

Dated : 24.05.2017.

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No. **WBCMPFL/CIVIL/NIET-14/2017-2018**
of The Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd.

The Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd. invites e-tender
for the work detailed in the table below.

(Submission of Bid through **online**)

Sl. No	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Price of Technical & Financial Bid documents and other annexures (Rs.)	Period of Completion	Eligibility of Contractor
1.	Construction of Product manufacturing plant at BTC campus, Berhampore, Murshidabad.	Rs. 38,23,307.02 (Rupees Thirty Eight Lakh Twenty Three Thousand Three Hundred Seven and Paise Two) only	NIL	NIL (Ref: Sl. 31 of this N.I.e-T.)	120 (One Hundred Twenty) days from the date of commencement.	Bona fide outsider (Ref: Sl. 6 of this N.I.e-T.)

- 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 (Section – A), different Forms & Affidavits (Section - B), Special Terms & Conditions (Section - C), Schedule of Works (BOQ), and Addenda & Corrigenda (*if any*) from the website <http://etender.wb.nic.in> directly with the help of Digital Signature Certificate.

- Earnest Money is not required.**
- Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://etender.wb.nic.in>
- 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. 15.
- 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.
- Eligibility criteria for participation in the tender.**
 - The prospective bidders shall have satisfactorily completed **as a prime agency** during the last 3 (*three*) years from the date of issue of this Notice at least one work of similar nature 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 40% (*forty percent*) of the amount put to tender.

[*Non-statutory documents*]

N.B.: Estimated amount, Date of Completion of Project and detail communicational address of client must be indicated in the Credential Certificate.

- 6.2. The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being one Civil Engineering Degree holder and one Civil Engineering Diploma holder (*Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation.*)
- 6.3. Income Tax Return Acknowledgement for the latest Assessment year, P.T. Deposit Challan for the year 2015-2016, Pan Card, VAT Registration Certificate are to be accompanied with the Technical Bid Documents.
- 6.4. 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.)
- 6.5. In case of Proprietorship, Partnership Firms and Company, Tax Audit Report 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 applicant. No other name along with applicant's name in such enclosure will be entertained.
- 6.6. The prospective bidders should own or arrange through lease hold registered agreement, the required plant and machineries. Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted.
(Ref. Form – IV, Section - B)
- 6.7. 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.

- 6.8. Registered Unemployed Engineers' Co-operative Societies / Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Minutes of last A.G.M. along with other relevant supporting papers.
 - 6.9. **Joint Ventures will not be allowed.**
 - 6.10. A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof.
7. The prospective tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.
 8. Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill is 05 (*five*) lakhs or above.
 9. **No mobilisation 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 running account bill of the tenderer as per prevailing order. No interest will be paid on Security Deposit.

11. Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.
12. All materials required for the proposed work including cement and steel shall be of specified grade and approved brand in conformity with relevant code of practice (latest revision) and manufactured accordingly and shall be procured and supplied by the agency at their own cost including all taxes. If the brand of cement and steel specified in the B.O.Q. that must be Authenticated evidence for purchase of cement and steel are to be submitted along with challan and test certificate. If required by the Engineer-in-Charge, further testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost.
13. Constructional Labour Welfare CESS @ 1% (*one percent*) of cost of construction will be deducted from every Bill of the selected agency.
14. Bids shall remain valid for a period not less than **90 (ninety)** days from the last date of submission of Financial Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
15. Date and Time Schedule:

Sl. No.	Particular(s)	Date & Time
1.	Date of uploading of N.I.e-T. & other Documents (<i>online</i>)	24/05/2017
2.	Date of Publishing of e-Tender	26/05/2017 at 02.00pm
3.	Documents download / sale start date (<i>online</i>)	29/05/2017 at 02:00 P.M.
4.	Bid submission start date (<i>online</i>)	31/05/2017 at 11:00 A.M.
5.	Bid Submission closing date (<i>online</i>)	19/06/2017 upto 04:00 P.M.
6.	Bid opening date for Technical Proposals (<i>online</i>)	22/06/2017 after 11:00A.M.
7.	Date of uploading list for Technically 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 bidders along with their rates through (on line), also if necessary for further negotiation through.	To be notified later on

16. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
17. **Earnest Money:** Earnest Money is not required.
18. **Security Money:** A sum of 10% of the accepted value of the tender shall be deposited by the person/persons (hereinafter called the Contractor) as Security Deposit with the Owner. Initially @ 2% of the value of the contract (referred as Initial Security Deposit) should be deposited physically to the **Office of The Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd.**, LB - 2, Sector - III, Salt Lake City, Kolkata - 700 098 through Demand Draft issued from **any nationalized / scheduled bank** in favour of the "**West Bengal Co-operative Milk Producers' Federation Ltd.**" payable at **Kolkata**, during the time of formal agreement or within 7(seven) days from the date of issuance of the Work order failing of which the Work Order may be cancelled without showing any reason. Balance 8% will be recovered in installments through deductions @8% of the value of Work done of each running account bill till the total 8% Security Deposit amount on accepted value is collected. In case the actual value of work exceeds the accepted value of the tender due to extra items, excess quantities, escalations etc., further Security @8% of the such additional value of works shall also be recovered from the respective running account bills. .

If the quoted rate is below more than 10% (Ten percent) of the Estimated Amount an additional 5% (Five percent) of the value of the contract as Performance Guarantee should be deposited physically to the Office of The Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd., LB - 2, Sector - III, Salt Lake City, Kolkata - 700 098 through Demand Draft issued from any nationalized / scheduled bank in favour of the "West Bengal Co-operative Milk Producers' Federation Ltd." payable at Kolkata, during the time of formal agreement or within 7(seven) days from the date of issuance of the Work order failing of which the Work Order may be cancelled without showing any reason and the Performance Guarantee will be confiscated if the work not completed in scheduled time.

NO INTEREST SHALL BE PAYABLE BY THE FEDERATION FOR THE SECURITY DEPOSIT and "PERFORMANCE GUARANTEE".

19. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works 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.
20. 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 West Bengal Co-operative Milk Producers' Federation Ltd. The Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd. reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.
- 21. Conditional / Incomplete tender will not be accepted under any circumstances.**
- 22. The intending tenderers are required to quote the rate *online* in the space marked for quoting rate in the B.O.Q.**
23. 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.
24. Guiding Schedule of Rates:

Rates have been taken from P.W.D. (W.B.) Schedule of Rates for "Building Works" effective from 1st. December, 2015.
25. 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.
- 26. The Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd. reserves the right to cancel the N.I.e-T. due to unavoidable circumstances and no claim in this respect will be entertained.**
27. Before issuance of the WORK 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 work order will not be issued in favour of the said Tenderer under any circumstances.

28. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:
- a) N.I.e-T.,
 - b) Special Terms & Conditions,
 - c) Technical Bid and
 - d) Financial Bid

29. Qualification Criteria:

The tender inviting and Accepting Authority through a "Tender Evaluation Committee" will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

- (a) Financial Capacity
- (b) Technical Capability comprising of personnel & equipment capability
- (c) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in (a), (b) & (c) above. If any, document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice.

30. 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.

31. **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.

The Managing Director
West Bengal Co-operative Milk Producers' Federation Ltd.
(Signature of Tender Accepting Authority)

SECTION - A**INSTRUCTION TO BIDDERS**

A. General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

A.1. Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://etender.wb.nic.in>. The contractor is to click on the link for e-Tendering site as given on the web portal.

A.2. Digital Signature certificate (DSC):

Each contractor 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 National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

A.3. The contractor can search and download N.I.e-T., Tender Document(s) and Addenda & Corrigenda (*if any*) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

A.4. Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

A prospective bidder (including his participation in partnership) shall be allowed to participate in single road / building work as mentioned in the list of schemes.

A.5. Submission of Tenders:

Tenders are to be submitted through online to the website stated in Clause A.1. in two folders at a time for each work, one is Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) Virus free scanned copy of the documents are to be uploaded duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A.5.1. Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

A.5.1.1. Statutory Cover Containing the following documents:

(i) N.I.e-T.

(ii) Prequalification Application (Ref: Section - B, Form - I of this N.I.e-T.)

- (iii) **The rate will be quoted in the B.O.Q.** Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

A.5.1.2. Non-statutory Cover Containing the following documents:

- (i) Professional Tax (PT) deposit receipt challan for the financial year 2015-16, Pan Card, ITR Acknowledgement for the Assessment year 2015-16, VAT Registration Certificate.
- (ii) Registration Certificate under Company Act. /Trade License as the case may be.
- (iii) Registered Deed of partnership Firm / Article of Association & Memorandum.
- (iv) Power of Attorney (For Partnership Firm / Private Limited Company).
- (v) Tax Audited Report along with Balance Sheet & Profit & Loss A/c. for the last 3 (*three*) years (year just preceding the current Financial Year will be considered as year – 1)
- (vi) Valid bye laws, current Audit Report, Minutes of last AGM are to be submitted by the Registered Labour Co-Operative Society / Engineers' Co-Operative Society.
- (vii) List of machineries possessed by own / arranged through lease hold agreement along with authenticated copy of invoice, challan & waybill.
[Ref.:- Sl. No. 6.8. of this N.I.e-T. and (Section –B, Form IV)]
- (viii) List of laboratory Instrument along with authenticated Invoice & Challan.
(Ref.:- Sl. No. 7 of this N.I.e-T.).
- (ix) List of Technical staffs along with structure & organization (Section – B, Form – III).
- (x) Credential for completion of at least one similar nature of work under the authority of State / Central Government, statutory bodies constituted under the statute of the State / Central Government / Central Government undertaking having a magnitude of 40% (*forty percent*) of the Estimated amount put to tender during the last 3 (*three*) years prior to the date of issue of this N.I.e-T. is to be furnished. [Ref.:- Sl. No. 6.1. of this N.I.e-T. and (Section – B, Form – V)]. Scanned copy of Original Credential Certificate as stated in Sl. No. 6.1. of N.I.e-T.
- (xi) Financial Statement (Ref.:- Section – B, Form – II).

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS
SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder.

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	<ol style="list-style-type: none"> 1. Vat Registration Certificate. 2. PAN. 3. P Tax deposit Challan for the Last year. 4. Latest ITR Acknowledgement.
B.	Company Detail(s)	Company Detail - 1	<ol style="list-style-type: none"> 1. Proprietorship Firm (<i>Trade License</i>) 2. Partnership Firm (<i>Partnership Deed, Trade License</i>) 3. Ltd. Company (<i>Incorporation Certificate, Trade License</i>) 4. Society (<i>Society Registration Copy, Trade License</i>) 5. Power of Attorney (Ref.:- Sl. 6.8. this N.I.e-T.).
C.	Credential	Credential – 1	<ol style="list-style-type: none"> 1. Similar nature of work done & completion certificate which is applicable for eligibility in this tender.
D.	Equipment	Machineries – 1 Machineries – 2 Laboratory	<ol style="list-style-type: none"> 1. Authenticated copy of Invoice Challan & Waybill (machinery) 2. Authenticated copy of Invoice, Challan (laboratory)
E.	Financial Information	Work in hand	Financial Statement (Section – 'B', Form – II) duly filled up with bid capacity.
		Profit & Loss A/c. and Balance Sheet for the financial year 2015-2016.	Profit & Loss A/c. and Balance Sheet
		Profit & Loss A/c. and Balance Sheet for the financial year 2014-2015.	Profit & Loss A/c. and Balance Sheet
		Profit & Loss A/c. and Balance Sheet for the financial year 2013-2014.	Profit & Loss A/c. and Balance Sheet
L.	Man Power	Technical Personnel	List of Technical Staffs along with Structures & Organization .

A.5.2. Financial Proposal

A.5.2.1. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The contractor is to quote the rate (Presenting Above / Below / At per) online through computer in the space marked for quoting rate in the BOQ.

A.5.2.2. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

A.6. Financial capacity of a bidder will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.e-T. to be derived from the information furnished in FORM - II (Section - B) i.e., Financial Statement. If an applicant feels that his / their Working Capital beyond own resource may be insufficient, he / they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting / Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Engineer-in-Charge / Employer.

The audited Balance sheet for the last 3 (*three*) years, net worth, bid capacity, etc. are to be submitted which must demonstrate the soundness of Bidder's financial position, showing long term profitability including an estimated financial projection of the next two years.

A.7. Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and Audited Balance Sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

A.8. Rejection of Bid:

Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

A.9. Award of Contract

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.

The notification of award will constitute the formation of the Contract.

The Agreement will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.e-T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents along with requisite cost through Demand Draft issued from any nationalised / scheduled bank in favour of "**West Bengal Co-operative Milk Producers' Federation Ltd.**" payable at **Kolkata** within time limit to be set in the letter of acceptance.

SECTION – B

FORM – I

PRE-QUALIFICATION APPLICATION

To

The Managing Director,

West Bengal Co-operative Milk Producers' Federation Ltd.,

LB - 2, Sector - III, Salt Lake City, Kolkata - 700 098.

Ref : Tender for Construction of Product manufacturing plant at BTC campus, Berhampore, Murshidabad.

N.I.e-T. No.: WBCMPFL/CIVIL/NIET-14/2017-2018 of The Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd.

Dear Sir,

Having examined the Statutory, Non-statutory & N.I.e-T. documents, I/we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me/us on behalf of

in the capacity of

duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to me/us on behalf of the group of firms for application and for completion of the contract documents is attached herewith.

I/We is/are interested in bidding for the work(s) given in enclosure to this letter.

I/We understand that:

- (a) The Tender Inviting & Accepting Authority / Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- (b) The Tender Inviting & Accepting Authority / Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enclosure(s): e-Filling:-

1. Statutory Documents.
2. Non Statutory Documents.

Date:

.....
Signature of applicant including title and
capacity in which application is made.

SECTION – B

FORM – II

FINANCIAL STATEMENT

- B. 1 Name of Applicant :
- B. 2 Summary of assets and liabilities on the basis of the audited financial statement of the last three financial years. (Attach copies of the audited financial statement of the last three financial years)

	Year 2013-2014 (Rs. in lakh)	Year 2014-2015 (Rs. in lakh)	Year 2015-2016 (Rs. in lakh)
(a) Current Assets: (It should not include investment in any other firm)			
(b) Current liabilities: (It should include bank over draft)			
(c) Working capital : (a) – (b)			
(d) Net worth : (Proprietors Capital or Partners Capital or Paid up Capital + Resource & surplus)			
(e) Bank Loan / Guarantee :			

B. 3 Annual value of construction works undertaken:

Work in hand i.e. Work order issued	As on 31/03/2017	As on 31/03/2016	As on 31/03/2015

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date:

SECTION – B**FORM – III****STRUCTURE AND ORGANISATION**

A. 1 Name of Applicant :

A. 2 Office Address :

Telephone No. :

Fax No. :

A. 3 Name and Address of Bankers :

A. 4 Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation.

Signature of applicant including title and capacity in which application is made.

SECTION – B

FORM – V

Experience Profile

Name of the Firm:

List of projects completed that are similar in nature to the works having more than 40% (*forty percent*) of the project cost executed during the last 3 (*three*) years.

Name of Employer	Name, Location & nature of work	Name of Consulting Engineer responsible for supervision	Contract price in Indian Rs.	Percentage of Participation of company	Original Date of start of work	Original Date of completion of work	Actual Date of starting the work	Actual Date of completion of work	Reasons for delay in completion (if any)

Note:

- (a) Certificate from the Employers to be attached
 (b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

 Signature of applicant including title and capacity in which application is made.

SECTION – C

Terms and Conditions for Submission of Tenders

C.1. **The Rates quoted shall hold good up to entire completion of work from the date of approval of Rate by the Tendering Authority and for ANY EXTENDED PERIOD, IF SITUATION ARISES. Under no circumstances enhancement of Rate whatsoever will be accepted.**

C.2. Clear understanding:

When Tenderer submits his tender in response to Federation's Tender Notice, he will be deemed to have understood fully the contents, the requirements, terms and conditions of the tender. No advantage or payment will be made on the pretext that the Tenderer did not have clear idea of any particular point. Any offer made in response to the tender when accepted by the Federation will constitute a contract between the parties.

C.3. **Agreement:**

Work Order resulting from the tender is valid unless an agreement is executed between the successful Tenderer and Federation.

C.4. Tenders are to be accompanied with the following documents in the following order.

C.4.1. Covering letter in Letter Head of the Tenderer.

C.4.2. Self attested photocopy of up-to-date Profession Tax Clearance Certificate.

C.4.3. Self attested photocopy of Firm / Co-operative Registration Certificate along with Current Renewal documents from the appropriate authority.

C.4.4. Self attested photocopy of latest Income Tax Returns.

C.4.5. Self attested photocopy of up-to-date Sales Tax / VAT Clearance Certificate with VAT No.

Failure to comply with the conditions along with the instruction as stated at Sl. No. 1 of Section – C or furnishing any incorrect information or Tenders not accompanied with the above Certificate / Documents listed at Sl. No. 4 of Section – C will make the Tender liable to be rejected and no correspondence will be entertained in this regard.

C.5. **The Tender Committee / Managing Director, West Bengal Co-Operative Milk Producers' Federation Ltd. reserve the rights:**

C.5.1. To reject any/or all the Tender(s) at any stage without assigning any reason thereof and not to accept the lowest rate of tender(s).

C.5.2. Not to give price preference to Tenderer in compliance with the existing orders issued by this State Government at the discretion of the Tender Committee of Tendering Authority.

C.6. **Earnest Money:** Earnest Money is not required.

C.6.1. **Security Money:** A sum of 10% of the accepted value of the tender shall be deposited by the person/persons (hereinafter called the Contractor) as Security Deposit with the Owner. Initially @ 2% of the value of the contract (referred as Initial Security Deposit) should be deposited physically to the **Office of The Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd.**, LB - 2, Sector - III, Salt Lake City, Kolkata - 700 098 through Demand Draft issued from **any nationalized / scheduled bank** in favour of the **"West Bengal Co-operative Milk Producers' Federation Ltd."** payable at **Kolkata**, during the time of formal agreement or within 7(seven) days from the date of issuance of the Work order failing of which the Work Order may be cancelled without showing any reason. Balance 8% will be recovered in installments through deductions @8% of the value of Work done of each running account bill till the total 8% Security Deposit amount on accepted value is collected. In case the actual value of work exceeds the accepted value of the tender due to extra items, excess quantities, escalations etc., further Security @8% of the such additional value of works shall also be recovered from the respective running account bills. **NO INTEREST SHALL BE PAYABLE BY THE FEDERATION FOR THE SECURITY DEPOSIT.**

C.6.2. The Initial Security Deposit Money of the Tender will be liable to be forfeited if the tendered withdraws his order as a whole or for any particular item at any stage after submission of the Tender or fails / refused to enter into written agreement for any or all other items of his accepted tender within the time specified when requested to do so refused to deposit Security Money.

C.6.3. The Security Deposit furnished by a Tenderer is liable for forfeiture and the Tender is liable for cancellation without prejudice to any other action in the event of failure / refused to supply order and/or according to contracted specification, quality and/or quantity.

C.7. Abnormally low price quoted by the Tenderer in the Tender with some malafide intention will not be accepted, if detected.

C.8. The contract period may be extended by the Tender Committee / Managing Director, West Bengal Co-Operative Milk Producers' Federation Ltd. after the expiry of the period of contract, if situation arises.

C.9. Inspection of all suppliers' premises during manufacture before or after dispatch may be undertaken whenever required / necessary by the Tendering Authority or any other person / representative authorized by him on his behalf without notice.

C.10. All notices intended to be served on the Tenders will be deemed to have been duly served, if sent Under Certificate of Posting or Registered Post or Courier Service Post to the address mentioned in the tender or by any other process permissible under Civil Law.

C.11. Conditional Tenderers are liable to be rejected.

C.12. All the Terms and Conditions and down in Catalogue to herein will have to be accepted by the Tenderers and no representation will be entertained for modification of any such terms and conditions.

C.13. Payment will be made through Running Bill according to the progress of work.

C.14. Successful Tenderer should provide at least one Technical Person at site up to completion of work in all respect.

C.15. The Contractor will be liable to undertake the excess quantity of work (*if so occur*) upto 10% (*ten percent*) of the scheduled quantity and rate will be as per tender schedule.

C.16. In case of non-schedule item (*if undertaken*) the rate will be accessed / ascertained by the Engineer-in-Charge of the Federation on the basis of analysed rate which is to be abided by the successful Tenderer.

C.17. Security money will be refunded to the successful Tenderer just after 1 (*one*) year from the date of completion of respective work.

C.18. Guarantee Period

The contractor shall give guarantee for a period of 1 (*one*) year from the date of final handover and shall remain liable for rectification of defects if any arises within the said period at free of cost. Failing which the Federation will undertake the said rectification at own cost, which will be realized from the deposited security money by the successful Tenderer.

C.19. Engagement of Child Labour / Women Labour at construction site by the successful Tenderer is strictly prohibited.

C.20. No price escalation / compensation will be entertained even for the works executed within the extended period, if any.

C.21. Time, being the essence of contract, the contractor shall pay or allow the employer the sum equivalent to 1% (*one percent*) or such other amount as would be fixed by the Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd. of the total cost of work awarded per week, subject to a limit of 10% (*ten percent*) of the order value or the Final Bill amount whichever is greater, as liquidated damages for the period during which the said works shall remain incomplete beyond the time of completion mentioned above or beyond the duly extended in writing. The employer may deduct such damages from any money due to contractor.

C.22. Removal of Rubbish / Debris:

The rubbish / debris etc. out of dismantling worn-out plaster, walls etc. shall be removed by the contractor by the contractor from the work site from time to time, as per direction of the Engineer-in-Charge. No claim for such removal will be entertained. Construction site should be cleaned properly before handover.

C.23. The tender will remain valid **90 (Ninety)** days from the date of opening.

C.24. Specification of all materials should be as per PWD current Schedule of rate civil works / conforming to I.S.I.

The Managing Director
West Bengal Co-operative Milk Producers' Federation Ltd.
(Signature of Tender Accepting Authority)

(To be furnished in Non – Judicial Stamp paper)

Contract Agreement Form

This agreement is made on this the day of, 2017 between West Bengal Co-Operative Milk Producers' Federation Ltd.(WBCMPFLTD., LB - 2, Sector - III, Salt Lake City, Kolkata – 700 098 (hereinafter called the client) on the one part

And

.....
(Hereinafter called the Contractor on the other part).

Whereas the client desires that certain work should be executed "Construction of Product manufacturing plant at BTC campus, Berhampore, Murshidabad."

And whereas pursuant to offer submitted by the contractor in connection with the Tender Notice No..... dated (hereinafter refer to as 'Offer') the client has by letter of acceptance-cum-work order vide No. dated accepted the offer submitted by the contractor for the execution and completion at such work and remedy and defects therein on the terms and conditions mentioned in the general condition of contract as well as on the condition appearing hereinafter and whereas the contractor has agreed to undertake such work pursuant to the terms of contract.

Now Agreement Witnesses as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to:
2. The following documents shall be deemed to form and be read construct as an integrated part of agreement –
 - 2.1. Contract Agreement
 - 2.2. The Tender
 - 2.3. Condition of Contract
 - 2.4. Bill of Quantity
 - 2.5. Drawings

Signed on behalf of
West Bengal Co-Operative Milk Producers'
Federation Ltd.

Witness:
1. Signed : _____
Name : _____
Address : _____
: _____
Occupation : _____
2. Signed : _____
Name : _____
Address : _____
: _____
Occupation : _____

Signed on behalf of
Tenderer

Witness:
1. Signed : _____
Name : _____
Address : _____
: _____
Occupation : _____
2. Signed : _____
Name : _____
Address : _____
: _____
Occupation : _____