

West Bengal Cooperative Milk Producers' Federation Limited

LB-2, Sector-III, Salt Lake City, Kolkata-700 106.

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SET OF TENDER DOCUMENTS (ON LINE)

Each set contains:

- 1. NOTICE INVITING e-TENDER**
- 2. CHECK LIST IN PRESCRIBED FORMAT**
- 3. TERMS & CONDITIONS FOR SUBMISSION OF TENDER.**
- 4. APPLICATION FORMAT (Annexure - I)**
- 5. Specification of the item [Diesel Generating Set (125 KVA,100 KVA, 62.5 KVA, 30 KVA, 20 KVA and 15 KVA- KIRLOSKAR GREEN) with accessories]**
- 6. AFFIDAVIT [To be furnished in a Twenty Rupees Non-Judicial Stamp Paper duly Certified by Notary Public, (Annexure-II)]**

LAST DATE FOR SUBMISSION OF TENDER (ON LINE): 18.05.2018

Managing Director
West Bengal Co-operative Milk
Producers' Federation Ltd.

The basic rate must be inclusive of transportation up to specified site including safe unloading at site (within 200 KM from Kolkata), Packing & Forwarding, Excise (if any), and Installation with commissioning & Trial run of the whole supplied unit at site. VAT/Tax would be mentioned separately ('C' form will not be provided).

West Bengal Cooperative Milk Producers' Federation Ltd.
LB-2, Sector-III, Salt Lake City, Kolkata-700 106

NIT NO.:- WBARD/WBMF/DG/NIT-04e/10/10(QA)/18-19

Date: 02.05.2018

NOTICE INVITING e-TENDER

For Supply, Installation & Commissioning of KOEL GREEN model DG Set (with acoustic enclosure) having capacity 125/100/62.5/30/20/15 KVA (Kirloskar Oil Engines Ltd. make) along with accessories.

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

The Managing Director of West Bengal Co-operative Milk Producers' Federation Ltd., LB-2, Sector-III, Salt Lake City, Kolkata-700106 is going for e-tender for supply, Installation & Commissioning of Diesel Generating Set having capacity 125 KVA, 100 KVA, 62.5 KVA, 30 KVA, 20.00 KVA and 15.00 KVA under District Milk Union in West Bengal (within 200 KM from Kolkata on an average). E-tenders are invited (on line) from the Dealer/Distributor having authorization from Kirloskar Oil Engines Ltd. (KOEL GREEN model). The Bidder must have authorized service personnel in the State of West Bengal and having similar previous experience of work with Milk Federation/District Milk Unions/Govt. Dairy.

Description, Specification and scope of supply for KIRLOSKAR GREEN DG Set with Acoustic Enclosure having capacity of 125 KVA/100 KVA/62.5 KVA/30 KVA/20 KVA/15 KVA

Make: Kirloskar Oil Engines Ltd. (KOEL GREEN MODEL)

Diesel Generator with Acoustic Enclosure (KOEL GREEN MODEL)

1.0 FUNCTIONAL REQUIREMENTS

1.1 General Description

The diesel generating set would be used to generate three phase AC electricity at 415 volts and 50 Hz. The generating set would be used in the plant in case there is electric shut down/failure from the main source.

1.2 CAPACITY: 125.00 KVA, 100.00 KVA, 62.50 KVA, 30.00 KVA 20.00 KVA and 15.00 KVA

1.3 DESIGN REQUIREMENTS

* The diesel generating set should be comprising of engine, alternator, control panel, exhaust pipe and accessories complete. The generating set should be of Kirloskar Oil Engines Ltd. Make (KOEL Green model).

*The diesel engine should be water cooled (for 100/62.5/20 KVA)/Air cooled (for 15 KVA), vertical type, capable of developing required BHP when running at 1500 rpm under NTP conditions. The engine should be built to BSS specification 649 (1958) and rated for continuous running for 24 hours with an overload capacity of 10% for a period not exceeding 1 hour in any 12 hours running.

1.4 The diesel engine should be complete with the following :

- Flywheel
- Fuel and lubricating oil filters.
- Dry type air cleaner.
- Standard fuel tank with capacity for 12 hours running.
- Residential silencer & exhaust pipe (min. length 4 mts).
- Anti-vibration pads.
- Combination base plate.
- 12 V self-starting arrangement with suitably rated battery (Exide make/equivalent) & cable.
- Engine driven battery charging alternator.
- Lubricating oil cooler.
- Lubricating oil pressure gauge.
- Microprocessor based safety device for engine safety from
 - i) Engine Over speed, ii) Engine High Temperature, iii) Engine Low Lubricating Oil Pressure, iv) Alternator Voltage Low/High or Single Phasing and Over current to Protect Alternator. v) Standard set of tools and spares.

1.5 The engine should be closed coupled to one suitable self-excited, self-regulated alternator developing required KVA at 0.8 power factor, 3 phase, 50 cycles/sec, 415 volts AC power supply under NTP conditions when running at 1500 rpm. The alternator should be screen protected and fitted with end shield and ball roller bearings.

1.6 The diesel generating set should be supplied with suitable floor mounted, indoor type Control Panel. The standard Control Panel should be from 2 mm M S sheet steel structure, processed with anti-corrosive treatment, primary coat of phosphate for rust prevention and finally coated with powder coat. The front-hinged cover will carry the indicating instruments and switches. All components shall be of reputed make and measuring instruments shall confirm to IS:1248:1958. The Control panel should be designed to ensure trouble free performance. The panel will be equipped with the following:

1.7 Breaker Section

* One Moulded Case Circuit Breaker to disconnect power supply in case load of generating set increases beyond permitted limits. The rupturing capacity of the MCCB should be of suitable capacity.

* Aluminum Busbar for cable termination and common for outgoing.

1.8 Display Section

* Ammeter, suitable scaled, flush mounted type, with selector switch – AE make.

* Voltmeter, flush mounted type, scaled 0-500 V with selector switch – AE make.

* Frequency Meter scaled 45-50-55 C/S Reed type, flush mounted – AE make.

- * Power Factor Meter 3 Phase 4 Wire CT operated – AE make.
- * One suitably scaled KWHr meter with accessories.
- * Signal Lamps LED type for indicating Set ON/ Load ON Generating Set/ Load ON Mains.
- * Fault Annunciation through Annunciator and Hooter
- * Signal Lamps for indicating Set ON/ Load ON Generating Set/ Load ON Mains,
Control Supply On – Pragmatic.

1.9 Protection Section

- * Engine Over speed
- * Engine Low Lubricating Oil Pressure
- * Alternator Voltage Low/ High or Single Phasing Over current to protect Alternator

1.10 Controls Section

- * Suitable rated Current Transformers – Kappa/equivalent
- * Battery charging set consisting of Transformers/ Rectifier, D.C Ammeter, Auto with Primary Charger inter locking
- * Selector switches with positions Auto/ Manual for operating Generating set – Kaycee/equivalent
- * MCB's for Control Protection
- * Auxiliary Contactors 12 V DC/230 V AC – L&T
- * Microprocessor based module for complete management of Controls

1.11 Bottom Gland Plate (for incoming & outgoing cable)

The above panel should be complete with internal wiring, labeling and earthing arrangements.

- The diesel engine and alternator should be mounted on specially designed combination base plate and MS structure of extremely rigid fabrication. The base plate should be suitable for mounting the set of anti-vibration pads (to be considered within the scope of supply).
- The generating set should be provided with Acoustic Enclosure as per design approved by ARAI, the nodal agency of CPCB.
- The supplier should depute his service personnel on free of charge basis for commissioning the set immediately on hearing the information that the set is installed.

GENERAL GUIDELINES

1. Necessary Earnest Money is to be submitted for participation in the tender.
2. After publication of e-tender in newspaper, detailed Specification together with terms & conditions, BOQ (Bill of Quantities) are obtainable from website <http://wbtenders.gov.in> for free of cost. **Submission of tender by the tenderer can be made with the help of DSC (Digital Signature Certificate) in this website (<http://wbtenders.gov.in>).** Documents regarding e-tender will be viewed in the Departmental website <http://www.benmilk.com> simultaneously.
3. Tenders should be normally be floated in two parts one Technical Bid (BID-A) and other Financial Bid (BID-B).
4. Request for Bid documents/Specification by post will not be entertained.
5. Tender of the above stated equipment must be supported by :

- a. **Earnest Money Deposit : Rupees 15,000/- (LS)** to be submitted through On-line to the Govt. portal (www.wbtenders.gov.in). **No exemption in this respect will be allowed.**
- b) **GST Registration Certificate.**
- c) **Professional tax Clearance Certificate along with challan valid up to 31.03.2017.**
- d) **Trade License.**
- e) **PAN card.**
- f) **Printed Brochure/Literature, Drawings of the quoted item(s)**
- g) **Copy of terms & conditions for submission of tender duly digitally signed.**
- h) **Credential certificate in regard to the same type work.**

Documents at (a) to (h) must be submitted (on line) in original. 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.T. before execution of agreement, if selected.*

i) Bidders must submit signed Hard copies of Drawing/Brochure/NIT/ Application/Affidavit etc. (Off line) in a sealed cover (mentioning NIT No. within 18.05.2018 up to 5.00 PM (See Clause No. 19 in Terms & Condition) at Milk Federation Office, Kolkata.

NO TENDER WILL BE ACCEPTED IF THE SAME IS NOT SUPPORTED WITH ALL THE ABOVE DOCUMENTS MENTIONED AT SL. NO. (a) TO (h) IN BID-A IN STATUTORY COVER & NON STATUTORY COVER (ON LINE) AND NON-SUBMISSION OF HARD COPIES OF DRAWINGS/LAYOUT, SIGNED NIT, APPLICATION, AFFIDAVIT, CREDENTIAL CERTIFICATES ETC WITHIN STIPULATED TIME FRAME.

Uniform Basic Rate should be quoted NET in figure inclusive of delivery, packing, insurance, loading & unloading charges, installation & commissioning etc. for Supply of items to the site (Around 200 KM from Kolkata) at BOQ (Bill of Quantities) in financial Bid (BID-B). **THE OFFERED RATES SHOULD BE VALID up-to 365 days from the date of opening of Financial Bid.** Rates of GST, and percentage of GST (indicating HSN code) are to be indicated extra , in the separate column of BOQ (Bill of Quantities) **in financial cover (BID-B).**

Technical proposal (BID-A) should contain statutory & non-statutory document as described above. Financial proposal (BID-B) should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The bidder is to quote the rate of item on line through computer in the space marked for quoting rate in the BOQ.

Supply, installation and commissioning of the items are to be completed within 45 days from the date of issue of Work Order/Contract failure of which penalty will be imposed @ 1% of work value per week.

The intending bidders are requested to submit their tender along with prescribed application form in tender portal/online <http://wbtenders.gov.in> on or before 18.05.2018 (See clause 19 of Terms & Condition). The software shall make automatic encryption of the Technical as well as Financial Bid and no one shall be allowed to open two Bids prior to the date and time earmarked for opening by the Tendering Authority. After evaluation of Technical Bid, those who qualify, their Financial Bid shall be opened. The technical proposal (BID-A) will be opened on line on 22.05.2018 (See clause 19 of Terms & Condition).

Pre Bid Meeting:

The pre-bid meeting shall be held on 08.05.2019 at 02:00 PM at West Bengal Milk Federation office, LB-2, Sec-III, Salt Lake, Kolkata- 700 106 .

The purpose of the meeting shall be to clarify issues and to get answers of the questions on any matter related to the technicalities of the items.

In the event of any discrepancy between downloaded tender document and master copy of the same available in the office then the latter will be accepted & binding on the bidder. No claim will be entertained.

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.

The undersigned reserves the right to reject any/or all tender at any stage without assigning any reason thereof & will not bound to accept lowest tender. No Tender will be accepted across the table/tender box/by post or otherwise.

*Managing Director
West Bengal Cooperative Milk Producers' Federation Ltd.*

West Bengal Cooperative Milk Producers' Federation Ltd.
LB-2, Sector-III, Salt Lake City, Kolkata-700 106

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**Terms & Conditions for on-line submission of e-tender for supply & I/C of 125/100/62.5/30/20/15 KVA
KOEL Green DG sets under Milk Unions in West Bengal.**

NIT No. WBARD/WBMF/ DG/NIT-04e/10/10(QA)/18-19

dated: 02.05.2018

1. GENERAL INSTRUCTION TO BIDDER

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

1. 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.

2. ELIGIBILITY FOR QUOTING:

On line tender invited from the Dealer/Distributor having authorization from Kirloskar Oil Engines Ltd.(KOEL GREEN model) and having experience to execute such type of job under Milk Federations/Milk Unions/ Govt Dairies.

SUBMISSION OF BIDS:

Tender should normally be floated in two parts one technical Bid & financial Bid .Both technical bid & financial bid are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>. All papers must be submitted in English Language.

Technical bid proposals are to be documented in TECHNICAL COVER. Rate is to be quoted in BOQ (Bill of Quantities) in FINANCIAL COVER. After evaluation of the Technical bid, those who qualify their financial Bid shall be opened. The decision of the 'Tender Committee' will be final and absolute in this respect.

3. EARNEST MONEY: Rs. 15,000/- (Rupees Fifteen Thousand only).

4. TIME SCHEDULE FOR THE E-TENDER:

The time schedule for obtaining the BID documents, registration with tendering authorities, submission of bid & other documents etc .will be as per the list provided in clause no.19 as given below.

5. SUBMISSION OF THE TENDER: The tender is to be submitted in a two Bid System:-One **Technical Bid & other Financial Bid** .The documents will get encrypted (transformed into non readable formats)

A.TECHNICAL PROPOSAL: BID – A

- **STATUTORY COVER** containing the following documents:
 - **“BID–A”: PART I (SINGLE FILE MULTIPLE PAGES SCANNED):**

1	Check List in the prescribed format
2	Application in the prescribed format given in Annexure I
3	Authorization letter of signatory from Company in case of authorized agency.
4	Copy of NIT and terms & conditions duly digitally signed.

PART – 2 (NON-STATUTORY COVER) containing the following documents:

Sl. No	Category	Sub Category Description
1.	CERTIFICATES- ✓ All valid up to 31.3.2017. ✓ All certificates are to be furnished in English/Hindi Vernacular ✓ Affidavits are not valid. ✓ Scanned original copy	ii) PAN Card of the authorized signatory. ii) Prof. Tax clearance certificate . iii) GST Registration certificate.
2.	COMPANY DETAILS (valid up to 31 st March, 2017), scanned original copy	iv) Trade License v) Credential Certificates
3.	DECLARATION 1,2,3 (Scanned original copy)	Technical specification, Manual, Drawings of the quoted item

N.B.: ALL STATUTORY & NON-STATUTORY DOCUMENTS ARE REQUIRED TO BE FURNISHED IN ORIGINAL AS & WHEN ASKED FOR. Neither Photocopy nor cyclostyled literature will be accepted, in case of Brochure.

B.FINANCIAL COVER: BID - B

- **BOQ:**
 - ❖ The folder as “Financial Bid” shall contain

- a) **BASIC RATE** of the item as per the mentioned Specification including incidental charges, Delivery/Transportation Charges (F.O.R. destination including unloading), packing, insurance, Installation & Commissioning and exclusive of GST, to be quoted in the bill of quantities (BOQ) for supply to the specific sites.
- b) GST to be quoted in separate column of Bill of Quantities (BOQ).

Hard copies of Bid -A (Technical Bid) should be submitted physically to the Office at LB-2, Sector-III, Salt Lake City, Kolkata-700106 as per scheduled date & time more clearly described in the time programme under sealed cover through a forwarding letter superscribing *e-tender for supply of Mentioned items* on or before 18.05.2018 upto 5.00 PM failing which the bidder shall be disqualified.

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

6.EVALUATION OF TENDERS:

During the tender Evaluation Process, the **Technical proposal** (BID-A) will be opened first. Those bidders who have qualified the Technical proposals described in BID-A containing Statutory & Non-Statutory documents in Part-I & Part-II will be identified and only their Financial Cover (BID-B) shall be opened. The Financial Cover (BID-B) will not be opened and will be summarily rejected if that Bidder will fail to meet the technical requirements participating in the tender. The bidder offering the item found suitable & as being as per the tender specification will only be selected.

Technical Evaluation of the Tender will be held on two parts, i.e., **opening & evaluation of tender.**

Opening of the Technical Proposal:

- Technical proposal will be opened by the authorized officers of the undersigned, electronically from the website using their Digital Signature Certificate (DSC).
- Cover (folder) for Statutory Documents and non-statutory documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.
- Decrypted (transformed into readable formats) documents of the Statutory & Non-Statutory Cover will be downloaded and handed over to the Tender Evaluation Committee.
- Summarily list of technically qualified tenderers will be uploaded online.
- Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible Bidders will be uploaded in the web portals.
- During evaluation the committee may summon of the Bidders and seek clarification/information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

The **Financial Cover (BID-B)** of those bidders passing the technical requirements will only be opened.

THE DECISION OF UNDERSIGNED/TENDER COMMITTEE WILL BE FINAL BINDING & ABSOLUTE IN THIS RESPECT.

7.TENDER PRE- REQUISITES:

a)Original Trade License, PAN card, GST Registration Certificate, Professional tax Paid Challan Clearance certificate, Exemption Certificate (all valid up to 31.03.2017), turnover of company 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 item 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. 10/-) 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) Bidders, if they do not furnish GST Registration certificate must have to furnish the same at the time of receiving payment against bill otherwise payment, will not be made.

g) Duly certified copy of English/Hindi version of pre-requisites are to be furnished.

h) Prescribed Application Form (Annexure-I) duly filled in and signed & affix 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.

8. RATE

I) Rate is to be quoted in BOQ (Bill of Quantities) in FINANCIAL COVER-*Bid-Bin* figures. Only one rate should be quoted as per specification to be purchased.

II) Rate should be quoted in the tender proposed to be supplied inclusive of all incidental charges such as delivery (up to Site), loading, un-loading, cost of transportation, Insurance, etc. GST to be quoted in other column.

III) Rate is to be quoted for item as per the specification given.

IV) Rate shall be valid upto 365 days with successful bidders from the date of order along with any extensions as may be made by the competent authority from time to time.

V) Rate quoted which are not as per specification mentioned in the Tender documents will not be accepted.

VI) Under no circumstances enhance of rate whatsoever will be accepted after closing of online bid submission, whatever the reasons given thereafter except for any tax imposed by the Government. Attested photocopy of Govt. Order in this respect is to be submitted while claiming such increase.

VII) Abnormally LOW RATE of the item quoted by the Tendering Firm in the offer with some malafide intention will not be accepted, if detected.

9. VALIDITY:

(i) Rate quoted shall hold good for 365 days, from the date of approval of rate by the Tendering Authority and/or any extended period, if situation arises and within the validity period, Bidders must be supplied at the approved rate and refusal to supply will be dealt with as per Tender Rule.

(ii) Any addendum/ corrigendum / Extension of validity period will be notified at our departmental Web-Site www.benmilk.com as it is not possible to inform any individual.

10. Inspection:

Inspection of materials may be undertaken at the supplier's premises whenever necessary by the Tendering Authority/ any officer authorized by the undersigned.

11. AFTER SALE SERVICE:

The Bidders should have local arrangement (within West Bengal) as mentioned earlier for 'prompt after sale service' of the item as and when required within warranty period free of cost.

12. WARRANTY:

Warranty period shall be twelve months from the date of Commissioning of the items.

13. SECURITY MONEY DEPOSIT

- a) The successful bidder will have to deposit Security Money @ 2% of total work order value through Demand Draft on any Nationalized Bank in favor of West Bengal Cooperative Milk Producers' Federation Ltd. A/c. : _____ (Name of the Bidder/Firm) within 10 (Ten) working days from the date of issue of Work order failing which the order will be cancelled and no further correspondence entertained.
- b) Security money will be refunded after satisfactory completion of warranty period.

14. SUPPLY:

Supply, Installation & Commissioning of the ordered item (as per specification) must be completed within 45 (Forty Five) days from the date of order/contract in good condition.

IT IS OBLIGATORY FOR THE BIDDER TO NOTE THAT FAILURE TO MAINTAIN DELIVERY 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.

15. PENAL MEASURE:

- 1) **The Liquidated Damages be imposed for the delayed supply at 1% per week.**
- 2) 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 West Bengal Milk Federation (WBMF) shall reserve the right to cancel the order besides forfeiture of Security Deposit.
- 3) The variation in the statutory levies and taxes by State Government /Central Government shall be effected on the end price to the benefit of either the bidder or the WBMF as the case may be.
- 4) For violation of any of the terms and conditions of the contract, the WBMF reserves the right to terminate the contract, with or without notice as applicable.
- 5) On termination of contract, the 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.

16. AGREEMENT

If the contractor fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by the Federation.

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.

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.

17. PAYMENT

a) Tax Invoice against all supplies is/are to be sent in **TRIPLICATE** and should invariably be submitted along with supply documents (Challan, e-waybill, biltyetc).

b) **60%** 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. The payment shall be withheld, in case of violation of any tender terms & conditions. **30%** payment would be released after successful installation and commissioning of the item. Balance **10%** would be released after One (1) year from the date of commissioning of the item or on submission of Performance Bank Guarantee of equivalent amount for One year from the date of commissioning.

18. MISCELLANEOUS:

17) Tender pre-requisites such as Trade License, etc., will not be accepted after scheduled date & time.

ii) Conditional Tenders & Tenders not accompanied with the documents as mentioned in clause shall be summarily rejected without any reference made to the bidder and no correspondence will be entertained. Moreover, the bidder will have to quote all the items mentioned in the BOQ in full, no partial bidding will be entertained and summarily rejected.

iii) If the opening of tender is not possible on the scheduled date & time due to any unavoidable circumstances, the same will be done on immediate next working day at the same time prescribed in the tender. The bidder shall not be informed separately in this regard.

iv) The offer may go to the next bidder, if the successful bidder fails to perform the contract.

v) No negotiation/enquiry/subsequent representation regarding rate/quantity/quality or otherwise will be entertained after closing of Bid submission (on line) Tender.

vi) No Import License, any sort of permit, etc. in respect of any item will be provided from this Office and the Tendering Firm should have relied on their own resources.

vii) The undersigned reserved the right to reject any or all of the tenders at any stage without assigning any reason thereof and will not be bound to accept the Lowest Tender Rate.

viii) 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 Kolkata. Arbitrator will have the power to pass interim order and will be guided by the Arbitration & Conciliation Act, 1996.

ix) When a Tendering Firm submitted their tender in response to this Notification, they will be deemed to have understood fully the contents, the requirement, term & 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.

x) Non-compliance to any terms & conditions/specification laid herein shall constitute a breach of contract and penalty for non-compliance shall be enforced very rigidly.

xi) Firm quoting rates on behalf of its Principal should indicate that it is a DIVISION of the principal firm.

xii) All notice intended to be served on the bidder will be deemed to have been duly served, if sent under certificate of posting or Registered post to the address mentioned in the tender or by any other process permissible under civil law.

xiii) ALL INSTRUCTIONS GIVEN EITHER IN THE SPECIFICATION OF ITEMS, TENDER NOTICE, TENDER & ORDER FORM ARE BINDING ON THE BIDDER & ARE PART OF TERMS & CONDITIONS.

xiv) 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, if there is any discrepancy arises in between printing of downloaded tender documents, the master copy available at the office will be acceptable and intending bidders shall have to abide by.

xv) Any addendum/ corrigendum / Extension of validity period will be notified at our departmental website ww.benmilk.com as it is not possible to inform any individual.

xvi) 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.

xvii) INFORMATION REGARDING CURRENT LITIGATION / DEBARRING /EXPELLING OF APPLICANT OR ABANDONMENT OF WORK BY THE APPLICANT

1.(a) Is the Applicant currently involved in any Arbitration /litigation relating to any contract works ?

Yes/No (b) If Yes, Details thereon

2. (a) Has the Applicant or any of its constituent partners ever been Debarred/Expelled by any agency ? (b)

If yes, Details thereon

3. (a) Has the Applicant or any of its constituent Partners failed to complete, any contract work during the past ?

Yes/No (b) If yes, give details thereon

19. DATES & INFORMATION:

Sl. No.	Particulars	Date, Time & Venue
1.	Date of Publishing of N.I.T. & other Documents (online)	02.05.2018(2.00 PM)
2.	Starting Date of Downloading Documents (Online)	02.05.2018(3.00 PM)
3.	Date of hosting of documents at departmental Website(www.benmilk.com)	02.05.2018
4.	Date and Time of Pre-bid Meeting	08.05.2018 at 2.00 PM
5.	Bid submission (Starting) date (On line)	09.05.2018(10.00 AM onwards)
5.	Bid Submission closing (On line)	18.05.2018 Upto 4.00 PM
6.	Last Date, time & venue of submission of Hard copies of signed NIT, Drawings, Tech Specification, Affidavit, Credentials etc. (off line/Physically)along with brochure in the sealed cover.	18.05. 2018 Up to 5.00PM at Milk Federation Office, LB-2, Sector-III, Salt Lake, Kol-106.
8.	Bid opening date for Technical Proposals (Online)	22.05.2018 at 2.00 PM onwards
9.	Date of uploading list for Technically Qualified Bidder(online)	Shall be declared later
10.	Date for opening of Financial Proposal (Online)	Shall be declared later
11.	Date of uploading of successful Bidder along with the approved rate	Shall be declared later

21. MANAGING DIRECTOR, MILK FEDERATION RESERVES THE RIGHT TO CHANGE THE ABOVE SCHEDULE IN CASE OF ANY EXIGENCIES AFTERPUTTING UP A NOTICE IN THE DEPARTMENTAL WEBSITE.
22. During the scrutiny, if it comes to the notice to 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 out rightly rejected without any prejudice.
23. The Tender Selection Committee reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

Sd/-
Managing Director

FORMAT FOR CHECK LIST

Information about Bidders

(To be furnished with the Tender)

Serial Number	Description	Particulars		
		Please \checkmark Mark		Page No.
		Yes	No	
1.	Name of the Firm			
2.	Registered Address with PIN code, Phone No., FAX, e-mail, etc.			
3.	Name of the person authorized to enter into & execute Contract Agreement.			
	Item			
4.	Application submitted in Annexure-I			
5.	Authorization Letter of Signatory from Company			
6.	Scanned document of Authorized dealer/distributor certificate and agreement between the manufacturer and the Distributor/Bidder (if applicable)			
7.	Scanned document of PAN Card of the Authorized Signatory.			
8.	Scanned document of GST Registration Certificate.			
9.	Scanned document of Tax Clearance Certificate /Paid Challan.			
10.	Scanned document of Trade License.			
11.	Scanned document of Terms& Conditions of the tender duly digitally signed of each page.			
12.	Scanned document of Printed Literature/ Brochure/ Booklet /Drawings, Manuals whether enclosed			
13.	Digitally signed Scanned N.I.T. (Notice inviting Tender) duly uploaded			

Signature with seal

Annexure-I

Application Format

(To be furnished in the Company's Official Letter Head Pad with full Address with contact no. Telephone No. FAX No., e-mail id., Website Address)

To

The Managing Director

West Bengal Co-operative Milk Producers' Federation Ltd.

LB-2, Sector-III, Salt Lake City, Kolkata-700106.

Sub: NIT for supply, Installation & Commissioning of KOEL Green DG Sets of 125/100/62.5/30/20/15 KVA under Dist Milk Union in West Bengal.

Ref: NIT NO. WBARD/WBMF/DG/NIT-04e/10/10(QA)/18-19

dated 02.05.2018

Sir,

Having examined the pre-qualification and other documents published in the NIT, I/We hereby submit all the necessary information and relevant documents for evaluations:

i. That the application is made by me/us on behalf of duly authorized to submit the offer. The authorization letter from the Company is attached with the name of the person authorized to enter into execute the agreement.

ii. I/We accept the terms & conditions as lay down in the NIT mentioned above and declare that we shall abide by it for throughout tender period.

iii. I/We are offering rate (Item wise) for the items in the BOQ as per Specification mentioned in the NIT duly accepted by me/us.

iv. We have experience in the similar work since year and credential certificates are annexed.

v. I/We understand that the Tender Selection Committee/ Tendering authority reserves the right to reject any application without assigning any reason.

vi. I/We submit an AFFIDAVIT in a Twenty Rupees Non-Judicial Stamp paper duly Certified by Notary Public as per Annexure- II.

Signature of the Bidder with date & office seal

Annexure – II

AFFIDAVIT

(To be furnished in a Twenty Rupees Non-Judicial Stamp Paper duly Certified by Notary Public)

- 1). I/We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/our knowledge.
- 2). I/We the undersigned do hereby certify that neither my/our firm/company nor any of its constituent partners have abandoned any work/works of similar nature and magnitude in India, in the past.
- 3). I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated rescinded, due to breach of contract on my/our part in the past.
- 4). I/We the undersigned authorize (s) and request any bank / person / firm / corporation / Government Departments to furnish pertinent information deemed necessary and requested by the WBMF to verify the statement made by me/us or to assess my/our competence and general reputation.
- 5). I/We the undersigned, understand(s) that further qualifying information / clarifications on the statement made by me / us may be requested by the WBMF and agree(s) to furnish such information/clarification within SEVEN Days from the date of receipt of such request from the WBMF

Dated Signature of Applicant with Seal:

To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

Note: In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company)

(Date)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at.....and signed before me on this day of (Seal).

(Signature of the Notary Public)