

# **BIDDING DOCUMENT**

Purchase /Supply of Steam Coal “B” Grade

(Complete Bidding Document)

The Ballabgarh Co-Operative Milk Producer’s Union Ltd.,  
Milk Plant, Ballabgarh.

**THE BALLABGARH COOP. MILK PRODUCERS UNION LTD.**

**MILK PLANT BALLABGARH -121004**

(AN ISO-9001-2008 & ISO 22000:2005 CERTIFIED UNIT)

Phone : 0129-2242376/ 2244494

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E-mail: [vitabl@gmail.com](mailto:vitabl@gmail.com)

TIN No.06971208866 dated: 21.07.92

**E-TENDER NOTICE**

E-tenders under two bid system i.e. technical and financial bids are hereby invited for following through online bid.

S.No	Item	Total Cost InRs.	EMD	Bid Documents Fee+ E-Service Fee (Rs.)	Start date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Steam Coal "B" Grade (Calorific Value 5500 KJ/Kg.)	Rs.45.0 Lacs	Rs.75000/-	500+1000=1500	01.05.2017	20.05.2017

For further detail and e-tendering schedule visit website <https://haryanaeprocurement.gov.in> & <https://vitaindia.org.in>.

For any query may contact on these no. 0129-2242376, 2244494

Chief Executive Officer,  
Milk Plant, Ballabgarh.

**INVITATION FOR BID**  
**(IFB)**

## DETAIL NOTICE INVITING ONLINE TENDER

**E-TENDERS** are invited for following jobs in single stage two cover system i.e. request for pre-qualification/technical bid (online bid under PQQ/Technical Envelop) and Request for Financial Bid (Comprising of Price bid Proposal under online available Commercial Envelop):-

S.No	Item	Total Cost InRs.	EMD	Bid Documents Fee+ E-Service Fee (Rs.)	Start date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Steam Coal "B" Grade (Calorific Value 5500 KJ/Kg.)	Rs.45.0 Lacs	Rs.75000/-	500+1000=1500	01.05.2017	20.05.2017

Willing parties shall have to pay the detail of EMD, are required to be filled/provided scan copies at the of online bid preparation state, the Bidders are required to keep the EMD, tender document detail ready beforehand.

**Note:-** Interested Bidders are requested to deposit the EMD in shape of FDR/TDR/Bank Guarantee/ Online etc. in favour of The Ballabgarh Co-Operative Milk Producers Union Ltd., Milk Plant, Ballabgarh.

Under this process, the Pre-qualification /Technical Online bid Application as well as online Price bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelop. Eligibility and qualification of the applicant will be first examined based on the detailed submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this tender document. The price Bid under the second cover shall be opened for only those applications whose PQQ/technical Applicants are responsive to eligibility and qualification requirements as per Tender documents.

**1. The payment for Tender Document fee shall be made by eligible bidders online directly through internet Banking Accounts and e-service Fee through Debit Card & Internet Banking Account. The Payment for EMD can be made online directly through RTGS. NEFT or OTC please refer to online Payment Guideline available at the single e-Procurement portal of GOH (Govt. of Haryana) and also mentioned under the Tender Document.**

**2. Intending bidders will be mandatorily required to online Sign-up (create user account) on the website <http://haryanaeprocurement.gov.in> in to be eligible to participate in the e-Tender. He/she will be required to make online payment of towards EMD fee mentioned above in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his/her bids for respective event/Tenders.**

**3. The interest bidders must remit the funds at least T+1 working day (Transaction day + one working day) in advance i.e. on or before (Hence mention the Expiry Date & Time of EMD submission) and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder/Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tender at <http://haryanaeprocurement.gov.in>**

The interest bidders shall have to pay mandatorily e-service fee (non refundable) of Rs. 1500/- (Rupee One Thousand Five Hundred Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization network.

Sr. No.	HDDCF Stage	Contractor Stage	Start Date & Time	Tender submission End Date
1	-----	Tender Document Download and Bid Preparation	01.05.2017 at 10:00 AM	20.05.2017 at 5:00 PM
2	Tender Opening	22.05.2017 at 2.30 PM		
3	Opening of Technical & Financial Bid	22.05.2017 at 2:30 PM		

**Important Note:-**

- 1) The Application /bidders have to complete Application/Bid preparation & submission stage on schedule time as mentioned above. If any Applicant/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his /her Application /bid status will be considered as Application/bids not submitted.
- 2.) Application/ bidder must confirm & check his / her Application /bid status after completion of his/her all activities for E-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that there work must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee, e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.
- 5.) The approval of the acceptance of tender will rest with the concerned competent authority who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of tender received without assigning any reason.
- 6.) The earnest money deposited for the tender will not be returned to the bidders till the acceptance of tender or three months or after finalization of tender, whichever is earlier.

The bids shall be submitted online in two separate envelopes

### **Envelope 1: Technical Bid**

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

### **Envelope 2: Commercial Bid**

The bidders shall quote the prices in price bid format under Commercial Bid.

### **CONDITONS:-**

- 1) DNIT & Prequalification criteria can be seen on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next Working day.

The time and place of receipt of tenders and other conditions will remain unchanged.

- 4) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 5) The tender without earnest money / bid security will not be opened.
- 6) One Contractor shall be assigned only one job in case his tender is found lowest for more than one job
- 7) The jurisdiction of court will be at **Faridabad Courts**.
- 8) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without **assigning** any reason and no claim whatsoever on this account will be considered.
- 9) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of '**manual submission of Bids**. If any Bidder/ Trenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the earnest money shall stand forfeited. Bids shall be valid for 90 days from the date of bid closing i.e. from last date of manual submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.

Chief Executive Officer,  
Milk Plant, Ballabgarh.

## Terms & Condition

### **1.0 ELIGIBILITY AND QUALIFICATION REQUIREMENTS**

- 1.1 The bidders must meet the following minimum qualifying criteria:
  - 1.1.1. The Bidder must be in the business of related categories.
  - 1.1.2 The bidder should have valid registration under various Acts that may be applicable for the contract proposed.
  - 1.1.4. Bidder should upload scan copies of necessary documents towards proof of their eligibility and qualification requirement.
- 1.2 In addition to the above, the following information/documents should also be upload on the website by the bidders towards eligibility requirement:
  - 1.2.1 Copy of the TIN No.
  - 1.2.2 Permanent Account No. for income tax purpose.

### **2.0 Bidding Document**

- 2.1 Interested eligible bidders may obtain further information from The Ballabgarh Cooperative Milk Producers Union Limited, Milk Plant, Ballabgarh email ID: [vitabl@gmail.com](mailto:vitabl@gmail.com) & can be downloaded online from the portal <https://haryanaetenders.gov.in> by the bidders on the Portal. The bids to be submitted online are required to be digitally signed; the bidders are therefore advised to obtain Digital Signature at the earliest. For further details, terms & conditions please visit the website

### **3.0 Opening of Bids**

- 1.1 All the bidders should upload their bids in cover I – Technical Bid and cover II- Price Bid. The technical Bid (cover I) shall contain all the details (Annexure A) EXCEPT FOR THE PRICE. The Bids shall be opened in the presence of Bidder's their authorized representatives on the date specified above.

### **4.0 Rights Reserved by Milk Plant, Ballabgarh**

- 4.1 The Ballabgarh Cooperative Milk Producers Union Limited, Milk Plant, Ballabgarh does not bind itself to accept the lowest Bid. MILK PLANT BALLABGARH reserves the right to award the job either in part or full. MILK PLANT BALLABGARH at its sole discretion and without assigning

any reason thereof, also reserves the right to accept any/ or reject any or all Bids.

**5.0 Bid Currencies:-**

- 5.1 For the service covered in this Bidding Documents, price will be quoted in Indian Rupees only.

**6.0 Period on Validity of Bids :-**

- 6.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by Milk Plant, Ballabgarh. A bid valid for a shorter period shall be rejected by the Bidder as non responsive.

**7.0 Clarification of Bids**

- 7.1 To assist in the examination, evaluation and comparison of the bids Milk Plant, Ballabgarh may ask the Bidders for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**8.0 Preliminary Evaluation of Bids**

- 8.1 The Bidder will examine the bids to determine whether they are complete whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

**9.0 General Conditions of Contract**

- 9.1 Definitions

In this contract, the following terms shall be interpreted as indicated.

- 9.2 The "Contract" means the agreement entered into between the Purchase i.e. Milk Union of HDDCF and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 9.3 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- 9.4 "The Purchaser means the Organization purchasing the services under the contract.
- 9.5 "The Supplier" means the firm providing the services under this contract.



## **10.0 Payment**

- 10.1 The payment will be made through a/c. payee cheque on Fortnightly basis after submission of the bill along with certified reconciliation statement of material supplied & received back duly verified by the concerned Milk Union.
- 10.2 All payments under this contract shall be made in Indian Rupees only.

## **11.0 Applicable Law**

- 11.1 The contract shall be interpreted in accordance with the laws of the Union of India.
- 11.2 TDS and other taxes, if any shall be borne by the hired/ engaged/ party.
- 11.3 Bank guarantee of Rs. \_\_\_\_\_ lacs or equivalent of stock of one week, whichever is more towards security of finished products/ package material etc. lying with the plant/ party from any nationalized bank valid for the period of contract, **which may further be extended in case of extension of agreement.** Bank guarantee should be submitted to coordinating Milk Union, within 10 days of the issue of the contract order failing which it shall be presumed that you are not interested to carry out the job/ contract communiqué and EMD/ security deposited by you may be forfeited in that case. The work shall be commenced only after getting furnished the Bank guarantee.
- 11.4 Any dispute arising on the contract shall be to the sole arbitration of the Managing Director, the HDDCF Ltd; Panchkula whose decisions shall be final and binding on both the parties.
- 11.5 The party shall submit an agreement on non-judicial stamp paper of Rs. 100/- mentioning therein all the terms and condition of the agreement and tender or other specified by Milk Unions.
- 11.6 Tender without earnest money will be straightway rejected.
- 11.7 No interest shall be paid for the earnest money deposit for the period during which it (the earnest money) lies in deposit with The Ballabgarh Cooperative Milk Producers Union Limited.
- 11.8 The earnest money in respect of successful tenderer shall get converted into the security amount to be retained by Milk Union, Ballabgarh for the period of contract including extended period. If any, no interest shall be paid this security deposit.
- 11.9 Negligence on the part of tenderer in preparing the tender confers not right to withdraw the tender after it has been opened.

- 11.10 The Specific conditions, schedules, annexure of the tender constitute an integral part of tender.
- 11.11 The tenderer whose tender is accepted (hereinafter called the contractor) will be required to enter into an agreement with the union (s) / unit (s).
- 11.12 The tenderer must give proof of this identity i.e. sales tax no. PAN (permanent account no.) services tax no. or any other proof which clarifies his identity.
- 11.13 The terms and conditions mutually agreed shall be subject to the Force Majeure Clause. Neither the contractor nor the Milk Union shall be considered in default in performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolutions, civil commotion, strike epidemic, accident, fire, wind, flood, earthquake or because of any law order, proclamation, regulation, or ordinance of any Government or any act of god or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected should one or both of the parties be prevented from fulfilling his/ their contractual obligations by a state Force Majeure lasting continuously for a period of six months, the two parties should consult with each other regarding the future implementation of the agreement / purchase order.
- 11.14 All the annexure are to be filled up completely in all respects & enclosed asked for therein must be provided.
- 11.15 Tender forms as issued must be uploaded with all enclosures to this office duly signed in token of acceptance of the terms & conditions mentioned therein.
- 11.16 No term or condition in addition to those mentioned above & those given in the heading "Special Conditions of the Contract" will be agreed to. Tenders containing additional conditions are liable to reject.

### **POINTS BIDDERS SHOULD BEAR IN MIND.**

1. Bids containing deviations from bidding document terms & other requirements may be rejected.
2. Bids not accompanied by bid security (Earnest money deposit) shall be summarily rejected.
3. Non-compliance with even a minor technical requirement should be specifically stated by the bidders. However no deviation in technical specifications will be entertained.
4. Bidders should furnish their complete address for the purpose of further correspondence pertaining to bidding documents.
5. Corrections in the bid should be noted over and initiated at the place of corrections.
6. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after it was opened.
7. Specifications, conditions, schedules and drawings of bidding document constitute and integral part of the bid.
8. All the bids, along with enclosures, drawings and technical literature, should be in English only.
9. Bidding document shall be covered and interpreted according to the system and Components under tropical conditions.
10. All the bidders should submit relevant documents to prove their eligibility along with their bid and also the qualification with required documentation.
11. Bids should be kept valid for acceptance for a period of 90 days from the day bids are opened.
12. All the bidders should quote for the items as per the specifications and details given in this bidding document only.
13. The bid prices should be quoted strictly in accordance with bidding terms and conditions.
14. The purchaser reserves the right to accept or reject any or all bids without any explanation to bidders.
15. The bidder will enclose the duly signed copy of terms & conditions, specifications along with offer.

## **General Terms & Conditions**

### **SPECIFICATIONS OF STEAM COAL "B" GRADE**

STEAM COAL GRADE "B" HAVING CALORIFIC VALUE 5500 KCAL AND SIZE OF COAL 1 ½".

**N.I.T.**

**TERMS & CONDITIONS**

1. Prices: The price quoted should be on F.O.R. site basis inclusive of packing and forwarding, freight, insurance and octroi etc.
2. All the leviable taxes, duties, excise-duty, surcharge etc. should be indicated clearly amount wise. Simply writing taxes and duties extra will not suffice. Otherwise same will be treated as inclusive.
3. Any leviable Govt. contract tax etc. & ESI will be borne by the party.
4. **Consignee:** Consignee will be Chief Executive Officer, The Ballabgarh Coop. Milk Producers Union Ltd., Milk Plant, Ballabgarh.
5. **Payment Terms:**  
100 % on receipt of material at site and its acceptance & inspection/Test Report.
6. **Delivery:** Delivery of the material will be required from June 2017 to September 2017
7. **Penalty:** The work has to be completed as per the specified period otherwise penalty @ ½ % per week subject to a maximum 5 per cent of the value of the unfinished part of the contract will be levied.
8. **Security Deposit:** The earnest money deposit will be converted into security deposit and no interest will be paid on this amount till it remains with the Milk Plant, Ballabgarh. The EMD will be refunded only after the successful completion of the work.
9. **Risk Purchase:** In case the supplier fails to supply / complete the work allotted in the stipulated period to the entire satisfaction, Milk Union reserves the right to go in for the risk purchase of the equipment at the risk and cost of the supplier.
10. **Arbitration:** In case of dispute, Managing Director of the Haryana Dairy Dev. Coop. Fed. Ltd., Panchkula will be the sole arbitrator.
11. Shortage: No Shortage will be allowed.
12. If calorific Value is found less than prescribed limit payment shall be made proportionately.

### **TECHNICAL BID**

<b>S.No</b>	<b>Particular of bidder</b>	<b>Details</b>	<b>Bidder Response (Yes/No)</b>
<b>1</b>	<b>Name &amp; Address</b>		
<b>2</b>	<b>Mobile Number</b>		
<b>3</b>	<b>Pan No</b>		
<b>4</b>	<b>Tin No.</b>		
<b>5</b>	<b>Sales Tax No</b>		

**PRICE BID**

<b>Sr. No.</b>	<b>Particular</b>	<b>Total Cost per MT(In Rs.)</b>
1.	Rate of Steam Coal "B" Grade ( FOR Milk Plant Ballabgarh i.e. Inclusive of Coal Value,Excise Duty,Loading, Freight, Octroi, Unloading, SalesTax/CST against Form C )	