



Phone no. (0353) 2571406, 2571800

**The Himalayan Co-operative Milk Producers' Union Limited.**  
**MATIGARA- 734 010, Dist. DARJEELING**

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**NOTICE INVITING TENDER FOR PROCUREMENT OF 50 MT SKIMMED MILK POWDER (SMP)**

**Ref No: - 5(iii)/HIMUL/2013-171**

**Dated:16/08/2013**

Necessary Earnest Money is to be submitted for participation in the tender

After publication of tender in newspapers, detailed terms & conditions and Tender Form, BOQ (Bill of tender Quantities) are accessible from website <http://Darjeeling.gov.in / sjda.org>

Tender should normally be submitted in two parts (i) Technical Bid (BID-A) and (ii) Financial Bid (BID-B). The above two Groups (i) & (ii) must be supported by the-

1. 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 of West Bengal, to be Submitted as part of **Technical proposal (BID-A) containing Statutory & Non-Statutory documents.(STATUTORY DOCUMENTS)**

**OR**

EMD @ Rs. 16,000/-(SIXTEEN Thousand) only per 16 M.T. can be deposited in the form of Bank Demand Draft

in favour of The Himalayan Co-operative Milk Producers' Union Ltd., payable at Siliguri must be deposited under Technical proposal (Bid A) containing Statutory & Non-Statutory documents.(STATUTORY DOCUMENTS)

2. **Trade License.(NON-STATUTORYDOCUMENTS)**
3. **PAN card.(NON-STATUTORY DOCUMENTS)**
4. **Current Income Tax return.(NON-STATUTORY DOCUMENTS)**
5. **ManufacturingLicense .(NON-STATUTORYDOCUMENTS)**
6. **VAT Registration Certificate and VAT clearance certificate(NON-STATUTORY DOCUMENTS)**
7. **Sales Tax Registration and Clearance Certificate (NON-STATUTORY DOCUMENTS)**
8. **FSSAI License(NON-STATUTORY DOCUMENTS)**
9. **BIS Certificate(NON-STATUTORY DOCUMENTS)**

***Bidder(s) will have to sign the terms & conditions of N.I.T. before execution of agreement, if selected.***

**NO TENDER WILL BE ACCEPTED IF THE SAME IS NOT SUPPORTED WITH ALL THE ABOVE DOCUMENTS MENTIONED AT SL. NO. (1 TO (9) IN BID-A IN STATUTORY COVER & NON STATUTORY COVER AS GIVEN ABOVE.**

**THE OFFERED RATES SHOULD BE VALID FOR AT LEAST 4 (Four) months.**

**Rate of Skimmed Milk Powder should be written in BOQ.**

Incomplete offer will be straight way rejected without any reference to the tenderer.

### A. Technical Specification:

<u>Sl. No.</u>	<u>Characteristics of S.M.P.</u>	<u>Requirements</u>
01.	Standard Grade as per IS:13334 (Part-I) 1998 and FSSR,2011	
02.	Moisture by mass, max .....	4.0%
03.	Total (Milk Solids), min .....	96.0%
04.	Fat by mass, max.....	1.5%
05.	Insolubility Index, max .....	0.5 ml.
06.	Total ash (on dry basis), by mass, max .....	8.2%
07.	Titration Acidity (as lactic acid), by mass .....	1.0% to 1.5%
08.	Protein, minimum .....	34%
09.	80% of the Protein must be Casein.	
10.	Total bacterial count per gram, maximum .....	50,000
11.	Coliform .....	Nil in 0.1 gm.
12.	Insecticides, pesticides, heavy metals and poisonous metals standards shall be as per latest FSSR,2011 Standard of India.	
13.	Flavour of the product of the reconstituted S.M.P.(10%) shall be pleasant and clean, free from off flavour and shall be free flowing without any lump, shall not have any Salty, bitter, gritty or any abnormal taste.	
14.	Skim Milk Powder shall be free from any additive, preservative, neutralizer and any other foreign matters.	
15.	All other clauses mentioned in IS:13334 (Part-I) 1998 and Foods Safety and Standards Regulation, 2011 shall be observed strictly while accepting the consignment.	
16.	Clot/appearance of flakes on boiling of 10% reconstituted S.M.P. will not be accepted.	
17.	The past performance of the firm regarding its quality, acceptance/rejection and the steady supply will be taken into consideration while finalizing the offer.	

**B. Delivery of S.M.P. :** The entire tender quantities should be supplied as per following delivery programme:-

**September' 2013 - 15 MT**

**October' 2013 - 20 MT**

**November' 2013 - 15 MT**

### C. Terms and Conditions:

1. Packing:- The product may be packed in quantities of 25 kg. in bags of food grade polythene (see IS 10171) of minimum thickness 0.05mm. The bags should be properly closed by tying with a string and shall be subsequently encased in any of the following:-

a). Sacks conforming to IS 11824; and

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b). Multi-walled kraft paper, such as crepekraft paper bags of not less than 80g/m (GSM) grade lined with Hessian cloth having a mass of 270g/m (GSM) and having two inner layers of plain kraft paper of not less than 80g/m (GSM) grade. If any quantity is rejected, the same has to be replaced within a week at the risk and cost of the supplier, failing which the entire Security Money/E.M. will be liable to forfeit without any further reference.

2. Marking: The package shall bear legibly and indelibly the following information:-

- Name of the material and brand name, if any;
- Name and address of the manufacture;
- Batch or code number;
- Process of drying;
- Month and year of Manufacturing or packing;
- Net mass.
- Direction for storage;
- Best for consumption upto DECEMBER, 2013 (month and year in capital letters);

or

Best for consumption within Twelve month from the date of packing /manufacture;

- Direction of reconstitution;
- The container contains equivalent of 265 lts.(aapox.) of Skimmed milk;
- Any other requirements under the Standards of weights and Measures (Packaged Commodities) Rules ,1977 and Food Safety and Standard Regulation 2011 and Rules framed thereunder.

- BIS Certification Marking.

The product may also be marked with the Standard Mark.

The use of the Standard mark is governed by the provisions of Bureau of Standards Act, 1986 and the Rules and Regulations made thereunder. The details of conditions under which the license for the use of Standard Mark may be granted to manufacturers or producers may be obtained from the Bureau of Indian Standards.

### 3.. Sampling:-

The method of drawing representative samples of the material and criteria for conformity shall be as prescribed in Annex B of IS 1165.

4. Supply is to be made at

5. **Validity: Offer should be valid for 4 (four) months from the date of opening.**

6. Only one single rate should be quoted per M.T. for a single month, F.O.R. destination. Necessary Taxes & Duties as are leviable should be indicated separately in the offer. The rates quoted should be kept firm throughout the period of contract. No price variation can be entertained.

7. Delivery should be effected within 1 week of scheduled month of supply.

8. Materials are to be delivered by Road Transport. Consignment should be well protected during transportation to avoid any damage by heat or rain. Vehicle carrying the materials should not carry another materials whatsoever under any circumstances.

9. In one truck, maximum two batches of S.M.P. can be supplied.

10. Consignment supplied in a month should be manufactured not earlier than the preceding month.

11. In case articles of two batches are supplied in one truck, the supplier will make arrangement for separate stacking of two batches at his own expense for convenience of sampling and stack them again in the normal manner in the Go-down at HIMUL Dairy, Matigara.

12. Sampling from each batch should be done separately by adopting notional random sampling methods in presence of representative of supplier, if they choose to remain present.

13. Copy of the Test Report can be provided to the supplier within 3 (three) days of sampling of the materials, if desired.

14. The test by the HIMUL Dairy, Quality Control Section should be done in presence of the representative of the supplier, if he is available at HIMUL Dairy. He should also put his signature in the Test Report along with remarks, if any. Since testing is normally done within office hours, it is expected that the representative of the supplier will be present during sampling

15. In case the representative of the supplier is not present during sampling, the request from the party for re-sampling and re-testing will not be entertained.

16. In case a Truck is unloaded during late afternoon hour when sampling and testing is not feasible during the same day, unloaded stock should be separately kept and on the next working day sampling and testing from that stock would be done first.

17. In case any defect is detected in article of a particular batch, that article from other bags of that batch would not be used and kept separately for replacement by the supplier.

18. In case any particular batch is Rejected the supplier should lift the same immediately after intimation from our end. But before leaving Central Dairy will prominently mark outside the bags, "REJECTED". This would also apply to lumpy bags, even after, the supplier would be asked to replace any bag subsequently detected for lumps or any-other defects within the guarantee

period (shelf life). It may be mentioned that the supplied consignment should have shelf life of 12 months from the date of manufacturing.

19. In case articles from two batches are sent in one truck and there is defect in sample from one batch, that would not affect the acceptability of other Batch. But if any particular Batch is rejected, further supply bearing the same Batch No. will not be accepted.

20. Supply should confirm to the specifications given.

21. The rate quoted and validity of the same should be indicated clearly in the Tender offer.

22. Only the manufacturer of Skimmed Milk Powder should offer rate.

23. Tenderer should offer 'FIRM RATE' as no negotiation will be made after opening of the tender.

24. Chief Executive Officer, HIMUL reserves the right to accept or reject any tender offer wholly or partially without assigning any reasons.

25. All disputes must be within the jurisdiction of Kolkata High Court, Kolkata.

**The intending bidders are requested to submit their tender in tender box kept at **on** or before **August 2013** within **4 p.m.** as per scheduled programme annexed herewith.**

**After evaluation of Technical Bid, those who qualify their Financial Bid shall be opened. The technical proposal (BID-A) will be opened on or after 2:00 p.m. **August 2013**. n Bidders or authorized representatives may remain present in the office of the undersigned at the time of opening of the Technical Proposal (BID-A).**

**For further information, the bidders are requested to please contact the undersigned.**

The undersigned reserves the right to reject/or all tender/s 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.

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

**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.**

Sd/-

CEO, HIMUL

# **TERMS & CONDITIONS**

## **1. SUBMISSION OF THE TENDERS:**

The tender is to be submitted in a two Bid System:-

**Technical Proposal: “BID–A”**

**1. EMD**

**2. NIT**

**NON-STATUTORY COVER/ MY SPACE** containing the following documents:

<b>Sl. No</b>	<b>Category</b>	<b>Sub Category Description</b>
<b>1.</b>	<b>CERTIFICATES</b> All valid up to 31.3.2013. All certificates are to be furnished in English Vernacular Affidavits are not valid. Scanned original copy	<b>VAT Registration certificate.</b> <b>Sales Tax Registration and clearance Certificate</b> <b>Trade Licence.</b> <b>PAN card.</b>
<b>2.</b>	<b>COMPANY DETAILS (valid up to 31st March, 2013 &amp; Scanned original copy)</b>	<b>Manufacturing Licence.</b> <b>Current Income Tax return.</b>
<b>3.</b>	<b>CREDENTIAL (All valid up to 31st March, 2013 and Scanned original copy)</b>	<b>FSSAI License</b> <b>BIS certificate</b>

**FINANCIAL COVER: BID- B:**  
**BOQ:**

The folder as “Financial Bid” shall contain

Uniform BASE RATE per M.T. including Excise Duty (if any) incidental charges, i.e. Delivery Charges (F.O.R. destination), Cost of transportation, packing, insurance, loading & unloading charges and exclusive of VAT, to be quoted in the bill of quantities (BOQ) for supply at HIMUL dairy as mentioned in the Tender Notice.

**The original Bank D.D. against Earnest Money Deposit (EMD) or documents in support of EMD exemption should be submitted physically to the Office of The HIMUL as per scheduled date & time**

No Original EMD along with hard copies of Technical bid (BID-A) will be accepted after 12:00 Noon of 20th August 2013.

## **2.EVALUATION OF TENDERS**

During the tender Evaluation Process, the **Technical Proposal (Bid A)** will be opened first. Those bidders who have qualified the **Technical Proposal** as described in BID –A containing **statutory documents & non-statutory documents** will be identified and only their **Financial Cover (“Bid B”)** will be opened. Financial Cover (Bid B) will not be opened and will be summarily rejected if that Bidder fails to meet the technical & other requirements participating in the tender.

The Financial Cover (Bid B) of those bidders passing the technical & other requirements will only be opened.

Tender committee will not be bound to accept the lowest tender rate in respect of evaluation of tender.

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

## **3. AGREEMENT**

The successful bidder will have to enter into a contractual agreement with the Himalayan Co-operative Milk Producers' Union Ltd., in the standard format embodying the tender terms & conditions in Non-Judicial Stamp Paper worth Rs.10/- (Rupees Ten) only. Prescribed Agreement must be signed also by the Authorized Signatory of the tendering firm concerned.

## **4.SUPPLY/DELIVERY**

Supply should be made strictly as per our delivery schedule supply should be made to the Store.

## **5. PAYMENT**

Tax Invoice against all supplies is/are to be sent in TRIPLICATE and should invariably be submitted along with supplies.

Payment shall be made after executing the order satisfactory in all respect. However, no interest shall be paid to the firm, if the payment is delayed due to whatsoever reasons. In no circumstances, delivery schedule should be affected & or linked with the payment of outstanding bills. The payment of bills shall be withheld, in case of violation of any tender terms & conditions

## **6. MISCELLANEOUS**

- i) Tender pre-requisites such as Earnest Money Deposit, Trade License, etc., will be accepted on line as per scheduled more clearly described in the programme.
- ii) If the submission and opening of tender is not possible on the scheduled date & time due to any unavoidable circumstances, the same will be done on immediate next working day at the same time prescribed in the tender. The bidder shall not be informed separately in this regard.
- iii) The offer may go to the next bidder, if the successful bidder fails to perform the contract.
- iv) No negotiation/enquiry/subsequent representation regarding rate/quantity/quality or otherwise will be entertained after closing of Bid submission Tender.
- v) No Import License, any sort of permit, etc. in respect of any item will be provided from this Milk Union and the Tendering Firm should have relied on their own resources.
- vi) 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.
- vii) The undersigned reserved the right to reject any or all of the tenders at any stage without assigning any reason thereof and will not be bound to accept the Lowest Tender Rate.
- viii) Any dispute /difference arising out of this Tender will be referred to the sole arbitrator to be appointed by the undersigned and the same will be held at Kolkata. Arbitrator will have the power to pass interim order and will be guided by the Arbitration & Conciliation Act, 1996.

- ix) When a Tendering Firm submitted their tender in response to this Notification, they will be/ deemed to be made after clear understanding of all relevant points. Any offer made in response to this tender when accepted by the Tendering Authority will constitute a contract between the parties.
- x) Non-compliance to any terms & conditions laid herein shall constitute a breach of contract and penalty for non-compliance shall be enforced very rigidly.
- xi) Any bidder with repacking license will not be considered as manufacturer.
- xii) Firm quoting rates on behalf of its Principal should indicate that it is a DIVISION of the principal firm.
- xiii) 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.
- xiv) Firms located outside the State of West Bengal must have to execute supply through their local branches of this state or through Authorized Agent/ Distributor/ Dealers otherwise; their Tenders will not be accepted. Pertaining to the branch office of the State (West Bengal), they must submit duly attested photo copy of Trade License etc. at the time of issue of the order.
- xv) 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.

## **7. SCHEDULE PROGRAMME**

- 1 . Date of Publishing of N.I.T. & other Documents :-16/08/2013

Bid Submission closing 04:00 pm 29/08/2013

Bid opening date for Technical Proposal-BID-A 2.00 pm 30/08/2013

Date for opening of Financial Proposal:-30/08/2013. at 4.00 pm.

## **8. WITHDRAWAL / CANCELATION & PURCHASE POLICY OF TENDERING AUTHORITY.**

The tendering authority reserves the right to withdraw any item from the tender at any stage. The selection of such item, if already made in favour of any bidder, shall be treated as cancelled.

1. The tendering authority reserves the right to reject or accept any tender or part thereof at any stage or to split any tender without assigning any reason. Withdrawal of tender or any revision after submission of tender by the bidder will not be allowed.
2. Purchase will, however be made following the existing purchase policy of Govt. of WB & its amendment(s) made from time to time. The purchase policy of the State Govt. as provided in the West Bengal Financial Rules.

Sd/-  
**CEO, HIMUL**