

West Bengal Co-operative Milk Producers' Federation Ltd.

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

Phone No: (033)23352844/60 **FAX:** (033) 23352896

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Website: www.benmilk.com

SET OF TENDERDOCUMENTS (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 [SS Milk Pail (5.0 Litre Capacity, AISI-304)]**
- 6. AFFIDAVIT [To be furnished in a Twenty Rupees Non-Judicial Stamp Paper duly Certified by Notary Public, (Annexure-II), III & IV]**

LAST DATE FOR SUBMISSION OF TENDER(ON LINE): 10.06.2019

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

The rate must be inclusive of GST, Transportation up to specified site (including safe unloading at site), Packing & Forwarding, Insurance, any incidental charges, etc.

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

NOTICE INVITING e-TENDER

NIT NO. WBARD/WBMF/Pail/NIT-01e/10/10(QA)/19-20 Date: 24.05.2019

For Supply of SS Milk Pail (AISI-304) having capacity 5.0 Litre each

(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 of 12000 numbers(aprox) of SS Milk Pail(AISI-304) having capacity 5.0 Ltr at specified site (within 200 KM from Kolkata on an average) under Milk Union in West Bengal. E-tenders are invited (on line) from the **Manufacturers / bonafide suppliers having long experience and credential of such item** only. *Description of the equipment are as follows;-*

Technical Specification with scope of supply of SS (AISI 304) Milk Pail of Capacity- 5 litres.

1. Functional requirement: Milk Pail shall be used to collect milk at the time of milking by the producers and it would also be used for delivery the same to Dairy Coop. Society.
2. Design requirement:

TECHNICAL SPECIFICATION OF 5 LITRE SS MILK PAIL WITH LOCKABLE LID

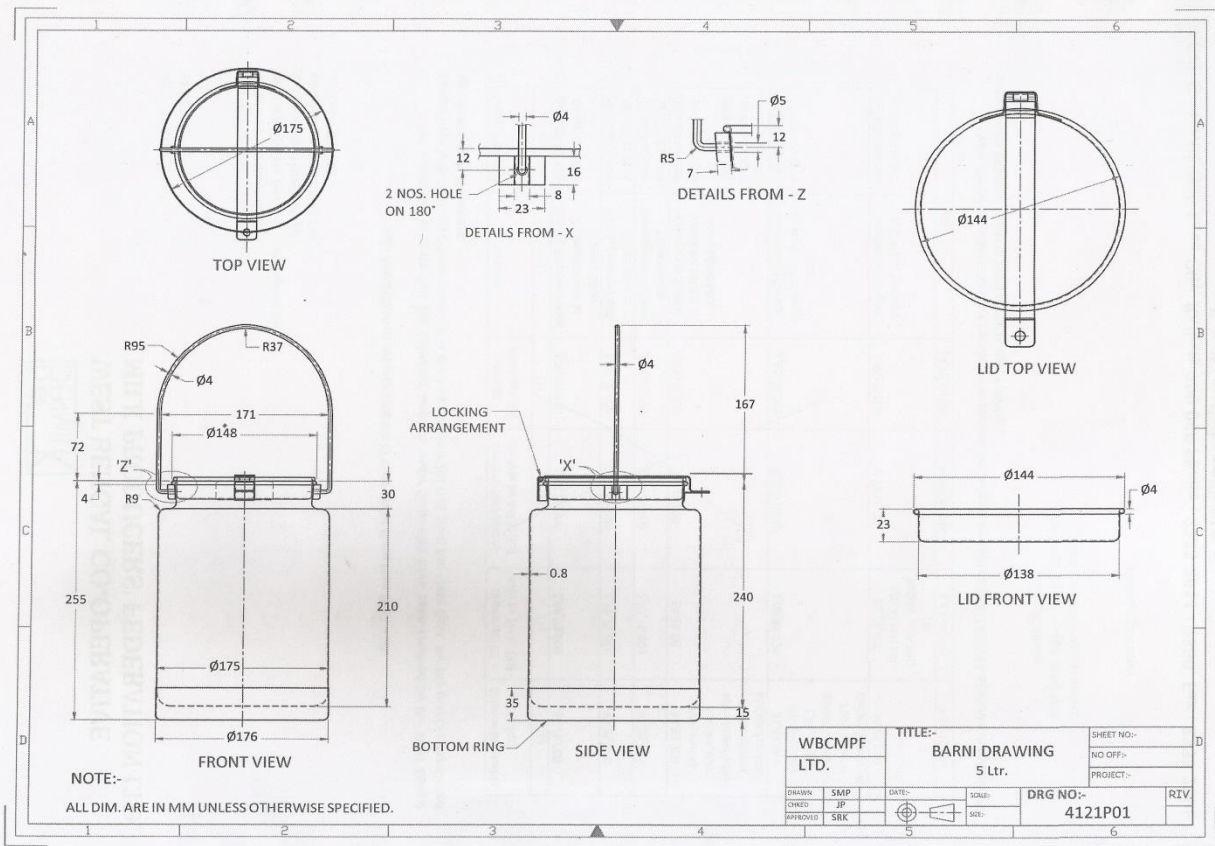
(Drawing is attached for further clarification)

	5L SS Milk Can
Material of Construction	AISI 304 SS
Thickness (mm)	1.20
Capacity(Ltrs)	5
Weight (kgs) (Minimum)	0.900
Height (mm)	250 mm
Lid Type	With Push/Pull Lid
Construction	Single Piece Joint-less SS 304 sheet
Specification	With Single Round Handle, SS locking arrangement and SS bottom ring (Drawing given)

IMAGE OF THE MILK PAILS (NOT TO SCALE)



DRAWING



3. Pails should be embossed as “RKVY-BENMILK” on the body or bottom.
4. Manufacturer Authorization Form duly filled and signed by the OEM shall be provided by the Supplier.’
5. All the Items shall be manufactured from stainless steel 304 Grade of IS 5522:1992 (Reaffirmed 2004).
6. The firm shall declare the source of procurement of the raw material used in making the utensils. Further firm shall to provide the SS raw material invoice from SS Sheet manufacturer along with manufacturer test report, chemical composition for grade specified in specification for verification during the inspection of the stores.
7. Thickness of SS pail shall not be less than the prescribed thickness of each utensil at any point after manufacturing.
8. SS pail should be free from any burr, sharp edge, dent, scratch, crack, splits, pit, waviness, wrinkle and any exposed surface .
9. The percentage (%) of nickle in sheet will be tested in each lot according to heat of SS manufacturer.
10. The manufacturer must comply the minimum weight of each SS pail.
11. Sampling of SS pail shall be in accordance with Is 9040/1978 (reaffirmed1998).
12. **SAMPLE CLAUSE: Advance sample must be supplied before the closure of the bid submission date. The sample must comply all specifications mentioned in the NIT.**

GENERAL GUIDELINES

Online Receipt and Refund of EMD of e Procurement through State Govt. E Procurement Portal as per order no. 3975-F(Y) dated, 28th July 2016 of Secretary to Govt. of West Bengal, Finance.

Earnest Money :

In every case open e-tender an earnest money amounting as mentioned in the NIT of the work put to tender shall be required to be deposited by every tender. Earnest Money is to be submitted electronically: online-through net banking enabled bank account, maintained at any listed bank through ICICI Bank Payment Gateway by net banking or offline by NEFT/RTGS from the e-tender portal as per provision as contained in G.O. No-3975(F) dated 28/07/2016 of the Secretary to the Govt. of W.B. Finance Deptt. Intending bidder will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate (DSC) and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., amount, beneficiary bank name (ICICI Bank) & 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 from e-Procurement portal. 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. Bidders shall not have to pay the cost of tender documents for the purpose of participating in e tendering.

Bidders eligible for exemption of EMD as per Govt. order may avail the same end necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statutory documents.

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 Information's Centre(NIC) on payment of requisite amount details are available at the Web Site started in Clause 2 of Guideline to bidder DSC is given as a USB e-Token. Bid may be treated as non-responsive if Name of the company/ firm differs from DSC to any of the submitted documents.

SCANNED COPY OF THE ORIGINAL DOCUMENTS ARE TO BE UPLOADED:-

- a)** 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. 1,00,000/- (Rupees One Lakh) only as per above manner or Document Showing EMD Exemption to be uploaded. E.M.D. in any other manner not acceptable.
- b)** Documentary proof towards Original Equipment Manufacturer (OEM) and/Dealer and/Distributor and/Authorized Channel partner of the manufacturer for the machine quoted for.
- c)** The bidder should have proven experience in the field of supply of SS Milk Pail(5 Litre) for the last 5 years and having credential to execute such type of job under State Milk Federations/Dist Milk Unions/ Govt Dairies etc. and shall be supported by appropriate documentary proof like Supply order and payment certificate/customer certificate.
- d)** Literature of the Tendered item.
- e)** The bidder should have a minimum turnover of Rupees One Crore in any fiscal viz. 2015-16, 2016-17 & 2017-18. This has to be substantiated by the Balance sheet of the Firm for the relevant years & shall be supported by appropriate documentary proof.
- f)** Audited Balance Sheet of Profit & Loss Account.
- g)** Original PAN issued by Govt. of India.

- h) Original Trade License (For Proprietor/Partnership Firm) or Incorporation Certificate (For Limited Company) or Registration Certificate (For Registered Society) (valid up to 31.3.2019).
- i) Original valid 15 digit Goods & Services Taxpayers Identification No. (**GSTIN**) under GST Act, 2017.
- j) **Annexure-I** (Application), **Annexure-II**(Affidavit in non-judicial stamp paper certified by the Notary public), **Annexure-III** (Self Declaration) and **Annexure-IV** (Certificate from a registered Chartered Accountant).
- k) Copy of Check List.

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

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 10.06.2019 upto 5.00 PM failing which the bidder may be disqualified.

Sample of Pail: One sample pail must be given by the intending Bidder for checking of quality to the Office of the Federation at LB-2, Sector III, Salt Lake City, Kolkata – 700106 before closing date of tender failing which the bidder may be disqualified.

The offered rate should be valid for 365 days but the period may be extended or curtailed at the discretion of the Tendering Inviting Authority. The quantity stated above is tentative & may vary. The successful bidder may require supplying additional quantity at the decentralized units under this West Bengal Coop Milk Producers' Federation Ltd. as per Annexure-V at the approved rate within the contracted period.

Online submission of tender will start from 10.00 am on 25.05.2019. The last date of submission of tender (Technical & Financial) is up to 4.00 pm on 10.06.2019. The technical bid will be opened on 12.06.2019 at 12.0 Noon.

The bidder must abide by the enclosed terms & conditions as laid down by this Milk Federation.

Supply of the item is to be completed within 90 days (Three months) from the date of issue of Work Order/Contract, failure of which penalty will be imposed @ 1% of work value per week.

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 of 12,000 pcs (approx) SS Milk Pails at specified site under Milk Union in West Bengal.

NIT No. WBARD/WBMF/ Pail/NIT-01e/10/10(QA)/19-20

dated: 24.05.2019

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:

(i) On line tender invited from the Manufacturers or bonafide supplier having proven experience of supply of such items and having credential to execute such type of job under State Milk Federations/Dist Milk Unions/ Govt Dairies. This shall be supported by appropriate documentary proof.

(ii) The Bidder should have a minimum turnover Rs. 1 Crore in any fiscal viz., 2015-16, 2016-17 & 2017-18. This has to be substantiated by the Balance sheet of the Firm/Company for the relevant years & shall be supported by appropriate documentary proof.

3. Instructions to the Bidder:

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 at free of cost.
- iv. Scanning: All Statutory & non-statutory documents should be scanned in grey scale & 150-200 dpi.

3.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.1,00,000/- (Rupees One Lakh) only as per prescribed manner stated in the N.I.T. or Document Showing EMD Exemption is to be uploaded. E.M.D. in any other manner not acceptable.**
- (ii) Earnest Money deposited before the date of issue of this N.I.T. will not be accepted. Earnest Money Deposit of previous tender will not be adjusted/ considered for this tender.
- (iii) 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].

4. Tender Pre-Requisites:

- (i) Scanned original of PAN issued by IT Dept, Govt. of India, Trade License (valid up to 31.3.2019) Scanned Original valid 15 digit Goods & Services Taxpayers Identification No. (GSTIN) under GST Act, 2017, Credentials of supplying any item in State Govt. or its organization or PSU for last three years, Printed Literature, Audited Balance Sheet of P/L Account, Certificate from a registered Chartered Accountant showing turnover Rupees in any fiscal 2015-16, 2016-17 and 2017-18, Manufacturer certificate , authorized distributor/dealership certificate (Not required for O.E.M.) along with Brochure of quoted item is 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 Trade License/ GST Registration Certificate will be accepted.
- (iv) Original of Trade License/GST Registration Certificate, Exemption Certificate or any other document are required to be furnished when called for.

5. Submission of Tender:

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

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

(1) **Statutory Cover** containing the following documents:-

1	Each tender, unless the bidder is exempted under the existing order of the Govt. of West Bengal or Govt. of India, will have to accompanied with Earnest Money deposit amounting to Rs.1,00,000/- (Rupees One Lakh) only as per prescribed manner or <u>Document Showing EMD Exemption to be uploaded.</u>
2	Check List in the prescribed format.

3	Application in the prescribed format given in Annexure I.
4	List of items quoted Annexure II.

(II) Non-Statutory Cover/My Space (Only original to be uploaded) containing following documents:

Sl .	Category	Sub Category Description
1	CERTIFICATES- ✓ All certificates are to be furnished in English Vernacular ✓ Affidavits are not valid. ✓ <i>Scanned original copy</i>	i) PAN issued by IT Dept, G.O.I. of the authorized signatory. ii) Valid 15 digit Goods & Services Taxpayers Identification No. (GSTIN) under GST Act, 2017 issued by competent authority. iii) Manufacturer certificate iv) Authorized dealer/distributor certificate (not required for OEM). <ul style="list-style-type: none"> • Authorized dealer/distributor will have to submit the original manufacturer certificate along with their authorization certificate. • EMD exemption certificate if applicable.
2	COMPANY DETAILS <i>Scanned original copy</i>	i) License valid up to 31.3.2019 <ul style="list-style-type: none"> a) Proprietorship Firm (<i>Trade License</i>) b) Partnership Firm (<i>Partnership Deed, Trade License</i>) c) Ltd. Company (<i>Incorporation Certificate, Trade License</i>) d) Society (<i>Society Registration Copy, Trade License</i>) ii) Audited Balance Sheet of P/L Account for FY 2015-16, 2016-17 & 2017-18. iii) Printed Literature of the tendered item.
3	CREDENTIAL <i>Scanned original copy</i>	i) Credentials of supplying the tendered item in State Govt. or its organization or PSU for last five years. ii) Certificate from a registered Chartered Accountant showing annual turnover of Rupees in any fiscal as per Annexure-IV. iii) Notarized Annexure-III. If bidder is authorized distributor of manufacturer, the bidder has to upload annexure-III of manufacturer in addition of his own.

N.B.: ALL STATUTORY & NON-STATUTORY DOCUMENTS ARE REQUIRED TO BE FURNISHED IN ORIGINAL AS & WHEN ASKED FOR.

B. FINANCIAL COVER: BID- B:

➤ BOQ:

- a. Uniform rate of item (For supply at the stated site) mentioned in the E-tender notification including all incidental charges i.e. Delivery (F.O.R. destination), Minor civil work (if any) associated with installation, commissioning, packing, transit insurance, loading & unloading charges and exclusive of GST, to be quoted in the bill of quantity (BOQ) for supply at the site as mentioned in the N.I.T.
- b. Rates of Tax in terms of amount) to be quoted in separate column of Bill of Quantities (BOQ).
- c. No separate rate for separate units is to be quoted.

6. 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.*
- (ii) The quoted rate should be incl. of all charges viz. Delivery (F.O.R. destination i.e. at specified site), packing & forwarding, loading, unloading, cost of transportation, insurance, etc. Tax should be quoted in amount wherever applicable.
- (iii) The successful bidder should have to attend the site within 48 hrs after lodging complaint through mail/fax. This will not have any overriding effect to the warranty/other privilege which manufacturer of the item is providing as its after sales service.
- (iv) Rates quoted which are not as per specification mentioned in the Tender will not be accepted.
- (v) Rate should be quoted in unit mentioned in the N.I.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.
- (vi) Abnormally low rate of item quoted by a tendering firm in the offer with some malafide intention will not be accepted, if detected.

Validity:

- (i) Rate quoted shall hold well for **365 days** from the date of approval of rate by the Tendering Authority and/or any extended period, 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.*

8. Hard Copies:

Hard copies of Bid -A (Technical Bid only) 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 10.06.2019 upto 5.00 PM failing which the bidder shall be disqualified.

Sample of Pail should be reached/received by the Milk Federation before closing date of submission of bid for

inspection to the Milk Federation Office, at Salt Lake, Kolkata-106 failing which the bidder shall be disqualified.

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 will be notified at our departmental Web-Site www.benmilk.com .

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) for 'prompt after sale service' of the item as and when required within 48 Hours during 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:

(i) The successful firm will have to deposit security money @ 2% (Two Percent) on total price in the form of Demand Draft drawn in favour of West Bengal Cooperative Milk Producers' Federation Ltd. payable at Kolkata within 10 (Ten) working days from the date of issue of order failing which the order will be cancelled along with forfeiture of Earnest Money Deposit and no further correspondence will be entertained. Partial Deposit/ adjustment with previous deposit(s) will not be accepted.

(i) No interest over security money will be payable to the bidder.

(ii) Security Money will be refunded after satisfactory completion of successful supply of the Item in good condition.

14.SUPPLY:

Supply of the ordered item (as per specification) must be completed within Three months (90 days) from the date of order/contract.

The ordered item must be packed suitably to avoid transit loss & weathering to maintain quality. The supply must comport to the given specification in tender.

Supply must be commenced within specified timeframe from the date of placement of formal order or the date as indicated in the order.

Supply will normally be accepted on all working days between 11 am & 3 pm. Successful bidder must provide requisite number of labor to store/install the materials in the respective store/ places as will be indicated from time to time without any additional charges. No supply will be accepted on Sundays & Govt. Holidays unless otherwise desired by the receiving authority.

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

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:

- i) The Liquidated Damages be imposed for the delayed supply at 1% per week.
- ii) The Earnest money Deposit furnished by a firm will be retained with the West Bengal Milk Federation throughout the tenure of tender and liable to be forfeited in full (including excess amount of earnest money, if deposited), if the firm withdraws tender as a whole or for any particular item at any stage during the tenure of tender or fails/refuses 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 this Federation and/or refuses to deposit security money. Such firms offer will not be taken into consideration in future & shall liable to be blacklisted/ debarred.
- iii) 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.
- iv) The price, at which the bidder sells the products of identical description to any Govt. Dte., Organization, etc. at West Bengal, 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.

v) The process of debarment:

PROCEDURE FOR DEBARMENT OF SUPPLIERS AND CONTRACTORS.

1. SCOPE

The procedure as laid down in subsequent paragraphs shall govern the debarment of suppliers and contractors ("contractors" for brevity) involved in West Bengal Milk Federation procurement for offenses or violations committed during competitive bidding and contract implementation, for the works under West Bengal Milk Federation

2. PROHIBITION ON DEBARRED PERSONS/ENTITIES TO PARTICIPATE IN THE BIDDING OF PROJECTS/CONTRACTS OF West Bengal Milk Federation.

A person/entity that is debarred by a procuring entity shall not be allowed to participate in any procurement process under West Bengal Milk Federation during the period of debarment unless the same has been revoked.

A joint venture or consortium which is debarred or which has debarred member/s and/or partner/s as well as a person/entity who is a member of a debarred joint venture or consortium shall, likewise, not be allowed to participate in any procurement process under West Bengal Milk Federation during the period of debarment unless the same has been revoked.

(The same must be invariably mentioned in procurement notice.)

3. DEFINITION OF TERMS:-

3.1 Bidder:- A Person /Contractor /Agency /Joint Venture /Consortium/ Corporation participating in the procurement process and/or a Person /Contractor /Agency /Joint Venture /Consortium/Corporation having an agreement/contract for any procurement with the Federation shall be referred as bidder.

3.2 Tender Committee:

Tender Committee will be comprising of:

- a. Manager(Finance) and Secretary, WBCMPF Ltd.
- b. Manager (Quality Assurance), WBCMPF Ltd.

3.3 Consolidated Debarment List:- A list prepared by the Federation containing the list of bidders debarred by the West Bengal Milk Federation. The list would be displayed on website of the Federation.

3.4 Contract implementation:- A process of undertaking a project / contract in accordance with the contract documents.

3.5 Debarment :- An administrative penalty, in addition to the contract provision, disqualifying a bidder from participating in any procurement process under West Bengal Milk Federation for a given period.

3.6 Debarred Bidder: - A Bidder who was disqualified by the competent authority of the West Bengal Milk Federation.

3.7 Federation/West Bengal Milk Federation: West Bengal Cooperative Milk Producers' Federation Ltd.

3.8 Entity :- A Person /Contractor /Agency /Joint Venture /Consortium/ Corporation participating in the procurement process and/or a Person /Contractor /Agency /Joint Venture /Consortium/ Corporation having an agreement/contract for any procurement with the Federation shall be referred as entity.

3.9 Offence: - A violation or breach of a law, regulation, laid down procedure, etc.

3.10 Procurement: - It is the act of buying goods, services or works from an external source. It is favorable that the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time, and location.

3.11 Procuring Entity / Authority: - The officer authorized by the West Bengal Milk Federation, for procurement.

4. GROUNDS FOR DEBARMENT

4.1. Submission of eligibility requirements containing false information or falsified documents.

4.2. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.

4.3. Unauthorized use of one's name/digital signature certificate for purpose of bidding process.

4.4. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.

4.5. Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other Office of State Government and / or Central Government or any other Authority.

4.6. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any bidder, lodging false complain about any officer duly authorized by the Federation, restraining any interested bidder to participate in the bidding process, etc.

4.7. Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.

4.8. Whenever adverse reports related to adverse performance, misbehavior, direct or indirect involvement in threatening, making false complaints etc damaging the reputation of the Federation or any other type complaint considered fit by the competent authority of the Federation, are received from more than one officer or at more than one occasion from individual officer.

4.9. Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.

4.10. Failure in deployment of technical personnel, engineers and / or work supervisor having requisite license/ supervisor certificate of competency as specified in the Contract.

4.11. Refusal to accept an award after issuance of "letter of acceptance" or enter into contract with the Federation without justifiable cause.

4.12. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.

4.13. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.

4.14. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.

4.15. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

5. CATEGORY OF OFFENSE:-

5.1. First degree of offense:- Sl. No. 4.1 to 4.15 to be considered as first degree of offense.

5.2. Second degree of offence:- Any one of the offences as mentioned under 5.1 above, committed by a particular bidder/contractor/supplier by more than one occasions, be considered as second degree of offense.

In addition to the penalty of debarment, the bid security / earnest money posted by the concerned bidder or prospective bidder shall also be forfeited.

6. PENALTY FOR OFFENSE:-

6.1. For committing 1st Degree of offense:- Disqualifying a bidder from participating in any procurement process under the West Bengal Milk Federation up to 2(two) years.

6.2. For committing 2nd Degree of offense:- Disqualifying a bidder from participating in any procurement process under the West Bengal Milk Federation for a period of 3(three) years.

7. PROCEDURE OF DEBARMENT DURING THE PROCUREMENT PROCESS:

7.1 Initiation of Action, Notifications and Hearings.

Any bidder or procurement authority on his own or based on any other information made available to him may initiate the process of debarment proceedings by filing a written complaint with the Tender Committee and such filing of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of any bid.

a) Upon verification of the existence of grounds for debarment, the Chairman of Tender Committee shall immediately notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address, stating that:

i) A complaint has been filed against him and prima facie material has been found, which may lead to debarment.

ii) He is requested to submit all relevant documents in support of his defense within five working days after issuance of the notice of Tender Committee/Bid Evaluation Committee.

Such notice should contain the e-mail ID and the postal address of the Chairman of the Tender Committee/Bid Evaluation Committee.

b) The Tender Committee/Bid Evaluation Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or after hearing if found sufficient ground for debarment, the Tender Committee/Bid Evaluation Committee shall forward the case to the Chairman, West Bengal Milk Federation for order of debarment. The Chairman, West Bengal Milk Federation in due course will issue debarment order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement process under West Bengal Milk Federation for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail ID or in writing to his postal address. The Chairman of the Tender Committee / Bid Evaluation Committee shall also inform the decision to all concerned.

If sufficient reasons for debarment are not found, the Tender Committee/Bid Evaluation Committee would reject the complain and would allow the bidder to take part in the tendering process.

8. PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:

a) Upon termination of contract due to default of bidder, the Officer In-charge shall submit his recommendation of debarment of the alleged bidder along with the detailed report stating clearly the reason for debarment to the Tender Committee/Bid Evaluation Committee within thirty days from the date of termination of the contract. The alleged bidder shall be intimated accordingly through his registered e-mail ID or in writing to his postal address.

b) Tender Committee/Bid Evaluation Committee upon receipt of the recommendation of the Officer-in-charge shall scrutinize the documents. The Tender Committee/Bid Evaluation Committee will hold a hearing about the matter from the bidder. After hearing if found sufficient ground for debarment, the Tender Committee/Bid Evaluation Committee shall forward the case to the Chairman, West Bengal Milk Federation for order of debarment. The Chairman, West Bengal Milk Federation in due course will issue debarment order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement process under West Bengal Milk Federation for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail ID or in writing to his

postal address. Otherwise the Tender Committee/Bid Evaluation Committee may reject the recommendation of the Officer-in-charge. The Chairman of the Tender Committee /Bid Evaluation Committee shall also inform the decision to all concerned.

9. STATUS OF DEBARRED BIDDER:-

a) Bidder placed under suspension] debarment by the competent authority will not be allowed to participate in any procurement process, within the period of debarment, in any procurement process under West Bengal Milk Federation. The earnest money of the debarred bidder shall stand forfeited to the West Bengal Milk Federation.

b) If the Debarment Order is issued prior to the date of issue of “Letter of Acceptance”, “Letter of Acceptance cum Work Order”, “Work Order”, “Notice to Proceed”, “Award of Contract”, etc for any bid, the debarred bidder shall not be qualified for award for the said bid and such procurement process will be dealt with as per existing norms by simply excluding the erring bidder.

c) If the Debarment Order is issued after award of a project/contract to the debarred bidder, the awarded project/contract shall not be prejudiced by the said order provided that the said offense(s) committed by the debarred bidder is not connected with the awarded project/contract

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 Milk 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 Milk Union/Society, the cost will be recovered from the contractor.

17. PAYMENT Terms:

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) Payment shall be released after completion of supply of the item at specified site duly received by the concerned Milk Union in good condition conforming specification mentioned in the NIT.

18. 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 mentioned in NIT 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) In case of products with Brand name, the Tendering firm is required to mention the Brand Name against each item. In case, I.S.I. marked products, the Tendering firm shall have to produce License of manufacturing from B.I.S.
- (v) 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 and appropriate legal action will be taken against the bidder.
- (vi) No Import License, any sort of permit etc., in respect of any item will be provided from this West Bengal Milk Federation and the tendering firm should rely on their own resources.
- (vii) 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.
- (viii) List of provisionally qualified bidder/ bidders will be sent to all bidders only through their valid e-mail address mentioned in the bidder information sheet. In case there is any objection regarding prequalifying an agency, that should be lodged to the Chairperson of the Bid Evaluation Committee i.e. Managing Director, West Bengal Milk Federation within 48 hrs from the date and time of sending e-mail and beyond that time schedule no objection will be entertained by the Bid Evaluation Committee . The objection is to be submitted to the e-mail ID : mail@benmilk.com Final list of technically qualified bidders will be published in the web portal only. Financial bid will be opened within a short period after such publication. Therefore, bidders are requested to view the tender status on regular basis.
- (ix) 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.
- (x) 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.
- (xi) Non-compliance to any terms & conditions laid herein shall constitute a breach of contract & penalty for non-compliance shall be enforced very rigidly.
- (xii) Opening the financial bid as per schedule will be NOTIFIED LATER ON. 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.
- (xiii) 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.
- (xiv) Award of Contract (Offline): The Bidder whose bid has been accepted will be notified by the Tender Inviting Authority through acceptance letter, order will be placed by the either by the tender inviting authority or from decentralized unit/ units.
- (xv) 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.
- (xvi) In the event of e-filing, intending bidder may download the tender document from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate.
- (xvii) Both Technical Bid & Financial Bid are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>.

(xviii) 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.

19. DATES & INFORMATION:

Sl. No.	Particulars	Date, Time & Venue
1.	Date of Publishing of N.I.T. & other Documents (online)	24.05.2019 (2.00 PM)
2.	Starting Date of Downloading Documents (Online)	24.05.2019 (3.00 PM)
3.	Date of hosting of documents at departmental Website(www.benmilk.com)	24.05.2019
4.	Bid submission (Starting) date (On line)	25.05.2019(10.00 AM onwards)
5.	Bid Submission closing (On line)	10.06.2019 Upto 4.00 PM
6.	Last Date, time & venue of submission of Hard copies of Tech. bid i.e. signed NIT, Drawings, Tech Specification, Affidavit, Credentials etc. (off line/Physically)along with brochure in the sealed cover.	10.06.2019 Up to 5.00PM at Milk Federation Office, LB-2, Sector-III, Salt Lake, Kol-106.
7.	Bid opening date for Technical Proposals (Online)	13.06.2019 At 12.0 Noon onwards
8.	Date of uploading list for Technically Qualified Bidder(online)	Shall be declared later
9.	Date for opening of Financial Proposal (Online)	Shall be declared later
10.	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 AFTER PUTTING 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.

Managing Director

FORMAT FOR CHECK LIST
Information about Bidders
(To be furnished with the Tender)

Serial Number	Description	Particulars		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	Please \checkmark Mark		
		Yes	No	
4.	Annexure-I, Annexure-II, Annexure-III, Annexure- IV			
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 of 5 Ltrs capacity SS Milk Pail at specified site (Within 200 KM from Kolkata)
under District Milk Union in West Bengal.**

Ref: NIT NO. WBARD/WBMF/Pail/NIT-01e/10/10(QA)/18-19 dated 24.05.2019

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 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.

vii. I/We submit Annexure II, Annexure-III and Annexure-IV.

Signature of the Bidder with date & office seal

Annexure – II

AFFIDAVIT (Format)

(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).

ANNEXURE- III

D E C L A R A T I O N

- I, the undersigned, declare that all the statements made in the attached documents in respect of mode of ownership of machineries are true and correct.
- The undersigned also hereby certifies that our firm M/S
..... is neither blacklisted nor debarred to participate in tender by any Government /Authority in last 5 (*five*) years from the date of issue of N.I.T.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the West Bengal Milk Federation.
- Certified that I have applied in the Tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.
- I, the undersigned do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found/ ascertain to be incorrect/ fabricated/ misrepresented/fraudulent etc. accordingly tender will be liable to be cancelled/ terminated immediately & I/ my firm/ company shall also be liable to prosecuted under relevant Section of Indian Penal Code, 1860 along with Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money/ Security Deposit.

Signed by an authorized officer of the firm

Title of the Officer

Name of the Firm with seal

Date_____

ANNEXURE-IV

ANNUAL TURNOVER CERTIFICATE

The Annual Turnover of M/s. _____

Address _____ for the past three years
are given below and certified that the statement is correct as per the records.

Sl. No.	Year	Turnover (Rs. in lakhs)	Rupees in words
1.	2015-2016		
2.	2016-2017		
3.	2017-2018		

Date:

Signature of the Registered Chartered Accountant

Seal: