

## TENDER NOTICE (2<sup>nd</sup> Call)

**No.02/CFC/Honey/MLD/13-14**

**Date: 04.12.2013**

The **Secretary** of Malda Bee-Keeping and Honey Processing Cluster Industrial Co-operative Society Ltd, P.O-Sahapur, Dist-Malda, West Bengal invites sealed tenders from Original Manufacturers/Authorized Dealers for quality procurement of following items (given in Annexure-I) for the COMMON FACILITY CENTRE of Malda Bee-Keeping and Honey Processing Cluster Industrial Co-operative Society Ltd. (hereinafter termed as 'SPV') as per the specification given in the Schedule annexed to the Tender hereto.

The bidders are requested to read the tender document carefully and ensure compliance with all instructions herein. Non-compliance with instructions in this document will disqualify the bidders from the tender process.

**Approximate requirement of the various items as per the specification at Annexure I**

**Closing date of bid submission: 23.12.2013 up to 1pm**

**Opening date and time of bids: 23.12.2013 at 2.30pm**

### **Terms and conditions:**

1. Bidder must provide the following information along with the Technical Bid:
  - a) Technical capability to manufacture/supply such machine and equipment as mentioned in Annexure I within a short period (Max. 60 days). A copy confirming the terms of supply should be included.
  - b) Proof of bulk supply of similar store in the last three years along with maintenance of delivery schedule as in the purchase order together with quality assurance.
  - c) Status of the firm regarding quality certification (ISO certification) besides Income Tax and Sales Tax and or any other statutory clearances.
  - d) Bank Solvency Certificate as mentioned in the qualification criteria.
  - e) Manufacturer's price list, technical leaflet, catalogue, wherever applicable, should invariably be enclosed.
  - f) List of reputed Organizations/Institutions, where similar orders have been executed.
  - g) Copy of ISO 9001, 14001 certificates, where ever applicable.
  - h) Up-to-date Sales Tax/VAT clearance certificate & Sales Tax registration certificate indicating also the TIN number of the FIRM to be enclosed.
  - i) Audited financial statement and IT return for last three years.
  - j) Xerox copy of PAN card.
  - k) Details and nature of maximum warranty period offered by the vendor.
  - l) Dealership Certificate on the offered products in case the vendor is a dealer.
2. SPV at its discretion reserves the right to verify information submitted and inspect the manufacturer's facilities, if required, to confirm their capabilities.
3. SPV reserves the right to change the quantity (upward/downward) to be tendered and vendor must have the ability to supply additional quantity, if any, within the validity of the quotation period.
4. Decision of the Purchase Committee as constituted by the Competent authority of the Directorate of MSSE, Govt. of West Bengal on any matter regarding short listing of vendors shall be final and any applicant shall not

enter into any correspondence with the SPV. No Bid/enquiry on telephone will be entertained. However, the hard copy of the Bid paper with necessary documents should reach the SPV within stipulated date.

5. Vendor would be pre-qualified based on data and documents provided by them and also based on information available with the SPV with regard to vendor's credential.

6. Unless otherwise specifically mentioned in this tender document, the general terms and conditions of the SPV for submission of quotation for supply of store will be applicable.

7. The price bids of only those vendors shall be opened whose technical bids are found qualified.

8. THIS IS AN OPEN-BID SYSTEM. BIDDERS/VENDORS ARE PERMITTED TO ATTEND THE TECHNICAL BID/PRICE BID MEETING SUBJECT TO PRODUCTION/SUBMISSION OF LETTER OF AUTHORITY. NO SEPARATE LETTER WILL BE ISSUED IN THIS RESPECT. NO TA/DA WOULD BE ADMISSIBLE.

9. In case of dispute, the matter shall be settled mutually, failing which the decision of the Directorate of MSSE, Govt. of West Bengal shall be final and binding.

### **Special Conditions:**

1. No payment shall be made for any damage caused by rain, snowfall, flood, earthquake or any other natural causes whatsoever during the execution of work. The damages to the work will be made good by the Manufacturer at his own cost and no claim on this account shall be entertained.

2. The Manufacturer shall at his own cost arrange for necessary licenses/permissions/clearances, etc. required to import the material for completion of work within stipulated period.

3. If the material or finished work is not found acceptable, the Manufacturer shall arrange for the replacement of material required for re-executing the work as per contract.

4. The rate quoted shall be inclusive of all taxes, expenditure on the requisite approvals/quality assurance tests/certification/freight and insurance and installation & commissioning of the machinery to be carried at the CFC location under schedule of land Mouza-kadirpur, J L No-111, khatian No-309&310, Dag No-313 with the address Vill-Charkadirpur, P.O-Sahapur, Dist-Malda, West Bengal, PIN-732142.

5. The maintenance period will be twelve months from the date of recording of completion certificate by SPV. During maintenance period any defects if found in the items, it will be the responsibility of the Manufacturer/supplier/dealer to rectify the same as per the requirement at his own cost and risk.

6. All work must conform to standard specification.

**7. Item-wise price should be quoted by the bidder and they can quote the price of the above mentioned list of plant and machinery partially.**

8. Before dispatch of materials, the Manufacturer will give sufficient advance notice of the date in writing on which the goods will be ready for inspection. The manufacturer/supplier/dealer also shall provide the purchaser all necessary facilities including appliances, tools, materials, and labour at no extra cost to carry out the specified inspection. Further, after inspection and approval, the materials will be dispatched. If due to any reasons, it is not possible on the part of the purchaser to visit the plant site of the Manufacturer for inspection of the items, the Manufacturer shall bring sample pieces of such items to their local godown for the inspection of the purchaser for inspection of the items.

### **Tender Submission**

The tender papers can be submitted on all working days (except holidays) during office hours either by Speed Post/Registered Post addressed to The Secretary of **Malda Bee-Keeping and Honey Processing Cluster Industrial Co-operative Society Ltd**, Vill-Charkadirpur, P.O-Sahapur, Dist-Malda, West Bengal, PIN-732142 or by dropping those in the Tender box as would be kept in the above mentioned address, within the stipulated period as mentioned earlier at the latest. In the event of this day being declared as a holiday, the tender papers can be submitted up to the afore-mentioned time on the next working day.

The envelope should be super-scribed with "TENDER FOR MACHINERY & EQUIPMENT FOR THE COMMON FACILITY CENTRE of **Malda Bee-Keeping and Honey Processing Cluster Industrial Co-operative Society Ltd**,". The tender should be submitted in a proper manner with index for easy identification.

|                     |                               |
|---------------------|-------------------------------|
| <b>Envelope No.</b> | <b>To be super scribed as</b> |
| <b>A</b>            | <b>Technical Bid + EMD</b>    |
| <b>B</b>            | <b>Price Bid</b>              |

**Both the envelope – A & B** are to be put together in a bigger envelope and to be super-scribed with "TENDER FOR MACHINERY & EQUIPMENT FOR THE COMMON FACILITY CENTRE of **Malda Bee-Keeping and Honey Processing Cluster Industrial Co-operative Society Ltd**,". No other form will be accepted.

**Earnest Money Deposit (EMD)** - Along with their bids the Bidders are to submit an EMD to the tune of 2% of quoted PRICE (atleast) for machine and equipment in the form of a Demand draft only, drawn in favour of **Malda Bee-Keeping and Honey Processing Cluster Industrial Co-operative Society Ltd**. and payable at any nationalized bank at Malda. Any tender without demand draft for EMD will be **DISQUALIFIED** and **REJECTED and price bid will not be** considered. Photo/Fax copies of the demand draft will not be accepted.

### **Return of EMD**

- The earnest money of the successful bidder will be deposited as a part of the security money and returned to them without any interest after completing the successful contract.
- The earnest money of unsuccessful bidders will be returned to them without any interest within thirty (30) days after awarding the contract on receipt of written request from the bidders.

### **Forfeiture of EMD**

After receiving the Purchase Order, if the Manufacturer/supplier/dealer is unable to execute it satisfactorily, the EMD will be forfeited and **Malda Bee-Keeping and Honey Processing Cluster Industrial Co-operative Society Ltd**. will be constrained to take necessary action against the agency.

The EMD have to be submitted with the Technical Bid. Bid without EMD shall be disqualified and summarily rejected.

### **Security Deposit-**

The successful bidder of the contract will have to deposit a security amount of 8% of quoted price of machine and equipment. In case of his EMD is retained as part of the security deposit, balance amount has to be deposited by DD drawn in favour of **Malda Bee-Keeping and Honey Processing Cluster Industrial Co-operative Society Ltd**. on or before the day of allotment.

The security deposit will be refunded without interest after twelve months of receiving the machines and satisfactory functioning of the same.

## **Opening of the Tender**

The offer/bid will be opened by a Committee as would be constituted by the competent authority of Directorate of MSSE, Govt. of West Bengal for the purpose at the pre-defined place, time and date in the presence of such Bidder(s) and/or their authorized representatives who will choose to be present. The bigger envelope (containing the Technical Bid and Price Bid) will be opened first.

In the event of the following, the Technical Bids will summarily be rejected and unopened tender papers will be returned to its senders:

- a) EMD is found invalid and unacceptable; and /or
- b) EMD is presumably kept inside the covers containing Price Bid.

On verifying the EMD, the Technical Bids will be verified. The Committee will examine the Technical Bids and decide the suitability as per the specification and requirements and also fulfillment of qualification criteria.

## **Qualification Criteria**

- The participant i.e. manufacturers/authorized dealer should have completed the works of similar nature. Supporting documents must be attached with the Technical Bid.
- The bidder must not be blacklisted anywhere in India or abroad by any organization whatsoever. A certificate or undertaking to this effect must be submitted with the Technical Bid.
- The average annual turnover of the bidder during the last three years should not be less than Rs1.50 crore or amount equal to at least five times of the quoted amount whichever is less.
- The firm should provide Solvency Certificate from any nationalized Bank to the extent of Rs.50.00 lacs or amount equal to at least two times of the quoted amount whichever is less.
- The firm should not have incurred any loss in more than two years during last three years ending as on 31<sup>st</sup> March, 2013.

## **Late Offer**

The Bids/Tenders received after the pre-defined date and time will not be considered and the same will be returned unopened to the address of the Bidder.

## **Completion Period**

Supply of Machinery and equipment (as per tender document) and subsequent commissioning and installation of the same is to be done at the address of the concerned CFC within 60 days from the date of issue of purchase order. The period may be extended up to 75 days under special circumstances subject to consideration of concern authority.

## **Validity**

The bid should be valid for acceptance up to a period of 120 days. The Bidders should be ready to extend the validity, if required.

**Price:** Should be in Indian Rupees only.

**Taxes and duties:** If applicable, to be clearly mentioned.

**Note:** SPV will not provide any C or D Form. However, subject to availability, Way Bill may be issued as per norms of Govt. of West Bengal.

**Freight & Insurance:** No freight and insurance charges will be provided and the materials are to be delivered at the premise as will be informed by SPV at the cost and risk of the vendor.

**Failure of Order Execution:** If a successful bidder after receiving the order fails to execute the order within the stipulated period or does not fulfill any of the terms and conditions in any respect, the SPV reserves the right to cancel the order unilaterally.

**Warranty Declaration:**

- Bidders must give the comprehensive on-site **two years** warranty from the date of installation of all items against any manufacturing defects and also give the warranty declaration that everything to be supplied by them hereunder shall be free from all defects and faults in materials, workmanship and shall be of the highest quality and materials of the type ordered, shall be in full conformity with the specification.

- Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction/specifications specified in the order/contract and demonstrate at their own cost. The payments shall be made only after receiving the materials in the required format and quality to the satisfaction of the concerned authorities.

**Payment terms**

Payment will be made maximum within 30 days from the date of successful installation/commissioning of the machinery and related items as quoted in tenders.

**Disputes and Jurisdiction**

Any legal disputes arising out of any breach of contract pertaining to the whole process of this Tender shall be settled in the Court of Competent Jurisdiction in the District of Malda in the State of West Bengal.

**Acknowledgement** (to be given by the Bidder duly signed on the Letter head along with the Technical Bid)

*It is hereby acknowledged that we have gone through all the Schedules as well as the Terms and Conditions laid down in the Tender Notice No.02/CFC/Honey/MLD/13-14 Dated 4.12.2013 for procurement of various items for THE COMMON FACILITY CENTRE of Malda Bee-Keeping and Honey Processing Cluster Industrial Co-operative Society Ltd.*