cancel the order besides forfeiture of Earnest Money &/ Security Money Deposit.

4) For violation of any of the terms and conditions of the contract, the Milk Union reserves the right to terminate the contract without assigning any reason thereof.

5) On termination of contract, the Earnest Money &/ Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor.

6) (a). If the bidder defaulted in any of the previous tenders to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full will not be eligible from participating in this tender.

(b). If the successful bidder defaulted to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full shall be debarred from participating in this subsequent tender for a period of 3 years.

7) In consequence of submission of false or fabricated documents or any deviation in technical specification by any firm/company, if proved later on shall liable to be Black Listed for 3 (three) years.

## **14. PAYMENT (OFF-LINE)**

**(i) No advance payment (Part or full) will be entertained in any case.**



- (ii) Tax Invoice against all supplies is/are to be sent in TRIPLICATE & should invariably be submitted at the time of delivery.
- (iii) Payment shall be made after executing the order satisfactory in all respect. However, no interest shall be paid to the bidder, if the payment is delayed due to whatsoever reasons. In no circumstances, delivery schedule should be affected & or linked with the payment of outstanding bills. The payment of bills shall be withheld, in case of violation of any tender terms & conditions.
- (iv) **A) 50%** payment will be released after delivery of the item in good condition at specified site and on receipt of acknowledged copy of challan/Invoice etc.
- b) 40%** will be released after completion of satisfactory installation and commissioning work of the Units. No part payment in respect of the unit installed and commissioned would be released.
- (iv) **Balance 10%** will be released after successful completion of the warranty/guaranty period of one year.

## **15. MISCELLANEOUS**

- (i) Earnest Money Deposit and/or Literature/documents will not be accepted after scheduled time of closing.
- (ii) Conditional tenders & tenders not accompanied with the documents as per requirement/mentioned shall be summarily rejected without any reference made to the bidder & no correspondence will be entertained. No additional terms & conditions shall be put forth by the bidder and such offer(s) will not be taken into consideration.
- (iii) In the event of delay/non-availability/garbled printout/inconvenience in getting access to the Website for downloading tender documents, the authority will not be held responsible.
- (iv) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender & that application will be rejected without any prejudice.
- (v) **The offer may go to the next bidder, if the successful bidder fails to perform the contract.**
- (vi) No negotiation/subsequent representation regarding rate or otherwise will be entertained.
- (vii) No Import License, any sort of permit etc., in respect of any item will be provided from the Milk Union and the tendering firm should rely on their own resources.
- (viii) Latest guidelines pertaining to purchase of stores issued by the Govt. of West Bengal will be followed provided that there is no specific instruction of the Tender Committee in this regard.
- (ix) If there be any objection regarding prequalifying the Agency that should be lodged to the Tender Evaluation Committee within 3(*three*) days from the date of publication of list of qualified agencies & beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.
- (x) Any dispute / difference arising out of this Tender will be referred to the sole arbitrator to be appointed by the undersigned and the same will be held at Midnapore, District- Paschim Medinipur/Kolkata. Arbitrator will have the power to pass interim order and will be guided by the Arbitration & Conciliation Act, 1996. In case of adjudication, the venue shall be Kolkata.
- (xi) When a Tendering Firm submits their tender in response to this Notification, they will be deemed to have understood fully the contents, the requirements, terms & conditions of this tender. No extra payment will be made on the pretext that the Tendering Firm did not have a clear idea of any particular point. Any offer made in response to this tender when accepted by the Tendering Authority will constitute a Contract between the parties.
- (xii) Non-compliance to any terms & conditions laid herein shall constitute a breach of contract & penalty for non-compliance shall be enforced very rigidly.
- (xiii) Opening the financial bid will be as per schedule as would be decided by the tender evaluation committee. No objection in this respect will be entertained raised by any Bidder.

(xiv) During evaluation the undersigned may summon the bidders & seek clarification/ information or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

(xv) Award of Contract (**Offline**): The Bidder whose bid has been accepted will be informed through letter of acceptance.

(xvi) The Tender Selection Committee reserves the right to cancel the N.I.e.T. due to unavoidable circumstances and no claim in this respect will be entertained.

(xvii) In the event of e-filling, intending bidder may download the tender document from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate.

(xviii) Both **Technical Bid & Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://www.wbtenders.gov.in>

(xix) The financial offer of the intending bidder will be considered only if the Technical Bid of the bidder is found qualified by the 'Tender Evaluation Committee' The decision of the 'Tender Evaluation Committee' will be final & absolute in this respect. The list of Qualified Bidders will be displayed in the website.

(xx) Any addendum/ corrigendum / Extension of validity period will be notified at our district website <http://www.paschimmedinipur.gov.in> as it is not possible to inform any individual.

(xxi) The bidder (If asked) shall provide Raw material test certificates, Manufacturer Test Certificates and arrange to provide instrument for identification of material to confirm as per technical specification during the inspection. Detailed evaluation done based on the Documents / Records / Evidences/ Certificates produced by the Applicant in the Technical Bid. Material should be embossed as per requirement during supply by successful bidder.

(xxii) The Tender Selection Committee reserves the right to cancel the N.I.e.T. due to unavoidable circumstances and no claim in this respect will be entertained.

**Sd/-**

Managing Director,  
The Midnapore Coop. Milk Producers' Union Ltd.

**Annexure-I**  
**Application Format**

**(To be furnished in the Organisation/Farm's Official Letter Head Pad with Reference Number,  
Date, full Address with contact no. Telephone No. FAX No., e-mail No., Website etc.)**

Ref. No.

Date:

To  
The Managing Director,  
The Midnapore Coop. Milk Producers' Union Ltd.  
Ashok Nagar, Midnapore, Paschim Medinipur.  
PIN: 721 101.

Sub: Supply, Installation and Commissioning of Pre-fabricated Cold Store (1 No) at the Milk Processing Unit, Dude-Budhe, Keshiary, District Paschim Medinipur, West Bengal, PIN-721133.

Sir,

With reference to your N.I.e.T. NIT NO: MU/e-Tender/C/STORE/20-21/05/477 date of issue: 05.01.2021, having examined the documents published in the NIT, I am/We are furnishing my/our rates for the item tendered for as per your specification, terms & conditions.

Should this online tender be accepted, I/We hereby agree to abide by & fulfil all the terms & conditions laid down in the online N.I.e.T. and the particulars available in the online N.I.e.T. & the details given in the specification/ Description or in default thereof to forfeit & pay the Midnapore Coop. Milk Producers' Union Ltd. or his successor in office the penalties/sums/or of money that may be imposed by the Managing Director, The Midnapore Coop. Milk Producers' Union Ltd., Paschim Medinipur, the earnest money deposited herewith or from other money deposited by me/us or from the bills that will be payable to me/us for the supplies to be made.

I/We also agree that the decision of the Managing Director, The Midnapore Coop. Milk Producers' Union Ltd., Paschim Medinipur in all matters in respect of this tender will be final & binding on me.

I/We also agree to execute on being called upon to enter into a formal agreement embodying the terms & conditions contained herein &/or on usual terms & conditions & on default on my/our doing so, the Earnest Money deposited by me/us will liable to be forfeited along with blacklisting of our firm for three years.

Yours faithfully,

Date:

Signature & office seal:

Name of the Firm:

Address with PIN:

Email Address :

Phone No :

## **CHECK-LIST**

### **Information about Bidders**

**(ONLY ORIGINAL DOCUMENTS ARE TO BE SCANNED & UPLOADED IN THE E-BID PORTAL)**

<b>Serial</b>	<b>Description</b>	<b>Particulars</b>	<b>Page No.</b>
<b>1.</b>	Name of the Firm/bidder.		
<b>2.</b>	Registered Address with PIN, Phone No., FAX, e-mail, website etc.		
<b>3.</b>	Scanned document of Authorized dealer/distributor certificate and agreement between the manufacturer and the Distributor/Bidder (if applicable)		
<b>4.</b>	Name of the Person authorized to enter into & execute Contractual Agreement.		
<b>5</b>	Authorization Letter of Signatory from Company		
<b>6</b>	Earnest Money whether deposited, if not scanned original Exemption Certificate whether uploaded.		
<b>7</b>	Scanned Original PAN Card issued by ITDept.,Govt.ofIndia whether uploaded.		
<b>8</b>	ScannedOriginalvalid 15 digit Goods & Services Taxpayers Identification Number (GSTIN) under GST Act, 2017		
<b>9</b>	Scanned document of P Tax Clearance Certificate /Paid Challan.		
<b>7</b>	Scanned Original Trade License whether uploaded.		
<b>10</b>	Scanned credentials whether uploaded.		
<b>11</b>	Scanned N.I.e.T. of tender digitally signed whether uploaded as a token of acceptance.		
<b>12</b>	Application form in Annexure-I whether uploaded.		
<b>13</b>	Scanned document of Printed Literature/ Brochure/ Booklet /Drawings, Manuals whether enclosed		
<b>14</b>	Any other Documents whether uploaded.		

Signature of the Bidder with Date & Office Seal

## **AGREEMENT**

The articles of agreement made this day \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand Twenty One between The Midnapore Coop. Milk Producers' Union Ltd, Ashok Nagar, Midnapore, Paschim Medinipur, West Bengal-721101 (which expression shall include here successors in office and assigns) of the First Part, the Milk Union.

And

M/s....., Hereinafter referred to as the "AGENCY" (which expression shall unless excluded by repugnant to the contest be deemed to include his heirs executors administrators representatives and assigns) of the Other Part or Second Part.

WHEREAS the contractor submitted an online tender to the Managing Director, The Midnapore Coop. Milk Producers' Union Ltd (Midnapore Milk Union) on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty One for supply of goods and materials mentioned in the said online e-tender a copy whereof is annexed hereto and the Midnapore Milk Union has accepted the said online e-tender so submitted by the Agency on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty One.

AND WHEREAS the Contractor has agreed to execute a formal Agreement embodying the terms & conditions of the said online tender and the other terms & conditions.

### **NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:**

1. That the Agency agrees to supply the Items as detailed in the online MU/e-Tender/C/STORE/20-21/05/477 Date: 05.01.2021 submitted by the Agency to the Milk Union which has been duly accepted by the Milk Union on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty One for consideration and on the terms & conditions mentioned in the said online tender.
2. That the Agency shall duly and faithfully observe perform and fulfill the terms and conditions mentioned in the said online tender submitted by the Agency and in default thereof the Milk Union shall have the right and be entitled to recover all damages suffered by the Milk Union shall be entitled to forfeit the amount of the Earnest/Security Deposit mentioned in the said online tender.
3. That all the terms & conditions and covenants on the part of the Agency contained in the said online tender so submitted by the Agency, shall be deemed to form and shall be treated as forming a part of this Agreement and the Agency shall be bound to observe and fulfil the said terms & conditions and covenant on the part of the Agency herein contained as if the same are specifically embodied herein.
4. Should any dispute and indifferences arises regarding anything concerning this Agreement of the said online tender of the construction of these presents of the said online tender or any of the terms and conditions and covenants therein contained the decision of the Managing Director, Midnapore Milk Union, therein shall be final and binding on the parties.

5. That the Contractor shall keep the Milk Union saved harmless and indemnified against any loss or damage caused to or suffered by the Milk Union by reason of any defect of the equipment of the Items/Units used in the manufacture of the same as may be found or detected within the period of the guarantee as provided in the tender.

IN WITNESS WHEREOF the parties to these presents hereinto have set and subscribed their respective hands the day month and year first above written.

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Signature of the Authorized person  
on behalf of the Agency with seal:

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Signature of the Managing Director,  
on behalf of the Milk Union with seal

In the presence of:

In the presence of:

1) Witness:

1) Witness:

2) Witness:

2) Witness:

## E-TENDER NOTICE

**Midnapore Milk Union  
Paschim Medinipur**

No: MU/e-Tender/C/STORE/20-21/05/ 477

Dated: 05.01.2021

E-tender is invited from the eligible reputed *Manufacturers / suppliers* for Supply, Installation and Commissioning of Pre-fabricated Cold Store (1 No) at the Milk Processing Unit, Dude-Budhe, Keshiary, District Paschim Medinipur, West Bengal. Interested Bidders may go through the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) (for online submission) and <https://www.paschimmedinipur.gov.in> (for viewing only) on & from 06.01.2021. Last date for submission of e-tender is 19.01.2021.

Sd/  
Managing Director

A handwritten signature in blue ink, followed by the date "05.1.21." written in blue ink.