



SUNDARBAN CO-OPERATIVE MILK & LIVESTOCK PRODUCERS' UNION LTD., SOUTH 24 PARGANAS

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NOTICE INVITING e-TENDER FOR

Uninterruptible Power Supply (UPS)

NIT No.: SMLU/SP/MMP/e-NIT/22-23/258

Date: 31.12.2022

Sundarban Cooperative Milk & Livestock Producers' Union Ltd., South 24 Parganas is inviting Online Tender (e-Tender) in two bid system for procurement, installation and commissioning of Uninterruptible Power Supply (UPS) with Annual Maintenance Contract as per specification terms and conditions mentioned hereunder:

IMPORTANT DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing) of N.I.T. Documents (Online)	31.12.2022 at 1600 hrs
2	Documents download start date (Online)	31.12.2022 at 1605 hrs
3	Technical Bid proposal submission start date (Online)	31.12.2022 from 1605 hrs
4	Bid Submission end date (Online)	06.01.2023 at 1500 hrs
5	Technical bid opening date	09.01.2023 at 1500 hrs
6	Financial Bid Opening date	To be notified later

Details of the work:

Nature of Work	Procurement, installation and commissioning of Uninterruptible Power Supply (UPS) at Sundarini Agro-Processing Unit & Training Hub, Mathurapur Krishak Bazar.
Scope of Work	Procurement, installation and commissioning of Uninterruptible Power Supply (UPS) at Sundarini Agro-Processing Unit & Training Hub, Mathurapur Krishak Bazar.
Bid Inviting Authority	Managing Director, Sundarban Cooperative Milk & Livestock Producers' Union Ltd.

Statutory & Non Statutory Documents	<ol style="list-style-type: none"> 1. COMPANY PROFILE which consists of MOA & AOA etc. Declaration that the Company is operational for at least 3 years. 2. GSTIN (GST Registration Certificate) 3. PAN CARD 4. INCOME TAX RETURN of last 3 years. 5. COPY OF AFFIDAVIT as per Annexure-II DULY SIGNED & SEALED AND NOTARIZED BY THE BIDDER. 6. MINIMUM 01 YEAR OF WORK EXPERIENCE in SUPPLY INSTALLATION, COMMISSIONING of various machineries/work. COMPLETION CERTIFICATES as a proof of EXPERIENCE must be uploaded. <p>All these documents are mandatory. Failure to upload the documents will result in disqualification in technical bid evaluation.</p>
Earnest Money Deposit	Not Applicable. The Bidder has to give Bid Security Declaration as per format specified at Annexure-III
Technical Bid Evaluation	The Technical Bid will be evaluated by the Tender Committee. Bidders shall upload all the necessary documents in the Technical Folder which will be verified and evaluated by the Tender Committee.
Financial Bid	<p>Rate shall be quoted in the Financial bid.</p> <p>The bidder shall quote the rate online through Computer only in the space marked for quoting rate in the Bill of Quantities (BOQ). Only downloaded copies of the above documents, digitally signed by the bidder are to be uploaded (Excel file).</p> <p>The rate quoted per unit item by the tenderer shall be inclusive of all elements of taxes and duties, demands, tolls etc. The tenderer shall include income tax, GST etc. as applicable, octroi if any and all other charges if applicable while quoting the rate, FOR (freight on road) delivery of the material in the place of delivery installation and commissioning.</p>
Validity of Bid	180 days
e-Tender registration and bidding	<p>ONLINE BID SUBMISSION:</p> <p>The bidders are required to submit the Technical and Financial bid documents ONLINE i.e. uploading of the documents complete in all respect by following the Online Bid submission procedure.</p>

<p>Download of Tender</p>	<p>1. Download of Tender</p> <p>Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. https://wbtenders.gov.in. The tender will be submitted in two bid system i.e. Technical bid & Financial bid only through online.</p> <p>2. Online Bid submission procedure</p> <p>i. Registration of Bidders: Agencies/Bidders who are interested in participating e-tenders will have to get enrolled & registered with the Government e-Procurement system through logging on to https://wbtenders.gov.in</p> <p>ii. Digital Signature certificate (DSC): Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount or any service provide as may be allowed by the Finance Department, Govt. of West Bengal.</p> <p>iii. Tender Download: The bidders can search & download NIT & Tender Documents electronically from computer once he logs in to the e-Tendering portal https://wbtenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.</p> <p>iv. Submission of Tenders: General process of submission, Tenders are to be submitted through online to the stipulated website in two folders, (one is Technical Bid & the other is Financial Bid) before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly digitally signed. The documents will get encrypted (transformed into non readable formats).</p>
<p>Award of Contract</p>	<p>The bidder selected after evaluation of financial bid by the tender committee will be given Award of Contract, subject to fulfillment of Terms and Conditions provided in the tender.</p>
<p>Publication of Tender</p>	<p>1. E-Procurement Portal Govt. of West Bengal (https://wbtenders.gov.in)</p> <p>2. South 24 Parganas District Website (https://s24pgs.gov.in)</p> <p>3. Website of the Milk Union (https://www.sundarini.organic)</p> <p>4. Office Notice Board</p>

Detailed Specifications of Requirement:

1. Functional Requirement:

Uninterruptible Power Supply (UPS) will be used for providing backup power.

2. Operational Provisions:

Installation & Commissioning: Uninterruptible Power Supply (UPS) should be installed, commissioned and demonstrated by the supplier to the Staffs of Sundarban Milk Union at its Agro-Processing Unit & Training Hub, Mathurapur, South 24 Parganas **(Within 70 Km from Kolkata)** with satisfaction of the end user. The bidder should install and provide all the inputs.

Warranty: Uninterruptible Power Supply (UPS) shall be warranted for 12 (twelve) months from the date of commissioning. Any issue regarding repair or maintenance which leads to non-functioning must be resolved within 24 hours. In case supplier is unable to resolve the issue then the supplier has to ensure availability of required spares for resumption of operation till repair and maintenance of the machine.

3. Components of the Uninterruptible Power Supply (UPS):

Name of the Components	Qty.
Uninterruptible Power Supply (UPS)	01 Unit

4. Component-wise Detailed Technical Specification:

Name of the Item	Specifications of the Item(s)
Uninterruptible Power Supply (UPS)	<ul style="list-style-type: none">a) UPS 6.0 KVA with 1 Hr. Battery Back-upb) Battery 12V x 42 Ah x 16 Nos. With Battery Rack and Link for UPSc) Max. Charging Current (NC): 14Ampd) Waveform Type.e) Warranty: 12 Months from the date of Installation and commission

GENERAL TERMS & CONDITIONS

1. The documents submitted by the bidders should be properly indexed & digitally signed.
2. During the scrutiny, if it comes to the notice to the tender inviting authority that the credential(s) and/or any other paper(s) has/have been of any bidder found incorrect/ manufactured/ fabricated, that bidder will not be allowed to participate in the tender process and that application will be rejected outright. Sundarban Cooperative Milk & Livestock Producers' Union Ltd. reserves the right to cancel the N.I.T. at any time without showing any reason and no claim in this respect will be entertained.
3. During evaluation the Committee may summon any bidder and seek clarification/information regarding bids within the stipulated time frame. In case the bidders fail to clarify any query during the stipulated time frame the bid shall be liable for rejection.
4. The Milk Union may reject any bid from any party with unsatisfactory performance with the Milk Union or any other Milk Union in the past.
5. Inspection of materials may be undertaken at the supplier's premises whenever necessary by the Tendering Authority/ any officer authorized by the undersigned.

6. The Bidders must have local arrangement (within West Bengal) for 'prompt after sale service' of the installed unit as and when required within warranty period free of cost.
7. Bidders are required to go through the Tender Documents understand the requirement the location of the installation and commissioning and then quote their rate. Rate once quoted by the bidder shall be deemed to be quoted by the bidder after understanding the requirements of the Milk Union. Rates once quoted are final and no alteration in rate shall be allowed. All the pages of this NIT must be duly signed and sealed by the bidder as a token of acceptance of the Terms and Conditions of the NIT.
8. **Site Inspection:** It is required for the bidder to perform site inspection to be supplied at his own expense.
9. **Bid Price:** The Price should be quoted in BOQ format only. BID PRICE INCLUSIVE OF ALL TAXES ALONG WITH SUPPLY, DELIVERY, LOADING, WOODEN PACKAGING, INSURANCE, UNLOADING, INSTALLATION, COMMISSIONING, SUCCESSFUL TRIAL RUN, TRAINING AT SUNDARINI AGRO-PROCESSING UNIT & TRAINING HUB, SUNDARBAN COOPERATIVE MILK & LIVESTOCK PRODUCERS' UNION LTD., C/O- MATHURAPUR KRISHAK BAZAR, VILL- SIDDHESHWAR, PO + PS - MATHURAPUR, DIST- SOUTH 24 PARGANAS, WEST BENGAL, PIN-743354 (Approx. 70 Km from Kolkata).
10. **Bid Validity:** The rate once quoted in this Tender shall remain valid for a period of 180 days from the date of Financial Bid Evaluation. Bidders are therefore required to assess their rates before quoting them.
11. **Warranty:** All the spares and components of the machine must be warranted by the supplier for a period of 12 months from the date of commissioning. If any component is found to be non-functional due to any manufacturing defect or as a result of poor workmanship the component must be immediately replaced by the supplier within 24 hours. In case the replacement is likely to take longer time period then the supplier must arrange for a substitute within 48 hours.

Warranty Extension: The warranty of equipment would be extended if equipment remains down during the warranty period, for more than period mentioned below: -
 - If equipment has been down for more than 10 days in a year, warranty would be extended by one Month
 - If equipment has been down for more than 30 days due to malfunctioning of the any part supplied by bidder or want of spares/ consumable, warranty would be extended by one Year.
12. **Payment:** Payment shall be released in 3 phases in NEFT/RTGS to the Bank Account of the supplier after submission of 3 copies of invoice. Payment will be released after successful running/usage of the device for at least 30 (thirty) days and on submission of necessary satisfactory work done certificate from respective In-Charge of the site. The payment shall be withheld, in case of violation of any tender terms & conditions.
13. **EMD & Security Deposit:** EMD Not Applicable. The Bidder has to give Bid Security Declaration as per format specified at **Annexure-III**.
14. **Insurance:** The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. If the equipment's is not commissioned and handed over to Sundarban Cooperative Milk & Livestock Producers' Union Ltd. within specified period, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the Sundarban Cooperative Milk & Livestock Producers' Union Ltd.

IT IS OBLIGATORY FOR THE BIDDER TO NOTE THAT FAILURE TO MAINTAIN DELIVERY& I/C SCHEDULE OF ORDERED ITEM WILL HOLD THE SUPPLIER RESPONSIBLE & ACTION WILL BE TAKEN STRICTLY AS PER TENDER RULES LAID DOWN HEREIN WITHOUT ANY PREJUDICE OR ANY SHORT OF PLEA WILL NOT BE CONSIDERED EXCEPT ANY INCIDENT OCCURRED “BY ACT OF GOD” OR NON READINESS OF SITE BY ANY MEANS MAY BE CONSIDERED ONLY.

12. **Penal Measure:** Time being the essence of the contract, failure to supply the materials within due time or delay in installation and commissioning of the materials shall invite penalty.
 - I. **Liquidated damages of 0.5%** per day subject to a maximum of 10% of the total cost of materials shall be charged if goods are not delivered installed or commissioned in time and the amount will be deducted from the Security Deposit and bills submitted by the supplier.
 - II. For violation of any terms and conditions of the contract Sundarban Cooperative Milk & Livestock Producers' Union Ltd. reserves the right to cancel the contract without assigning any reason thereof. On termination of Contract the Performance Bank Guarantee will be forfeited. The subsequent company will be blacklisted for 3 years.
13. **Loading and Unloading** of goods is the responsibility of the supplier. If the Milk Union makes its own arrangement for the unloading of the materials the respective cost of the same shall be deducted from the bidder.
14. **Documentation:** Complete documentation like principal warranty papers, operation manuals, document of technical specifications and guarantee cards have to be furnished by the supplier. Failure to submit any of the above documents in hard copies at the time of supply of the materials shall lead to non-acceptance of the material.
15. **Delivery, Installation and Commissioning:** The device should be delivered, installed, commissioned and demonstrated by the supplier at SUNDARINI AGRO-PROCESSING UNIT & TRAINING HUB, SUNDARBAN COOPERATIVE MILK & LIVESTOCK PRODUCERS' UNION LTD., C/O- MATHURAPUR KRISHAK BAZAR, VILL- SIDDHESHWAR, PO + PS - MATHURAPUR, DIST- SOUTH 24 PARGANAS, WEST BENGAL, PIN-743354 (Approx. 70 Km from Kolkata). **Delivery, installation, commissioning, training etc. must be completed within 45 (forty-five) days from date of issuance of Purchase Order.**
16. **Standards:** The Goods supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin.
17. **Registration of Goods:** If required under the Applicable Law, Goods supplied under the Agreement shall be registered for use in India.
18. **Patent Rights:** The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
19. **Wooden Packing:** The Supplier shall provide such wooden packing of the Goods if required to prevent their damage or deterioration during transit to their final destination, as indicated in the Purchase Order.
20. **Termination for Default** The Purchase, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the Supplier, may terminate this Agreement in whole or in part:

- a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Purchaser; or
 - b) If the Goods do not meet the Technical Specifications or registration requirement (if any) stated in the Agreement; or
 - c) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Agreement; or
 - d) If the Supplier fails to perform any other obligation(s) under the Agreement.
21. **Termination for Insolvency:** The Purchaser may at any time terminate the Agreement by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent.
22. **Termination for Convenience:** The Purchase, by written notice sent to the Supplier, may terminate the Agreement or the Purchase Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Agreement or Purchase Order is terminated, and the date upon which such termination becomes effective. The Goods that are already supplied before the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the terms and prices described in the Agreement and the Purchaser order.
23. **Dispute Resolution** Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be Kolkata. The language of arbitration shall be English.
24. **Applicable Law:** The Agreement shall be interpreted in accordance with the laws of Union of India.
25. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) neither party shall have any claim for damages against other in respect of such non-performance or delay in performance.
26. The undersigned reserves the right to accept or reject any tenders and to cancel the entire tender process without assigning any reason whatsoever.

Sd/-
Managing Director
Sundarban Cooperative Milk &
Livestock Producers' Union Ltd.

Annexure-I

FORMAT FOR CHECK LIST

Information about Bidders

(To be furnished with the Tender)

Serial Number	Description	Particulars		
		Please \checkmark Mark		Page No.
	Item	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.			
4.	Application submitted in Annexure-I			
5.	Authorization Letter of Signatory from Company			
6.	Scanned document of Authorized dealer/distributor certificate and agreement between the manufacturer and the Distributor/Bidder (if applicable)			
7.	Scanned document of PAN Card of the Authorized Signatory.			
8.	Scanned document of GST Registration Certificate.			
9.	Scanned document of Tax Clearance Certificate /Paid Challan.			
10.	Scanned document of Trade License.			
11.	Scanned document of Terms & Conditions of the tender duly digitally signed of each page.			
12.	Scanned document of Printed Literature/ Brochure/ Booklet /Drawings, Manuals whether enclosed			
13.	Digitally signed Scanned N.I.T. (Notice inviting Tender) duly uploaded			

Signature with seal

Annexure – II

AFFIDAVIT

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

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

Dated Signature of Applicant with Seal:

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

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

(Title of the Officer)

(Title of the firm/Company)

(Date)

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

(Signature of the Notary Public)

Annexure – III

BID SECURITY DECLARATION FORM

Tender No.....

Date.....

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature of Tenderer Name with Seal:

Designation:

Organization Name:

Contact No.: