



THE PUDUCHERRY CO-OPERATIVE MILK PRODUCERS' UNION LIMITED NO. P. 1
Vazhudavoor Road, Kurumampet, Pondicherry – 605 009.
Phone: 0413-2271607, 2275331, Fax: 0413-2271505 e-mail: ponlaitmd@gmail.com
Cell: 9942994116 / 9942994127

TENDER FOR THE DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF ROTARY RACK OVEN AT PONLAIT

TENDER NOTICE

Tender Type	Two Bids type (Technical and Price Bid)
EMD	Rs. 18,000/- submitted by DD drawn in favor of "The Pondicherry Co-operative Milk Producers' Union Ltd," payable at Puducherry
Tender form and documents can be obtained from	a. Download from website http://www.py.gov.in
	b. Administrative Office, PONLAIT, Puducherry
Tender Publishing Date	09.05.2023 at 10.00 a.m.
Document Download start date	09.05.2023 at 10.00 a.m.
Document Download end date	22.05.2023 at 12.00 p.m.
Pre-bid meeting	15.05.2023 at 11.00 a.m.
Bid submission start date	09.05.2023 at 10.00 a.m.
Bid submission end date	22.05.2023 at 12.00 p.m.
Technical bid opening date	22.05.2023 at 03.00 p.m.
Price bid opening date	22.05.2023 at 03.30 p.m.

MANAGING DIRECTOR

THE PONDICHERRY CO-OPERATIVE MILK PRODUCERS' UNION LTD., NO. P.
1Vazhudavoor Road, Kurumampet, Pondicherry – 605 009.

Ref. No. Ponlait / Purchase / Diesel operated Bread Baking Oven / 2021-22

TENDER FORM
TENDER FOR THE DESIGN, SUPPLY, INSTALLATION AND
COMMISSIONING OF ROTARY RACK OVEN AT PONLAIT

1) Name and Address of the Bidder :

a) Factory :

b) Residence :

2) Contact Phone No. and Cell No.

a) Factory :

b) Residence

:

3) Trading / Business Registration No.

a) GST No. :

(Please attach Proof)

4) Details of Tender Deposit (E.M.D) :

a) Name of the Bank :

b) Amount :

c) D.D. No. and Date :

5) The Bidder should have previous experience in having supplied similar type of equipment to companies / firms / Dairies / Co-operative Institutions in Puducherry or outside Puducherry and submit records with client list along with Part-I Technical bid. Previous Purchase order / Work order copies from any firms, Co-operative institution or dairies or food industries to be enclosed.

- :
- 6) Satisfactory performance / completion certificate from the previous clients of the Bidder for the similar type and capacity of equipment should be attached with Part-I technical bid, failing which the offers will not be considered.
 - 7) Brochure/Catalogue for similar capacity equipment.

DECLARATION

I S/o.....
Certify that the particulars furnished above are correct and true to the best of my knowledge. I have read the tender conditions carefully and agreed to abide by the same.

Signature of the bidder /Authorized Signatory

Station:
Date :

Seal



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TENDER FOR THE DESIGN, SUPPLY, INSTALLATION AND
COMMISSIONING OF ROTARY RACK OVEN AT PONLAIT

PART I

TECHNICAL BID

THE PONDICHERRY COOPERATIVE MILK PRODUCERS' UNION LTD., NO. P. 1
Vazhudavoor Road, Kurumampet, Pondicherry – 605

**TERMS AND CONDITIONS OF TENDER FOR THE DESIGN, SUPPLY,
INSTALLATION AND COMMISSIONING OF ROTARY RACK OVEN AT PONLAIT**

Sealed tenders are invited from reputed manufacturers / suppliers / authorized dealers or any other legal entity in India for the Design, Supply, Installation and Commissioning of Rotary Rack Oven - 1 number respectively to be installed and commissioned at the Pondicherry Co-operative Dairy.

1. TENDER SCHEDULE:

Sl. No.	Particulars of Tender	Date	Time
1	Publishing Date	09.05.2023	10.00 a.m.
2	Document Download start date	09.05.2023	10.00 a.m.
3	Document Download end date	22.05.2023	12.00 p.m.
4	Pre-bid meeting	15.05.2023	11.00 a.m.
5	Bid submission start date	09.05.2023	10.00 a.m.
6	Bid submission end date	22.05.2023	12.00 p.m.
7	Technical bid opening date	22.05.2023	03.00 p.m.
8	Price bid opening date	22.05.2023	03.30 p.m.

2. PRE-QUALIFICATION TERMS AND CONDITIONS

- (1) Tender should be submitted in the prescribed form downloaded from Government of Puducherry website www.py.gov.in.
- (2) Tender should be submitted in two parts / covers i.e. Part-I (Technical bid) and Part-II (Price bid).
- (3) Separate Cover should be used for Part – II (Price Bid).
- (4) Both the covers of Technical Bid and Price Bid should be placed together in a separate cover.
- (5) All the three covers should be in sealed condition.
- (6) The tenders should be submitted to PONLAIT in the prescribed form in a sealed cover superscripted as “Design, Supply, Installation and Commissioning of Rotary Rack Oven” on or before the date mentioned in the tender schedule.

- (7) All the tender documents, terms & conditions and technical specifications should be duly signed and sealed.
- (8) Any tender sent through Fax / e-mail will not be considered.
- (9) If the tender opening day is declared as holiday, the tender will be opened on the subsequent working day. The Pondicherry Co-operative Milk Producers' Union Ltd., will not be held responsible for postal or other delays. Tender received after due date and time will not be considered.
- (10) The Tenderers who are submitting valid documents along with the EMD alone will be allowed to participate in the tender.

3. TECHNICAL BID CONDITIONS:

PART – I (OR) TECHNICAL BID

Part – I of the Tender should contain the following documents.

- (1) Technical Bid - Terms and Conditions should be duly signed and sealed by the tenderer / bidder.
- (2) EMD should be given with details of Demand Draft and amount.

Particulars	<u>Design, Supply, Installation and Commissioning of Rotary Rack Oven</u>
EMD Amount	Rs. 18,000.00

- (3) In case, any bidder is represented by any agent, a letter of authorization should be submitted by the bidder.
- (4) The Bidder should have previous experience in having supplied similar type of equipment to companies / firms / Dairies / Co-operative Institutions in Puducherry or outside Puducherry and submit records with client list along with Part-I Technical bid. Previous Purchase order / Work order copies from any firms, Co-operative institution or dairies or food industries.
- (5) Satisfactory Performance / Completion certificate from the previous clients of the Bidder for the similar type and capacity of equipment should be attached with Part-I technical bid, failing which the offers will not be considered.
- (6) Brochure/Catalogue for similar capacity equipment.

(7) If any bidder fails to submit the above documents along with Part-I, his tender will be rejected summarily.

(8) Technical bid check list:

Kindly ensure compliance of the under mentioned requirements as per Tender terms and conditions for opening and evaluation of Technical Bid.

4. PRICE BID CONDITIONS:

PART –II (OR) PRICE BID

(1) Part – II of the Tender should contain the price offer in the prescribed format.

5. OPENING OF TENDERS:

(1) Part-I tenders will be opened before the Committee on the date and time mentioned in the tender schedule in the presence of the bidders or their authorized representatives, who are present at that time.

(2) After evaluation of Part-I tenders by the Committee, the eligible bidders will be declared and Part-II tenders of eligible bidders will be opened on the date and time mentioned in the tender schedule.

6. EARNEST MONEY DEPOSIT (EMD):

(1) The EMD should be remitted by way of Demand Draft in favour “The Pondicherry Co-operative Milk Producers’ Union Ltd.” payable at Puducherry and it will not carry any interest.

Particulars	Design, Supply, Installation and Commissioning of Rotary Rack Oven
EMD, Rs.	18,000.00

(2) EMD shall be given with details of D.D. number, date and amount.

(3) Tenders submitted without EMD will be summarily rejected.

7. SECURITY DEPOSIT:

- (1) After evaluation and finalization of per qualification / technical bids and price bids, L1 quoted Bidder would be required to sign an agreement and furnish a Security Deposit for the value of 5% of the Lowest quoted value within two days.
- (2) The EMD already paid along with Tender shall be adjusted in the Security Deposit to be paid by the successful Bidder on the request of the bidder.
- (3) The security deposit will be refunded only after expiry of one year of satisfactorily complying with the work.
- (4) On termination of contract, the Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor.
- (5) No exemption will be given for payment of Security deposit under any circumstances as per Act and the same should be remitted by Demand Draft within 15 days of intimation of acceptance of tender. Bank guarantee will not be accepted.
- (6) No interest will be paid on the Security Deposit.

8. AGREEMENT CONDITIONS:

- (1) The successful Bidder has to execute an agreement on Rs.100/- non judicial stamp paper incorporating the terms and conditions of the contract and the specification within 2 days from the date of opening of the tender. In case of default of either of the conditions (i.e.) remitting the security deposit and execution of the agreement within the time allowed the EMD paid is likely to be forfeited by the Union.
- (2) If the contractor fails to execute the contract satisfactorily at the tendered rate the security deposit will be forfeited by the Union.
- (3) If the Union incurs any loss / additional expenditure due to the negligence of the contractor in connection with the work during the period of contract, the same shall be recovered together with all charges and expenses from the contractor.
- (4) The breakages or damages, if any, caused by the contractor to the property of the Union, the cost will be recovered from the contractor.
- (5) For violation of any of the terms and condition of the contract, the Union reserves the right to terminate the contract, with or without notice as applicable.

9. DELIVERY PERIOD:

- (1) The equipment shall be supplied within 20 days from the date of issue of the Purchase order.
- (2) It is mandatory on the part of the bidder to Supply, Install and Commission of Rotary Rack Oven and take successful trials immediately.
- (3) Time being the essence of contract no variation shall be permitted in the delivery time as prescribed in the delivery schedule. If the tenderer fails to supply and execute the work in full or part of the order as per the delivery, schedule, the Union shall reserve the right to cancel the order besides forfeiture of Security Deposit.

10. GUARANTEE/ WARRANTY:

- (1) The successful bidder should take care of one year warranty from the date of installation of equipment at site.
- (2) The onsite warranty and service shall be carried out and replacements of equipment till the repaired equipment to be placed for operation.

11. PAYMENT TERMS

- NO ADVANCE PAYMENT WILL BE MADE.
- 60% of basic price + 100% taxes and other charges shall be released on receipt of the equipment / materials in good condition at the respective destination.
- 35% payment after successful installation of the equipment.
- Balance 5% payment after expiry of warranty period of one year.
- N.B. NO OTHER TERMS OF PAYMENT WILL BE ENTERTAINED
- The variation in the statutory levies and taxes by Union Territory / Central Government shall be effected on the end price to the benefit of either the tenderer or the Union as the case may be.

11) DISPUTES AND ARBITRATION:

The parties agree that any mutual dispute with regards to terms of this Contract shall be handled through Arbitration, as per the following terms, between them:

- I. THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of / under or in connection with or relating to the

construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (IV) herein below, and that the award made in pursuance thereof shall be binding on the parties;

- II. AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the Contract;
- III. AND THAT, the parties agree that the place of Arbitration shall be at Pondicherry in the Union Territory of Puducherry;
- IV. AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Managing Director, The Pondicherry Co-operative Milk Producers' Union Ltd. (PONLAIT) shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties:
Provided that before requesting the Managing Director, The Pondicherry Co-operative Milk Producers' Union Ltd. (PONLAIT) for appointing an Arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a time period of 3 months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Managing Director, The Pondicherry Co-operative Milk Producers' Union Ltd. (PONLAIT).
- V. AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;
- VI. AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;
- VII. AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefor, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute

resolution within 6 months or at most with an extension, on mutual consent, of another 6 months;

- VIII. AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2% on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:

Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment;

- IX. The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.

IN WITNESS WHEREOF, Shri_____, for and on behalf of the President of India being the party of the FIRST PART AND the Contractor, Shri/ Ms_____ od M/s _____ for and behalf of the Party of the SECOND PART above named, have set their hands on the date as aforementioned.

(PARTY OF THE FIRST PART)
PART)

(PARTY OF THE SECOND

WITNESSES:

1.

2.

WITNESSES:

1.

2.

11) LEGAL JURISDICTION:

In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause or otherwise, they can appeal to court. The courts situated in Pondicherry / Chennai shall have jurisdiction to entertain such disputes.

12) CAUTION:

- I. Non-compliance of the EMD clause entail in summarily rejection of the tender as per the terms and conditions of the tender.
- II. No exemption for security deposit will be given and it is to be paid by Demand Draft. Form XVI will not be given for concessional rate of Tax.

The Managing Director, PONLAIT reserves the rights to extend/reject/accept any/part/all tenders with or without assigning any reason thereof.

MANAGING DIRECTOR

TECHNICAL BID CHECK LIST

S.No.	Details	Yes/No
1	Sealed cover and duly superscripted as "Design, Supply, Installation and Commissioning of Rotary Rack Oven"	
2	EMD, Rs.18,000/-	
3	Tender form duly filled in and signed	
4	Bidders profile showing companies details on communication address and contact persons in the prescribed format here with.	
5	Past experience in supply and installation equipment by way of client list of any firms/Co-op. Institutions Dairies / Food Industries. Necessary Purchase Order/ work Order received from client for the supply of equipment.	
6	Completion/satisfactory performance certificate from the client for similar capacity equipment.	
7	Brochure/Catalogue for similar capacity equipment.	
8	Copy of the Technical Specifications duly signed.	

After the verification of above documents by the Purchase Committee the tenders of the bidders will be admitted in the Technical Bid and then only the Price Bid will be opened.

Signature of the bidder /Authorized Signatory

Station:

Date :

Seal

TECHNICAL SPECIFICATION

**TENDER FOR THE DESIGN, SUPPLY, ERECTION AND COMMISSIONING OF
ROTARY RACK OVEN AT PONLAIT**
(Two Bids System)

1. Rotary Rack Oven – 336 Gas / Diesel 2 in one

S.No	Description	Specification
1	Tray Size	45 X 70 cm
2	Number of Trolley	Double per batch
3	Capacity	Not less than 336 Bread per batch
4	Number of Trolleys	3
5	Outer Body	SS finish
6	Platform & trolley	M.S finish
7	Power	3.75 Hp
8	Blower Motor Brand	Stark – Reputed Brand
9	Blower Motor Power	3HP H Class
10	Motorwith gear box	0.5 HP420 ratio 3 phase(Transtech Brand/Reputed Brand)
11	Trolley	Aluminum Temperature Coating
12	Burner	GAS FS10 Riello
13	Brand	Riello
14	Body	Outer 1.5mm thickness
15	Chamber	SS 2mm Thickness
16	Insulation	Polybond rock wool slab 64kg/50mm (7sqmt) Ceramic Board – 25 mm thick

Note: The supply includes Diesel tank, chimney pipe and fittings.

Signature of the bidder /Authorized Signatory

Station:

Date :

Seal



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TENDER FOR THE DESIGN, SUPPLY, INSTALLATION AND
COMMISSIONING OF ROTARY RACK OVEN

PART II

PRICE BID

THE PONDICHERRY CO-OPERATIVE MILK PRODUCERS' UNION LTD., NO. P. 1
Vazhudavoor Road, Kurumampet, Puducherry 605 009.

Phone: 0413-2271607, 2275331

e-mail: ponlaitmd@gmail.com

PRICE BID

Sl. No.	Particulars	Rotary Rack Oven – 336 Gas / Diesel 2 in one
1	Quantity	1 NUMBER
2	Basic Price, Rs. (rate for one equipment as per the Technical Specifications in Rupees including all charges namely design, supply, loading, freight, unloading, installation, commissioning and training charges)	
3	GST, Rs.	
4	TOTAL	

Signature of the Tenderer /
Authorized Signatory

Seal

DECLARATION

I....., S/o

Certify that the particulars furnished above are correct and true to the best of my knowledge. I have read the tender conditions carefully and agreed to abide by the same.

Signature of the Bidder /
Authorized Signatory

Station:

Date:

Seal