



THE MIDNAPORE CO-OP MILK PRODUCERS' UNION LTD.

(An Operation Flood Project, Government of West Bengal)

35/1, Aurobindnagar: Midnapore -721101: Paschim Medinipur

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

NOTICE INVITING e-TENDER

NIT No. MU:RKVY:19-20/101

Dated:21-05-2019

LAST DATE FOR SUBMISSION OF TENDER (ON LINE): 10-06-2019

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

The Managing Director, The Midnapore Coop. Milk Producers' Union Ltd., 35/1, Aurobindnagar: Midnapore -721101: Paschim Medinipur is inviting e-tender for Renovation of existing **Refrigeration Unit suitable for chilling of 5000 Ltrs milk per day at Chandrakona Road Milk Chilling Plant, P O: Satbankura, Dist: Paschim Medinipur, West Bengal on Turnkey Basis.** E-tenders are invited (on line) from agencies having proven experience in this field and having credential to execute this type of work at Milk Coop Unions level during last three years.

Specification, scope of supply, description of the equipment & job work and Terms & Conditions are as follows;-

1. Complete Renovation of Refrigeration unit on Turnkey basis incl. Supply, installation and commissioning at Chandrakona Road Milk Chilling Plant, P O: Satbankura, Dist: Paschim Medinipur, West Bengal. Detail Specification, scope of supply and description of the equipment & materials and job work has been attached under **Annexure – I.**

2. Necessary Earnest Money is to be submitted for participation in the tender through **online.** The online payment of EMD can be done using the secure electronic payment gateway. The Payment shall be made by bidders online directly through Debit Cards & Internet Banking.

3. After publication of e-tender in newspapers, detailed Specification together with terms & conditions, BOQ (Bill of Quantities) are obtainable from website <http://wbtenders.gov.in> at free of cost.

4. **Submission of tender by the tenderer/bidder can be made with the help of DSC (Digital Signature Certificate) in the website (<http://wbtenders.gov.in>).** Documents regarding e-tender will be viewed in

the website of West Bengal Co-op. Milk Producers' Union Ltd at <http://www.benmilk.com> simultaneously.

5. Tenders should be normally be floated in two parts, one Technical Bid (BID-A) and other Financial Bid (BID-B).

6. Request for Bid documents/ Specification by post will not be entertained.

7. Tender of the above stated job-work must be supported by:

a) Earnest Money Deposit of Rs.25,000/- (Rupees twenty five thousand only) is to be paid through online payment gateway in favour of "West Bengal Cooperative Milk Producers' Federation Ltd." Payment confirmation acknowledgement receipt is to be documented through e-filing (on line).

OR

Valid Exemption Certificate issued from the competent authority for claiming exemption of depositing Earnest Money such as valid S.S.I. Certificate issued by Government, DGS&D Rate/ NSI Certificate, etc is to be documented through e-filing of Technical proposal (BID-A) containing Statutory & Non-Statutory documents.

b) GST Registration Certificate.

c) Professional tax Clearance Certificate along with challan valid up to 31.03.2019.

d) Trade License.

e) PAN card.

f) Printed Brochure/Literature of the quoted item(s), if any.

g) Copy of NIT documents along with terms & conditions duly digitally signed.

h) Credential certificate in regard to the same type work.

The scan copy/copies of the documents at (a) to (h) must be submitted through on line in '**BID-A**'. Attested photo-copy will not be considered in online submission as valid documents. ***Bidder(s) will have to sign the terms & conditions of N.I.T. before execution of agreement, if selected. Bidder(s) will have to sign the terms & conditions of N.I.T. before execution of agreement, if selected.***

8. All the intending bidders are requested to visit the site (Chandrakona Road Milk Chilling Plant, P O: Satbankura, Dist: Paschim Medinipur, West Bengal) on or before the date of Pre-Bid Meeting on any working day from 11 AM to 3.00 PM for physical examination of the site and to estimate for renovation of existing Refrigeration Unit suitable for chilling of 5000 Ltrs milk per day on Turnkey Basis.

The pre-bid meeting shall be held on 31.05.2019 at 02:00PM to 04:00PM at Chandrakona Road Milk Chilling Plant, P O: Satbankura, Dist: Paschim Medinipur, West Bengal.

The purpose of the meeting will be to clarify issues and to get answers of the questions on any matter related to the project. The bidder is requested to submit any questions in writing or by Email to reach the MIMUL before the meeting and the same will be discussed in pre-bid meeting. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given and clarification, if any finalized during the pre-bid meeting on the schedule date, shall be intimated to the bidders through corrigendum notice to be published in the website (www.benmilk.com) well in advance.

9. 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 (ONLINE).

10. Uniform Basic Rates should be quoted NET in figure inclusive of delivery, packing, forwarding, insurance, loading & unloading charges, etc. for supply of items to the site i.e Chandrakona Road Milk Chilling Plant, P O:Satbankura, Dist: Paschim Medinipur, West Bengal and successful installation & commissioning of the unit in BOQ (Bill of Quantities) in financial Bid (BID-B). THE OFFERED RATES SHOULD BE VALID upto Six Months/ throughout the period to be covered by the contract from the closing date of the tender. Final Total Rate will be considered for acceptance for the whole work of the unit.

Amount of GST/ Excise is to be indicated extra (**Amount of GST is to be mentioned. Any percentage of GST can't be mentioned**), as applicable in the separate column of BOQ (Bill of Quantities) in financial cover (BID-B).

Technical proposal (BID-A) should contain statutory & non-statutory documents 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 item wise rate online through computer in the space marked for quoting rate in the BOQ. ITEM WISE RATE IN THE BOQ FORMAT is/are to be provided based on the scope of work. Sl. No. from 1 to 19: Supply of items/material inclusive delivery, packing, forwarding, insurance, loading & unloading, charges, etc. FOR site. Sl. No. from 20 to 40: Installation and commissioning charges inclusive trial run, etc.

11. Total Time for the JOB-WORK: Supply, installation and commissioning is to be completed within 75 days from the date of issue of Work Order.

12. The intending bidders are requested to submit the e-tender along with prescribed application form intender portal/online <http://wbtenders.gov.in> on or before the e-tender submission date as specified in the Time Schedule. The software shall make automatic encryption of the Technical as well as Financial Bid and no one shall be allowed to open the Bids prior to the date and time earmarked for opening by the Tendering Authority.

After evaluation of Technical Bid, those who will qualify, their Financial Bid shall be opened. The technical proposal (BID-A) will be opened on line on the scheduled date as specified in the Time Schedule. There is no need to be present of Bidders or authorized representatives in the office of the *West Bengal Cooperative Milk Producers' Federation Ltd* at the time of opening of the Technical Proposal(BID-A).

13. No Tender will be accepted across the table and no such receipt will be issued thereon. 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.

14. N.I.T. (*download properly and upload the same digitally Signed*). **The rate should be quoted in the BOQ (Bill of Quantities).** Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case of 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 hard copies of Bid -A are to be submitted to the Office of The Midnapore Coop. Milk Producers' Union Ltd., 35/1, Aurobindnagar: Midnapore -721101: Paschim Medinipur through a forwarding letter in a sealed cover super-scribing '*NIT DOCUMENTS*' for supply, Installation & Commissioning of Refrigeration unit, mentioning NIT No, **on or before 10-06-2019 up to 4.00 PM.**

The under signed reserves the right to reject any/or all tenders/ 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.

Sd/-

Managing Director

The Midnapore Cooperative Milk Producers' Union Ltd.



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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.

1.1 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 fees/amount.

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

1.2. ELIGIBILITY FOR QUOTING:

On line tender invited from Manufacturers/ bonafide suppliers for renovation incl. supply, Installation and Commissioning of Refrigeration unit as mentioned in the notice are only eligible for quoting in this tender.

1.3. SUBMISSION OF BIDS:

Tender should normally be floated in two parts one technical Bid & the other 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/s is/ are 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.

1.4. EARNEST MONEY DEPOSIT:

a) Each Tender, unless the Bidder is exempted under the existing orders of the West Bengal or Central Government will have to be submitted with EMD through online.

OR

Valid Exemption Certificate issued from the competent authority for claiming exemption of depositing Earnest Money such as valid S.S.I. Certificate issued by the Government, DGS&D Rate/ NSIC Certificate, etc will have to be submitted in original scan copy (on line).

b) Earnest Money Deposit (EMD) through Demand Draft/ Bankers Cheques / Cash/ NEFT/ RTGS/ Money Order **or** scan copy of *attested copy of document in support of EMD exemption (scan copy of that original document should be uploaded for EMD exemption)* will not be accepted.

c) Scan copy of on line payment confirmation of earnest money deposit must be documented (on line).

d) The Earnest Money Deposit shall not carry interest. This Office is not liable for deposition of excess of Earnest Money.

e) Earnest Money deposited before the date of issue of this Tender Notification will not be accepted.

f) Registration of S.S.I. Units after submission of e-tender shall not entitle the Bidder for exemption from Depositing Earnest Money.

g) Earnest money of the successful bidder will be released after successful completion of the job work.

1.5. TIME SCHEDULE FOR THE E-TENDER:

The time schedule for obtaining the BID documents, submission of bids & other documents etc will be as per the list provided under **SL No. 3**.

1.6.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	Scan Copy of online EMD payment acknowledgement receipt OR Valid Exemption Certificate issued by the Competent Authority claiming EMD exemption
2	Check List in the prescribed format
3	Application in the prescribed format given in Annexure-II (containing detailed Specification as mentioned in Annexure- I)
4	Authorization letter of signatory from Company.
6	Copy of NIT and terms & conditions duly digitally signed.

➤ **PART – 2 (NON-STATUTORY COVER/ MY SPACE)** containing the following documents:

Sl. No	Category	Sub Category Description
1.	CERTIFICATES- ✓ All valid up to 31.3.2019. ✓ All certificates are to be furnished in English/Hindi Vernacular ✓ Affidavits are not valid. ✓ Scanned original copy	i) PAN Card of the authorized signatory. ii) Prof. Tax clearance certificate with challan valid up to 31.3.2019. iii) GST Registration certificate.
2.	COMPANY DETAILS (valid up to 31st March, 2019), 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:

1. i) BASIC RATE per individual item as per the mentioned Specification including incidental charges, Delivery/Transportation Charges (F.O.R. destination including unloading, etc), packing, insurance, and exclusive of GST, to be quoted in the Bill Of Quantities (ITEM WISE BOQ FORMAT) for supply AND charges for Installation & Commissioning of the equipment’s including cabling, fitting of accessories, etc. Rates are to be quoted in the “ITEM WISE BOQ FORMAT” provided in the Financial Bid Folder.

ii) Amount of GST is (**Not in terms of percentage**) to be quoted in separate column of BOQ.

iii) e-Waybill’ will be Issued as and when required based on the present Rules.

iv. Rates shall be valid throughout the period to be covered by the contract to be executed with successful bidders along with any extensions as may be made by the competent authority from time to time.

v. Rates quoted which are not as per specification mentioned in the Tender (BOQ) /Specification 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 any item(s) quoted by the Tendering Firm in the offer with some malafide intention will not be accepted, if detected.

❖ The hard copies of (Technical bids) are to be submitted to the Office of The Midnapore Coop. Milk Producers’ Union Ltd., 35/1, Aurobindnagar: Midnapore -721101: Paschim Medinipur through a forwarding letter in a sealed cover super-scribing ‘NIT DOCUMENTS’ for supply, Installation & Commissioning of Refrigeration unit, mentioning NIT No, **on or before 10-06-2019 up to 4.00 PM.**

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

1.7.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 fails 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:

- 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 tenderers and the serial number of items for which their proposal will be considered will be uploaded in the web portals.
- During evaluation the committee may summon of the tenderer/tenderers 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 THE UNDERSIGNED/TENDER COMMITTEE WILL BE FINAL BINDING & ABSOLUTE IN THIS RESPECT.**

1.8.TENDER PRE- REQUISITES:

a)Scan Copy/Copies of Original Trade License, PAN card, GST Registration Certificate, Professional tax Paid Challan Clearance certificate, Exemption Certificate, (all valid up to 31.03.2019,) are required to be furnished along with the tender(on line)and are required to be furnished when called for.

b)In no case, Affidavit of Trade License / GST Registration certificate will be accepted.

c)Authorized dealer/distributor 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/stockiest/Distributor, if manufacturer or bidder wants to supply through Agent/Stockiest/Distributor are to be documented on line as mentioned in Statutory cover (BID-A).

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

i)Prescribed Application Form (**Annexure-II**) 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.

1.9.MISCELLANEOUS:

i) 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.

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

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

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

v) 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.

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

vii) 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.

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

ix) 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.

x) Any addendum/ corrigendum / Extension of validity period will be notified at the departmental Website www.benmilk.com.

xi. 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 allowed to participate in the tender and that application will be out rightly rejected without any prejudice.

xii. 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.

xiii. Participants may visit the above site before submission of tender if required with prior intimation to the Managing Director, Midnapore Milk Union, 35/1, Aurobindanagar, Midnapore-721101, Paschim Medinipur, email: mimulnin@rediffmail.com

2. GENERAL CONDITIONS OF CONTRACT:

2.1 DEFINITION OF TERMS-

The following terms used hereinafter for the sake of brevity shall have the following meanings:-

EMPLOYER/ OWNER shall mean the Midnapore Co-operative Milk Producers, Union Ltd. (MIMUL) and shall include their legal representatives, assigns/ successors.

CONTRACTOR shall mean the tenderer whose Tender has been accepted by the Employer and shall include the Tenderer's heirs, successors and assigns approved by the Employer.

LETTER OF INTENT / LETTER OF ACCEPTANCE shall mean the Employer's letter to the Tenderer conveying acceptance of the Tender subject to such reservations as may be stated therein.

CONTRACT shall mean the agreement between the Contractor and the Employer to be entered into under Clause 2.2 of these conditions and shall include the Tender Notice, Tender Documents containing the General Terms and Conditions of Contract and the Technical Specifications with Annexures. Letter of Acceptance of the Employer and any other correspondence/ amendments mutually agreed upon in writing.

2.2 CONTRACT AGREEMENT

A formal agreement shall be entered into by the Contractor with the Employer for the proper fulfilment of Contract. In case the agreement is not executed within 15 day of receipt of intimation from the Employer to do so, the Employer may at his option, without prejudice to any other right or claims against the Contract, within 7days after expiry of the said 15 days and before execution of the agreement by the Contractor, by notice in writing, revoke the acceptance of the Tender and thereupon the Employer shall not be liable to any claim from the Contractor for work already done and the Earnest Money deposited with the tender shall be forfeited.

2.3 COMPLETENESS OF CONTRACT

The Contractor shall provide, without any extra charges all items, whether specifically mentioned or not but which are usual or required to make the work complete and ensure safe and satisfactory performance, unless such items are excluded clearly.

All apparatus, materials or labour which may be necessary to complete the work in accordance with the intent or purpose of the Specifications, shall be considered to be in the Scope of Work of the Contract and shall be provided by the Contractor without any extra charge, as if fully described and called for in the Specifications and/ or shown in drawing.

2.4 BYE-LAWS

The Contractor shall comply with all bye-laws and regulations of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary Notices and keep the Employer informed of the said Bye-laws & Regulations, payment made, Notices issued and received.

The Contractor shall indemnify the Employer against all claims in respect of Patent rights, design Trade Marks or Name or other protected rights in respect of any plant, machine or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, license, fees, damages, costs and charges of all and every sort that may legally be incurred thereof .

2.5 DRAWINGS & LITERATURE

Within 21 days of the acceptance of the tender, the Contractor shall furnish 3 prints of layout, assembly, fabrication & erection drawings for approval. If the Employer proposes any modifications, 4 further prints of the modified drawings shall be submitted. No modification shall be made in a drawing after it has been approved by the Employer without his prior consent. All drawings necessary for fabrication, assembly, erection, maintenance, repair & operation of the equipment shall be furnished. Different parts shall be numbered for identification & ordering of spare parts.

Approval of the Employer/Authorized Person of the drawing s does not relieve the Contractor of any of his obligation to meet all the requirements of the Contract or of the correctness of his drawings. The Contractor shall be shall be responsible for and pay for all alterations of the Works due to discrepancies or omissions in the drawings or other particulars supplied by him whether such drawings have been approved by the employer / Authorized Person or not.

2 copies of Comprehensive Manual for use by the employer before and during erection and subsequent operation & maintenance of the plant & equipment shall also be furnished after approval of the contract drawings.

2.6 PROGRAMME OF WORK & PROGRESS SCHEDULE

The Contractor shall submit, after acceptance of the tender, detailed schedules showing the programme and the sequence of work with dates and the estimated completion times for various parts of the work. Such schedule shall be approved by the Employer / Authorized Person before starting of the work and shall be binding on the Contractor. If so required, the Contractor shall furnish fortnightly or other periodical progress reports.

2.7 VARIATION OF WORK

The Employer shall have full power and authority to instruct the Contractor from time to time, during execution of the work, to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him necessary or advisable during execution of work and the Contractor shall be bound to carry on the work in accordance with any

instruction which may be given to him in writing and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work with which the Contractor may be directed to do in the manner above-specified as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work. The difference in cost for such variation shall be added to or deducted from the contract prices, as the case may be, in accordance with the rates applicable in the contract. In case these rates are not available in the contract, they shall be agreed to by the Employer and the Contractor. In the event of any disagreement, the Engineer shall fix such prices as shall, in his opinion, be reasonable and proper.

No deviation in technical specifications shall be accepted without prior approval from the EIC

2.8 NEGLIGENCE

If the Contractor shall neglect to execute the work with due diligence or shall contravene the provisions of the Contract, the Employer may give notice in writing to the Contractor, calling upon him to make good the contravention complained of. If the Contractor fails to comply with such notice within a reasonable period, the Employer shall have full option to take the work, wholly or in part, out of the Contractor's hands and complete it either by himself or his agents at a reasonable price. The Employer shall then be entitled to retain, and apply any balance sum which might have otherwise be then due on the contract by him, towards payment of the cost of execution of such work as aforesaid. If the cost of execution exceeds the balance due to the Contractor, the Employer shall be at liberty to dispose of any of the Contractor's materials or construction plant that may be at the site and apply the proceeds for payment of the differences of such cost or recover the balance by process of Law.

2.9 INSPECTION & TESTING

The Employer or his authorized representative shall have full power to inspect the work or examine the materials and workmanship of the plant & equipment at the Contractor's works or any place from which the equipment / material are obtained. The contractor shall have to make all necessary arrangements at his own cost for examination of the works, executed/ to be executed, by the inspecting Authorized Person of Employer. Acceptance of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirement of the specifications.

Routine type tests for the various items of equipment shall be performed at the Contractor's works and test Certificates furnished. The Contractor shall permit the Employer's authorized representative to be present during any of the test.

After notification to the Employer that the installation has been completed, the Contractor shall make, under the direction and in the presence of the Employer / Authorized Person such tests and inspections as have been specified or as the Employer / Authorized Person shall consider necessary to determine whether or not the full intent of the requirements of the plant and specifications have been fulfilled. In case the work does not meet the full intent of the specifications and further tests shall be considered necessary, the Contractor shall bear all the expenses thereof.

2.10 REJECTION OF DEFECTIVE WORK

If the completed Work or any portion thereof, before it is taken over, is found to be defective, or fails to fulfil the requirement of the Specifications, the Contractor shall, on receipt of Notice from Employer, forthwith make the defective works good.

Should he fail to do so within reasonable period of time, the employer may reject and replace, at the risk and expense of the Contractor, the whole or any portion of the work, which is defective or fails to fulfil the requirement of the Specifications.

The Employer shall have the right to operate any/ all equipment if in operating condition, whether or not such equipment(s) have been accepted as complete and satisfactory. Repairs and alterations shall be made at such times and as directed by the Employer/ Authorized Person.

2.11 TAKING OVER

The work, after completion of installation, shall be taken over by the employer/Authorized Person when he will have certified in writing that the work has fulfilled the Specifications / Contract obligations.

2.12 CONTRACTOR'S REPRESENTATIVE

The Contractor shall employ at least one qualified representative, whose name shall be communicated to the Employer/Authorized Person in writing, to supervise the installation work. Any written order/ instruction given to the representative shall be deemed to have been given to the Contractor. The Employer/Authorized Person shall be at liberty to object to any particular representative employed by the Contractor on the Work and the Contractor shall remove the person objected to on receipt from the employer to do so and the Contractor shall provide in his place another competent representative acceptable to the employer.

2.13 EXTENSION OF TIME

If the Contractor shall desire an extension of time for completion of Work, due to any act of neglect of the Employer/Authorized Person or due to some extra work, additions and alterations to original specifications, designs, drawings ordered during execution of the work or by strikes, lock-out, fires, war or act of public enemy or by any other reasonable cause, then he shall apply in writing to the Employer/Authorized Person within 7days from occurrence of the cause for delay.

2.14 LIQUIDATED DAMAGES

If the Contractor fails to complete the Work within the completion time stipulated in the contract or within any agreed extension of time, the contractor shall pay penalty at the rate of 0.5% (half percent) of the Contract value for each week the work remains incomplete. The total penalty under this clause shall however not exceed 10% (ten percent) of the contract value.

The terms and conditions mutually agreed upon shall be subject to "Force Majeure" Neither the Contractor nor the Employer shall be considered to be in default in the performance of his obligations if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, flood or because of any law, order, proclamation or any act of God or any other cause beyond the reasonable control of the party affected, provided notice of any such cause is given with 7(seven) days from happening of the event. Should one or both parties be prevented from fulfilling his /her contractual obligations by a state of Force-Majeure lasting continuously for a period of 3 (three) months, the two parties should consult with each other regarding further implementation of the contract.

2.15 GUARANTEE & DEFECT LIABILITY PERIOD

The Contractor shall guarantee that the complete installation, including all equipments, components & materials, shall be free from any defect due to defective materials and/ or bad workmanship and that

the equipments/ materials shall perform satisfactorily and the performance and efficiencies of the equipments shall not be less than the guaranteed values.

The guarantee shall be valid for a minimum period of 12(twelve) months from the date of commissioning and taking over of the works by the employer of 18 months from the date of supply, whichever is earlier, and, any equipment/ material found defective during this period shall be replaced free of cost by the Contractor. The services of the Contractor's personnel, if requisitioned during this period for such work, shall be made available to the Employer. If it is necessary to send the defective equipment or parts for repair/ replacement, cost of transportation from site to factory and back, shall be borne by the Contractor.

If the defects be not remedied within a reasonable time, the Employer may proceed to do so at the Contractor's risk and expense, without prejudice to any other rights or remedies.

2.16 INSURANCE

Until the Work is taken over by the Employer/Authorized Person under clause 2.11, the Contractor shall keep insured such works as may be upon the site, against all risks, viz, fire, flood, lightning, earthquake, tempest, theft, burglary, strikes, riots, commotion etc. For the value thereof and shall produce documentary evidence in support of the same whenever required by the Employer. All moneys received against such insurance policies shall be applied towards rectification and/ or replacement of the works so damage. The provision under this clause shall be applicable without prejudice to the liability of the Contractor under other provisions of the Contract.

2.17 TRAINING OF PERSONNEL

Necessary staff for operating the equipments shall be trained by the Contractor in operating the plant & equipments. The operating staff should be associated with the erection, testing and commissioning of the plant as part of their training.

2.18 CLEAN-UP OF WORK SITE

During erection, the Contractor shall, at all times, keep the working and storage area free from waste or rubbish. On completion of installation, he shall remove all structures and debris and leave the premises clean, to the satisfaction of the Employer.

2.19 PENAL MEASURE:

The security money deposit furnished by a bidder is liable to forfeit 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/work schedule and/or non-observance of terms & conditions of tender and/or contracted specification and/or quality/ quantity and the authority will be at liberty to terminate the contract as a whole or part.

2.20 PAYMENT TERMS

The Employer shall pay to the Contractor, the contract price, in the following manner unless otherwise agreed upon between the Contractor and Employer.

Supply & Installation / Commissioning Component:

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, bilty, etc).

b) 60% Payment shall be made on receipt of acknowledged copy of challan of the supplied items in good condition at specified site. 30% payment will be released after successful Installation, Commissioning & Trial-run of the whole unit duly certified by the authorised official of Union.

c) Balance 10% will be released after satisfactorily operation of the Unit for the period of 6 months. The payment shall be with held, in case of violation of any tender terms & conditions.

Statutory deduction of Income Tax, Labour Cess, etc. at rates applicable shall be made from the bills.

2.20 SECURITY DEPOSIT

The Earnest Money deposited with the Tender shall be retained as initial Security Deposit and be retained till completion of the Work.

Security deposits shall not carry any interest.

2.21 ARBITRATION

In case of any dispute between the Employer and the Contractor, the matter shall be referred to the sole Arbitrator, in this case Managing Director, The Midnapore Co-operative Milk Producers' Union Ltd., 35/1, Aurobindanagar, Midnapore-721101, Paschim Medinipur. The decision of the Arbitrator shall be final and binding on the parties. The Hon'ble High Court at Kolkata shall have exclusive jurisdiction as regards any dispute/ arbitration under these terms irrespective of any jurisdiction clauses mentioned hereinabove or subsequently in other place(s). The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under of any enactment or statutory modifications thereof for the time being in force.

3.0. TIME SCHEDULE FOR THE E-TENDER:

Sl. No.	Particulars	Date, Time & Venue
1.	Date of Publishing of N.I.T. & other Documents (online)	24-05-2019 (11.00 AM)
2.	Date of hosting of documents at departmental Website(www.benmilk.com)	24-05-2019
3.	Starting Date of Downloading Documents (Online)	24-05-2019 (12.00PM)
4.	Pre-bid Meeting & Place	31-05-2019 (2.00 PM to 4.00 PM) at Chandrakona Road Milk Chilling Plant, P O:Satbankura, Dist: Paschim Medinipur, West Bengal
5.	Bid submission (Starting) date (On line)	01-06-2019 (10.00 AM onwards)
6.	Date, time & venue of submission of hard copies of Technical Bid including exemption certificate, if applicable, along with brochure in the sealed cover.	10-06-2019, 4.00PM Up to 4.00PM at the Office of The Midnapore Coop. Milk Producers' Union Ltd., 35/1, Aurobindnagar: Midnapore -721101: Paschim Medinipur
8.	Bid Submission closing (On line)	10-06-2019, 4.00PM
9.	Bid opening date for Technical Proposals (Online)	13-06-2019 at 12.00 noon onwards
10	Date of uploading list for Technically Qualified Bidder(online)	Shall be declared later
11	Date for opening of Financial Proposal (Online)	Shall be declared later
12	Date of uploading of successful Bidder along with the approved rate	Shall be declared later

Sd/-

Managing Director

The Midnapore Cooperative Milk Producers' Union Ltd.

ANNEXURE- I

Specification, scope of supply and description of the equipment's & job work:

	Renovation of Refrigeration unit incl. Supply, Installation & Commissioning of the Unit at Chandrakona Road Milk Chilling Plant, P O: Satbankura, Dist: Paschim Medinipur, West Bengal on Turnkey Basis.	
SI No	Items Description: SUPPLY component (SL No-1 to 19)-	Qty.
1	HP/LP cut out pressure switch suitable for Super make, Size- 4-1/2" x 4-1/2" and Frick make, Size-4 x 4 reciprocating ammonia compressor.	2sets
2	Scrubber type ammonia oil separator of size 375mm dia x750mm long or suitable	1 No
3	Atmospheric type ammonia condenser each 50 NB dia x 6 M long and 8 pipes high of MS 'C' class pipes (TATA Make) and C/W gas and liquid header, inlet and outlet valves, G.I water sprinkling pipes with header, M.S supports etc (All condenser coils, liquid and gas headers, supporting structure shall be spray galvanized).	2 Stands
4	Jyoti / Beacon / Kirloskar make monoblock type centrifugal water pumps, C/W bronze impeller, having capacity 12000 LPH at 25 MWC head. The motors will have IP-55 protection. Common base frame of M.S channel (100 x50)be provided for all condenser pumps. Each pump should be provided with GI sheet cover for motor for protection against rain.	2 Nos
5	G I 'B' class pipes (TATA Make) and fittings, valve & check valves of required nos, to complete suction and discharge line of condenser pumps including SS plate type strainer inside sump pit.	1 Lot
6	G I 'B' class pipes (TATA make) and fittings, valves, etc. for 2 nos. compressor jacket cooling line including make-up water line. The jacket cooling line should be provided with NRV and check valves. The distance from compressors to condensing unit is to be considered at 12 mtr.	1 Lot
7	Ice accumulating evaporator coil fabricated in one section out of 32 mm nominal bore M.S 'C' class pipes (TATA make) having a total length of 200mtrs, and finished with spray galvanizing after fabrication. The coils will be welded to accumulator (liquid separator) header, in single compartment, and provided with dial type thermometer, ice thickness thermostat (cut out)with solenoid valve.	1 Set
8	Accumulator (liquid separator) of approx size 350mm dia x 1200 mm long C/W inlet and outlet connection and welded to the coil header, with one set of electronic float switch, strainer, solenoid valve and liquid bypass assembly. The accumulator should be properly insulated with polystyrene and duly cladded with Al sheet (22 gauge).	1 No.
9	Chilled water tank of suitable size in one compartment /equivalent size, fabricated with 6mm thick MS plates for sides and partition walls and 8 mm thick for bottom with angle iron/M S channel stiffeners for accommodating the ice accumulation coil. The tank should be painted with two coat of zinc rich paint. The tank will be provided with necessary drain connection with valve overflow line and racewav for agitator.	1 No.
10	100 mm thick expanded polystyrene insulation and fixing materials for above chilled water tank. The walls of the Chilled water tank will be insulated with normal density (16 Kg/cu.m.) insulation and button with heavy density (20 kg/ cu.m.) insulation as per specification.	1 lot
11	Teak wood covers fabricated in two equal layers of 25 mm thick enclosing 25 mm thick expanded polystyrene insulation and cladded with Al sheet, with 2 Nos. Al. lifting handles.	1 lot

12	300 mm dia vertical agitator C/W 2 HP squirrel cage induction motor suitable for operation on 415 V, 50 Hz , 3 ph. AC supply and C/W drive accessories. A Cover made of Al Sheet to be Provided over the drive System.	1 Set
13	G I 'B' class pipes, 2" (TATA Make) and fittings, 2nos valves, check valves for circulation of chilled water and complete with 1 no. pot / Y strainer for pumps up to battery limit. Supply and return line from pump header to chiller (PHE) is to be considered for approx 25mtr each side.	1 Lot
14	50 mm thick expanded polystyrene pipe section insulation (normal density) for above chilled water line along with fixing materials and aluminium cladding (22 gauge)	1 Lot
15	M S 'C' class pipes (TATA make) and fittings , valves, etc. for ammonia refrigeration circuit interconnecting the compressors, condensers, receiver and IBT coil including suitable air purger for the system. Distance to be considered from compressor to IBT at 3 mtr and condensing unit at 12 mtr.	1 lot
16	Compressor suction line pipe insulation along with fixing materials and aluminium cladding (22 gauge)	1 Lot
17	Painting of equipment's with approved paints	1 Lot
18	Erection testing and commissioning of the above plant.	1 Lot
19	DOL Starter suitable for Mono block pumps, 2 nos and agitator, 1 no.	3 No.
	Items Description: Installation and Commissioning component (SL No 20 to 40)-	Qty.
20	Installation of existing one no Frick Make, Size 4.0 x4.0 and one no Super make, Size-4-1/2" x 4-1/2" reciprocating ammonia compressor with motor, etc.	2 Nos
21	HP/LP cutout pressure switch.	2sets
22	Scrubber type ammonia oil separator of size 375mm dia x750mm long or suitable	1 No
23	Atmospheric type ammonia condenser each 50 NB dia x 6 M long and 8 pipes high of MS 'C' class pipes (TATA Make) and C/W gas and liquid header, inlet and outlet valves, G.I water sprinkling pipes with header, M.S supports etc (All condenser coils, liquid and gas headers, supporting structure shall be spray galvanized).	2 Stands
24	Jyoti / Beacon / Kirloskar make monoblock type centrifugal water pumps, C/W bronze impeller, having capacity 12000 LPH at 25 MWC head. The motors will have IP-55 protection. Common base frame of M.S channel (100 x50)be provided for all condenser pumps. Each pump should be provided with GI sheet cover for motor for protection against rain.	2 Nos
25	G I 'B' class pipes (TATA Make) and fittings, valve & check valves of required nos, to complete suction and discharge line of condenser pumps including SS plate type strainer inside sump pit.	1 Lot
26	G I 'B' class pipes (TATA make) and fittings, valves, etc. for 2 nos. compressor jacket cooling line including make-up water line. The jacket cooling line should be provided with NRV and check valves. The distance from compressors to condensing unit is to be considered at 12 mtr.	1 Lot
27	Suitable capacity (approx size 500mm dia x 2100 mm long) ammonia receiver C/W purge valve, safety valve, pressure gauge drain valve liquid gauge glass with valves and metal protector. Thickness of plate for shell should be 14mm while for the dish ends it should be 16mm.(detailed fabrication drg. to be got approved from the concerned authority before starting work.)	1 Set

28	Ice accumulating evaporator coil fabricated in one section out of 32 mm nominal bore M.S 'C' class pipes (TATA make) having a total length of 220mtrs, and finished with spray galvanizing after fabrication. The coils will be welded to accumulator (liquid separator) header, in single compartment, and provided with dial type thermometer, ice thickness thermostat (cut out) with solenoid valve.	1 Set
29	Accumulator (liquid separator) of approx size 350mm dia x 1200 mm long C/W inlet and outlet connection and welded to the coil header, with one set of electronic float switch, strainer, solenoid valve and liquid bypass assembly. The accumulator should be properly insulated with polystyrene and duly cladded with Al sheet (22 gauge).	1 No.
30	Chilled water tank of suitable size in one compartment /equivalent size, fabricated with 6mm thick MS plates for sides and partition walls and 8 mm thick for bottom with angle iron/M S channel stiffeners for accommodating the ice accumulation coil. The tank should be painted with two coats of zinc rich paint. The tank will be provided with necessary drain connection with valve overflow line and raceway for agitator.	1 No.
31	100 mm thick expanded polystyrene insulation and fixing materials for above chilled water tank. The walls of the Chilled water tank will be insulated with normal density (16 Kg/cu.m.) insulation and bottom with heavy density (20 kg/ cu.m.) insulation as per specification.	1 lot
32	Teak wood covers fabricated in two equal layers of 25 mm thick enclosing 25 mm thick expanded polystyrene insulation and cladded with Al sheet, with 2 Nos. Al. lifting handles.	1 lot
33	300 mm dia vertical agitator C/W 2 HP squirrel cage induction motor suitable for operation on 415 V, 50 Hz, 3 ph. AC supply and C/W drive accessories. A Cover made of Al Sheet to be Provided over the drive System.	1 Set
34	G I 'B' class pipes, 2" (TATA Make) and fittings, 2nos valves, check valves for circulation of chilled water and complete with 1 no. pot / Y strainer for pumps up to battery limit. Supply and return line from pump header to chiller is to be considered for approx 25mtr each side.	1 Lot
35	50 mm thick expanded polystyrene pipe section insulation (normal density) for above chilled water line along with fixing materials and aluminium cladding (22 gauge)	1 Lot
36	M S 'C' class pipes (TATA make) and fittings , valves, etc. for ammonia refrigeration circuit interconnecting the compressors, condensers, receiver and IBT coil including suitable air purger for the system. Distance to be considered from compressor to IBT at 3 mtr and condensing unit at 12 mtr.	1 lot
37	Compressor suction line pipe insulation along with fixing materials and aluminium cladding (22 gauge)	1 Lot
38	Painting of equipments with approved paints	1 Lot
39	Erection testing and commissioning of the above plant.	1 Lot
40	Installation of Refrigeration Electrical Panel Board, existing, and DOL Starters, 3 nos, with existing cables.	1 No.

4.0 FORMAT FOR CHECK LIST:

Information about Bidders: (To be furnished with the Tender)-

Signature of the Bidder with Date & Office Seal

Serial Number	Description	Particulars
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.	
4.	Application submitted in Annexure-II	
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 Earnest Money Deposit OR Scanned document of EMD Exemption Certificate.	
8.	Scanned document of PAN Card of the Authorized Signatory.	
9.	Scanned document of GST Registration Certificate.	
10.	Scanned document of Tax Clearance Certificate /Paid Challan.	
11.	Scanned document of Trade License.	
12.	Scanned document of Terms& Conditions of the tender duly digitally signed of each page.	
13.	Scanned document of Printed Literature/ Brochure/ Booklet /Drawings, Manuals whether enclosed	
14.	Digitally signed Scanned N.I.T. (Notice inviting Tender) duly uploaded	

Annexure-II

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

The Midnapore Cooperative Milk Producers' Union Ltd.

35/1, Aurobindanagar, Midnapore-721101,

Paschim Medinipur.

Sub: NIT for Supply, Installation, Commissioning and Trial-run of complete Refrigeration unit on Turnkey basis at Chandrakona Road Milk Chilling Plant, P O: Satbankura, Dist: PaschimMedinipur, West Bengal.

Ref: NIT No. MU: RKVY: CKRD: 19-20/101 Dated: 21-05-2019

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:

1. 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.
2. 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.
3. I/We are offering ITEM WISE RATES as per BOQ for the Supply, Installation, Commissioning of complete Refrigeration unit on Turnkey basis at Chandrakona Road Milk Chilling Plant, P O: Satbankura, Dist: PaschimMedinipur, West Bengal. Digitally signed detail Specification, scope of supply and description of the equipment & materials and job work as has been detailed under annexure- I, is being attached here with and uploaded online.
4. We have experience in the similar work since year and credential certificates are annexed.
5. I/We understand that the Tender Selection Committee/ Tendering authority reserves the right to reject any/all application without assigning any reason.

Signature of the Bidder with date & office seal