



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

(An Operation Flood Project, Government of West Bengal)

35/1, Aurobindanagar: Midnapur -721101: Paschim Medinipur

Email: [mimulnin@rediffmail.com](mailto:mimulnin@rediffmail.com)

Phone (03222) 275697, 276109, Fax (03222) 274523

Ref: MU: E-Tender: 20-21: 228

Date: 04.08.2020

### E-TENDER NOTICE

**No- MU/e-Tender/20-21/02/227 (2<sup>nd</sup> CALL) Dated- 04/08/2020**

E-tender is invited from the eligible **breeding farms or reputed suppliers** for supply of **366 No Heifers of Cross Bred Jersey** up to different GP of Debra Block of Dist. Paschim Medinipur. Interested Farm/Supplier 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 07.08.2020. Last date for submission of e-tender is 21.08.2020.

  
04/8/20  
Managing Director  
Midnapore Milk Union

Ref: MU: E-Tender: 20-21: 228 (10)

Date: 04.08.2020

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 (Dev), 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. ....

  
04/8/20  
Managing Director  
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### E-TENDER NOTIFICATION

**Notice Inviting e-Tender No.-** : MU/e-Tender/20-21/02/227 (2<sup>nd</sup> Call)

: Dated: 04-08-2020

**LAST DATE OF ONLINE SUBMISSION** : 21-08-2020 (UP TO 4.00 PM)

**DATE OF PRE-BID MEETING** : 14-08-2020 AT 11.00 AM

Online bids are invited from the eligible, bonafied and resourceful **breeding farms or reputed supplier having experience in this field for rate contract for twelve months** for supply of **366 (Three Hundred Sixty Six) No Heifers of Cross Bred Jersey with undernoted specifications up to 3 different GP of Debra Block of Dist. Paschim Medinipur.**

#### Details of Supply Work:

- No of Heifers to be supplied** : 366 (Three Hundred Sixty Six).
- Place of Supply** : GP (Gram Panchayat) No- 1, 7 and 8  
Of Debra Block, Dist- Paschim  
Medinipur, West Bengal.
- Period of Completion of Supply** : 60 (Sixty) days.
- Earnest Money Deposit** : Rs 1,17,000.00

#### Specification of CB HEIFERS:

- Breed:** Cross Bred Jersey .
- Type of animal:** Cross bred Heifer.
- Age:** 12 Months and Above.
- Body Weight:** Cross Bred Jersey 60-80 Kg and above.
- Health:** Sound health without any bruises, injuries, skin infection, any deformities etc.
- Disease status:** Apparently free from contagious and Infectious diseases.  
Certification of fitness/health certificate is required from registered Vety. Practitioner.
- Vaccination status:** Must be vaccinated against HS, BQ and FMD with necessary certification from registered veterinary practitioner/ with deworming.
- Quarantine measures:** Quarantine measures for minimum 21 days is to be maintained as per guideline of veterinary practitioner. The bidder must arrange the requirements/facilities for maintaining the Quarantine period at own cost.

- ix. Insurance and tagging through the concerned veterinary surgeon/Block Livestock Development Officer.
- x. Photographs of the animals with tags are to be supplied at the time of supply.

### **Terms and Conditions to Specification:**

1. Quarantine measures, Insurance, Tagging are to be done as per guideline of the veterinary practitioner. Tagging is to be done before delivery. At the time of selection procedure weight is to be taken and no underweight will be accepted & bidder will make necessary arrangement of weighing.
2. Heifers are to be procured within 200-250 km radius of Debra Block of Paschim Medinipur District.
3. Heifers are to be supplied by the agency/supplier at different Dairy Cooperative Societies of 3 No GPs of Debra Block, Dist.- Paschim Medinipur at their own cost & arrangement.
4. All necessary supporting documents of such Heifers are to be produced/ submitted at the time of delivery.
5. In case of death of any heifer within 30 days from supply, the bidder /supplier must replace the same.

### **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://etender.wb.nic.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://etender.wb.nic.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 AND/OR Supply of Cows/Buffalos/Goats under authority of State / Central Government, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government and having a magnitude of Rs 10.00 Lakh of the amount put to tender.**
  - b. **Income Tax Return Acknowledgement for the latest Assessment year, P.T. Deposit Challan for the year 2018-2019, Pan Card, Valid 15 – digit Goods and Service Taxpayer Identification Number (GSTIN) under GST Act, 2017, Trade License from the respective Municipality, Panchayet etc.[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:** Retention money towards performance Security amounting to 10% (*ten percent*) of the value of the work shall be deducted from the bill of the Bidder for a period of one month from the date of completion of supply process. No interest will be paid on Security Deposit.
11. Agencies shall have to arrange space, shelter, laboratory, labours, transportation, etc. for successful completion of the supply order at their own cost and responsibility.
12. **Statutory deduction by STDS is liable to be deducted as per provision of GST Act, 2017. However no STDS will be made until further order of the Govt. is issued.**
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 06 months (*One Hundred Eighty Two 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.	<b>Date of uploading of N.I.e-T. &amp; other Documents (<i>online</i>)</b>	<b>04-08-2020</b>
2.	<b>Date of Publishing of e-Tender</b>	<b>07-08-2020 at 10.00AM</b>
3.	<b>Documents download / sale start date (<i>online</i>)</b>	<b>07-08-2020 at 11.00AM</b>
4.	<b>Bid submission start date (<i>online</i>)</b>	<b>07-08-2020 at 12.00PM</b>

5	<b>Pre-Bid Meeting</b>	14-08-2020 at 11.00 AM
5.	<b>Bid Submission closing date (online)</b>	21-08-2020 up to 04:00PM
6.	<b>Bid opening date for Technical Proposals (online)</b>	24-08-2020 after 12.00PM onward
7.	<b>Date of uploading list for Technical Qualified Bidder (online)</b>	After evaluation of Technical Bid.
8.	<b>Date &amp; Place for opening of Financial Proposal (online)</b>	To be notified later on
9.	<b>Date of uploading of list of bidders along with their rates through (on line), also necessary for further negotiation through</b>	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 WORK/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.
25. This N.I.e-T. shall form a part of the contract document. The successful bidder on acceptance of his 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. 1,500.00 (Rupees One thousand 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 Govt. of West Bengal or Govt. of India, will have to deposit Earnest Money of Rs. 1,17,000/- (Rupees One Lakh Seventeen 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 Audited Balance Sheet of P/L Account for the year 2016-17, 2017-18 & 2018-19.**
- c) Scanned certificate from a registered Chartered Accountant showing turnover of atleast Rs.30 (Thirty) lakh in any fiscal 2017-18 or 2018-19.**
- d) Scanned credentials showing supply of similar items of value Rs 25.00 Lakh.**
- e) Scanned ORIGINAL PAN Card.**
- f) Scanned ORIGINAL Trade License (valid up to 31.3.2021).**
- g) Scanned Valid 15 digit Goods & Services Taxpayers Identification Number (GSTIN) under GST Act, 2017.**
- h) Scanned N.I.e.T. digitally signed will have to be uploaded as a token of acceptance.**
- i) Scan copy EMD deposit challan/ authentic documents against EMD EXEMPTION.**
- j) Scanned copy of CHECK LIST.**

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

**Hard copy of Statutory/Non-Statutory Documents is/are NOT required to be submitted.**

The offered rate should be valid for **six months** but the period may be extended or curtailed at the discretion of the undersigned/Tender Committee/Tendering Authority & requirement.

**Sd/-**

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



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

(An Operation Flood Project, Government of West Bengal)

35/1, Aurobindanagar: Midnapur -721101: Paschim Medinipur

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Phone (03222) 275697, 276109, Fax (03222) 274523

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### Terms & conditions for submission of online e-tender:

N.I.e T. No. No. MU/e-Tender/20-21/02/227 (2<sup>nd</sup> Call)

Dated: 04-08-2020

### INSTRUCTION TO BIDDERS & ELIGIBILITY FOR QUOTING

#### 1. INSTRUCTION TO BIDDERS

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

**General guidance 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 free of cost.
- (iv) **Scanning:** All Statutory & non-statutory documents should be scanned in grey scale & 150-200dpi.

#### 2. EARNEST MONEY DEPOSIT

- (i) Each tender, unless the bidder is exempted under the existing order of the Govt. of West Bengal or Govt. of India, will have to deposit Earnest Money Rs. 1,17,000/- (Rupees One lakh Seventeen 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 D.I.C., Govt. of WB or NSIC Certificate issued by Govt. of India].

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

- (i) Scanned original of **Application in Annexure-I, PAN Card issued by IT Dept., Govt. of India, Trade License(valid up to 31.3.2020), Valid 15 digit Goods & Services Taxpayers Identification Number (GSTIN) under GST Act, 2017, credentials from reputed hatcheries, breeding farms or organizations supplying of CB Heifer to the bidder, Audited Balance Sheet of P/L Account in 3 CD Form, Certificate from a registered Chartered Accountant showing turnover of at least Rupees Thirty Lakh in any fiscal 2017-18 or 2018-19, certificate from organization reputed supplier possessing credentials are to be uploaded in the e-tender portal.**
- (ii) Duly certified copy of English version of pre-requisites as in (i) are to be furnished.
- (iii) In no case, Affidavit of any tender pre-requisites will be accepted.
- (iv) Original of Trade License/VAT Registration Certificate, Exemption Certificate or any other document are required to be furnished when called for.
- (v) **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:-

Each tender, unless the bidder is exempted under the existing order of the Govt. W.B. or Govt. of India, will have to deposit Earnest Money Rs.1,17,000/- (Rupees One Lakh Seventeen Thousand) only as per prescribed manner or <u>Document Showing EM Exemption to be uploaded.</u>
Check List in the prescribed format.
Application in the prescribed format given in Annexure I.
Copy of terms & conditions of NIT digitally signed.

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

Sl.	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. iii) Certificate from a registered Chartered Accountant showing turnover of Rs. Thirty Lakh in any fiscal 2017-18/2018-19. iv) Audited Balance Sheet of P/L Account in 3 CD Form for the year, 2014-15 & 2015-16 & 2016-17
2	<b>COMPANY DETAILS</b> Scanned original copy	i) Trade License valid up to 31.3.2021.
3	<b>CREDENTIAL</b> Scanned original copy	i) Documentary evidence of credentials from reputed breeding farms or organizations supplying Heifers of Cross Bred Jersey.

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

• **BOQ:**

- a. Uniform rate per unit, **each unit consists of 1 heifer** (For supply up to dairy coop. society level at 4 different GP of Debra Block of PASCHIM MEDINIPUR district) mentioned in the N.I.e.T. **including** Entry Tax (if any), incidental charges i.e. Delivery Charges (**up to dairy coop. society level**), insurance, loading & unloading charges and exclusive of GST, if applicable, to be quoted in the bill of quantity (BOQ) for supply at the Decentralized units as mentioned in the N.I.e.T.
- b. Rates of GST in terms of amount (if leviable extra) to be quoted in separate column of BOQ.
- c. No separate rate for separate units is to be quoted.

**5. RATE**

- (i) **Technical bid proposals are to be documented in TECHNICAL COVER. Rate is to be quoted in BOQ (Bill of Quantities) in FINANCIAL COVER. Disclosure of Rate anywhere other than BOQ will be a disqualification.** Name(s) of item(s) quoted in the BOQ should be stated in Application.
- (ii) The quoted rate should be inclusive of all charges viz. Entry Tax, Delivery (up to Debra Block, Paschim Medinipur. packing & forwarding, loading, unloading, cost of transportation, insurance, etc. should be included and GST, if any, should be quoted separately in amount wherever applicable.
- (iii) Rates quoted which are not as per specification mentioned in the Tender/Catalogue will not be accepted.
- (iv) 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.
- (v) 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.

- (vi) The authority does not guarantee purchase of invited quantity since it depends upon the actual requirement. Hence rate should be quoted accordingly.

#### 6. VALIDITY

- (i) Rate quoted shall hold well for **SIX months** from the date of opening of the E-TENDER by the Tendering Authority, if situation arises & within the validity period, any further requirement other than tendered quantity must be supplied at the approved rate & refusal to supply will be dealt with as per Tender Rule.
- (ii) *The Validity period of rate may further be extended/ curtailed at the discretion of the undersigned/ Tender Committee at the time of finalization of tender or after expiry of the period of validity.*

#### 7 AGREEMENT (OFFLINE)

- (i) The successful bidder will have to enter into 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.

#### 8. SECURITY MONEY DEPOSIT (OFFLINE)

- (i) The successful firm will have to retain the earnest money as security money deposit throughout the tenure of tender.
- (ii) Security Money will be refunded after satisfactory completion of supply. No proportionate refund of S.M. will be allowed if the supplied quantity either falls below the ordered quantity.

#### 9. SUPPLY/DELIVERY

- (i) Supply must be completed within specified timeframe from the date of placement of formal 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.

## 10. PENAL MEASURE

- (i) 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. Such bidder's offer will not be taken into consideration in future & shall liable to be **black listed for 3(three) years.**
- (ii) The security money deposit furnished by a Bidder is liable for forfeiture in full (including excess amount of Security Money, if deposited) along with cancellation of order without prejudice in the event of failure/refusal to maintain the delivery schedule &/or non-observance of terms & conditions of tender &/or contracted specification &/or quality/quantity & the authority will be at liberty to terminate the contract as a whole or part.
- (iii) The price, at which the bidder sells the items of identical description to any other Govt. Dte., Organization, etc., shall not exceed the quoted rate. If such incident of quoting higher rate comes to the notice, the authority reserves the right to initiate legal/penal action against such firms.

## 11. 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.

## 12. MISCELLANEOUS

- (i) Earnest Money Deposit and/or Literature 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 Chairman of 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. Arbitrator will have the power to pass interim order and will be guided by the Arbitration & Conciliation Act, 1996.
- (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. No objection in this respect will be entertained raised by any Bidder who will present during opening of bid, or from any bidder who will absent at the time of opening of financial bid. No informal bidder will be entertained in the bid further.
- (xiv) During evaluation the undersigned may summon the bidders & seek clarification / information or additional documents 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://etender.wb.nic.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.

***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.  
35/1, Aurobindanagar, Midnapore, Paschim Medinipur.  
PIN: 721 101.

**Sub: Supply of CB Heifers at Dairy Cooperative Society Level under the  
Midnapore Coop. Milk Producers' Union Ltd.**

Sir,

With reference to your N.I.e.T. No. **MU/e-Tender/20-21/02/227 (2<sup>nd</sup> Call)** date of issue: 04.08.2020  
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:

## **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. (a)</b>	Registered Address with PIN, Phone No., FAX, e-mail, website etc.		
<b>(b)</b>	Sole Owner/Partnership/Pvt. Ltd. /Limited Firm.		
<b>3.</b>	Name of the Person authorized to enter into & execute Contractual Agreement.		
<b>4.</b>	Earnest Money whether deposited, if not scanned original Exemption Certificate whether uploaded.		
<b>5.</b>	Scanned Original PAN Card issued by ITDept.,Govt.of India whether uploaded.		
<b>6.</b>	Scanned Original valid 15 digit Goods & Services Taxpayers Identification Number (GSTIN) under GST Act, 2017		
<b>7.</b>	Scanned Original Trade License whether uploaded.		
<b>8.</b>	Scanned credentials from reputed breeding farms for supply of CB Heifers.		
<b>9.</b>	Scanned terms & conditions of tender (N.I.e.T.) digitally signed whether uploaded as a token of acceptance.		
<b>10.</b>	Application form in Annexure-I whether uploaded.		
<b>11.</b>	Rate quoted in the BOQ is whether incl. of all charges i.e. Delivery up to block level, Entry Tax, Packing & Forwarding, Insurance, loading/unloading & other incidental charges		
<b>12.</b>	Audited Balance Sheet of Profit & loss Account in 3 CD Form		
<b>13.</b>	Scanned certificate from a registered Chartered Accountant showing turnover of at least Rs. Thirty lakhs in any fiscal 2017-18 or 2018-19.		

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 between The Midnapore Coop. Milk Producers' Union Ltd., 35/1, Aurobindanagar, 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 "CONTRACTOR" (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 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 Contractor on the \_\_\_\_day of \_\_\_\_\_ Two Thousand Twenty.

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 WITNESS ETH AND IT IS HEREBY AGREED AS FOLLOWS:**

1. That the Contractor agrees to supply the goods & materials as detailed in the online N.I.e.T - **MU/e-Tender/20-21/02/227 (2<sup>nd</sup> Call)** Dated **04.08.2020** submitted by the Contractor to the Milk Union which has been duly accepted by the Milk Union on the \_\_\_\_day of \_\_\_\_\_ Two Thousand Twenty for consideration and on the terms & conditions mentioned in the said online tender.

2. That the Contractor shall duly and faithfully observe perform and fulfill the terms and conditions mentioned in the said online tender submitted by the Contractor 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 Security Deposit mentioned in the said online tender.

3. That all the terms & conditions and covenants on the part of the Contractor contained in the said online tender so submitted by the Contractor, shall be deemed to form and shall be treated as forming a part of this Agreement and the Contractor shall be bound to observe and fulfil the said terms & conditions and covenant on the part of the Contractor 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 materials 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.

SIGNED & DELIVERED:

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In the presence of:

1) Witness:

2) Witness:

SIGNED on behalf of the Milk Union

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

2) Witness:

2) Witness:

