The Mother Dairy Calcutta invites e-tender offer for procurement of **1000 MT** Skimmed Milk Powder (F.O.R Dankuni Rate per kg) from manufacturer of Skimmed Milk Powder(SMP) exclusively from State/ Multi State Milk Unions/ Coop./Federations/ Govt. Dairies/ Dairy Sector PSUs in prescribed forms for execution of the following work.(Submission of Bid through online). No participants other than those mentioned herein above are allowed.

- **The manufacturing date of commodity should be from October 2018 onwards.**

<table>
<thead>
<tr>
<th>Tender Reference</th>
<th>Pur/Tender/072/SMP/ Dated-28.11.2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start date of availability of Tender document in website.</td>
<td><strong>30.11.2018</strong></td>
</tr>
<tr>
<td>Last date for availability of Tender documents in website.</td>
<td><strong>21.12.2018</strong></td>
</tr>
<tr>
<td>Last date &amp; time for receipt of bids</td>
<td><strong>21.12.2018</strong> up to 02.00 P.M.</td>
</tr>
<tr>
<td>Place of submission of bids</td>
<td><strong>On line</strong></td>
</tr>
<tr>
<td>Date and time of opening of bids</td>
<td><strong>24.12.2018 at 02.00 p.m.</strong></td>
</tr>
<tr>
<td>Venue of opening of bids</td>
<td><strong>Mother Dairy Calcutta</strong></td>
</tr>
<tr>
<td>Address for Communication</td>
<td><strong>Mother Dairy Calcutta</strong></td>
</tr>
</tbody>
</table>

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Chief General Manager  
Mother Dairy Calcutta
INVITATION FOR BIDS

1. Mother Dairy Calcutta, P.O.Dankuni Coal Complex, Dist. Hooghly, West Bengal, Pin-712310 intends to procure Skimmed Milk Powder (S.M.P.) exclusively from State/ Multi State Milk Unions/ Coop./Federations/ Govt. Dairies/ Dairy Sector PSUs having current and valid (i) FSSA-2006 & BIS registration certificate, (ii) GSTIN Certificate and (iii) Registration Certificate under Company Act if any as per the terms, conditions, specifications, etc. as mentioned in this tender document.

2. Interested State/ Multi State Milk Unions/ Coop./Federations/ Govt. Dairies/ Dairy Sector PSUs may obtain further information from the Office of Mother Dairy Calcutta at Dankuni.

3. Detailed terms, conditions, specifications are contained in the tender document. Other details are given below :-

<table>
<thead>
<tr>
<th>a. Bid reference</th>
<th>Pur/Tender/072/SMP/ , dated 28.11.2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. Last date and time for receipt of bids</td>
<td>21.12.2018 upto 02.00 P.M.</td>
</tr>
<tr>
<td>d. Date and time of opening of bids</td>
<td>24.12.2018 at 02.00 p.m.</td>
</tr>
<tr>
<td>e. Receiving of bids</td>
<td>On line</td>
</tr>
<tr>
<td>g. Address for communication</td>
<td>Mother Dairy Calcutta P.O. Dankuni Coal Complex Dist. Hooghly, West Bengal Pin – 712 310</td>
</tr>
<tr>
<td>h. Supply schedule</td>
<td>Jan’2019 &amp; Feb’2019</td>
</tr>
<tr>
<td>i. Rate of SMP</td>
<td>Single Rate should be quoted.</td>
</tr>
</tbody>
</table>

4. The Mother Dairy Calcutta reserves the right
   i) to approach the other valid bidders for supply of materials at the L1 rate for the required balance quantity with the same terms & conditions, in case the L1 bidder is unable to supply the entire/required quantity.
   ii) to accept any or reject any or all tenders considering past performance and/or for any other reasons as may be deemed fit and proper in the interest of Mother Dairy Calcutta.
   iii) to decide/divide purchase orders without assigning any reason whatsoever.
   iv) to cancel the tender process at any time prior to placing of purchase orders without thereby incurring any liability to the affected bidders or any obligations to inform the affected bidders of grounds of acceptance or rejection.
   v) to relax the terms and conditions mentioned in the tender document in case of bidders belonging to the Public/Co-operative Sector/ Milk Federation.

2. Terms and Conditions of Bid and Instruction To Bidders

1. Introduction
   Mother Dairy Calcutta, hereinafter referred to as "The Purchaser", invites sealed bids from reputed manufacturers mentioned as above for supply of SMP.

2. Bidding Document
   2.1. In addition to the Invitation for Bids, the tender document includes the following:
       a) Terms and Conditions of Bid and Instruction to Bidders
       b) General Terms and Conditions.
c) Specifications of SMP.
d) Tender Offer for Supply of SMP(Annex-A)
The Bidder is expected to check and examine all instructions, terms and conditions of supply, specifications of SMP and will be responsible for rejection of bid in case all the requirements of this bidding document are not fulfilled by them.

2.2. The Purchaser may modify the bidding document by amendment at the Purchaser's own requirement at any time prior to the deadline for submission of bid. The amendment will be notified as corrigendum in the website and this shall be binding on them all. The Purchaser may extend the deadline for submission of bid in order to provide the prospective bidders sufficient and reasonable time required for taking care of the amendment.

3. Preparation of bids
3.1. Documents to be submitted with the bid are:
(a) Completed tender offer, signed on all pages with price and delivery schedule.
(b) Copies of current and valid FSSA-2006 Licence, BIS certificate, PAN, GSTIN registration and Acknowledgement certificate as mentioned in the NIT. All the pages of such copies shall be signed and sealed with date by the Bidder.

4. Submission of bid
4.1. The Bidder shall submit/upload the bidding document through Online and stamped & signed by the Bidder on all pages. Offers without seal and signature of the Bidder on all pages of the bidding document (as per clause no.2.1) and without the documents to be submitted with the bid (as per clause no.3.1), shall be summarily rejected.

4.2. Bids must be received by the Purchaser at the specified site, not later than the indicated date and time for receipt of the bids. The Purchaser may extend the deadline for submission of bids by amending the tender document at their discretion. Any bid received by the Purchaser after the indicated deadline for submission of bids, shall be rejected and shall not be considered.

4.3. Bidder may modify or withdraw the bid after submission of the same, provided the bidder inform in writing to the Purchaser prior to the deadline for submission of bid. The Bidder's modification or withdrawal notice shall be sealed and marked in accordance with the above. No bid shall be modified after the deadline for submission of bid. No withdrawal of bid shall be allowed during the interval between the deadline for submission of bids and expiry of the period of bid validity.

5. Bid opening and evaluation
5.1. The Purchaser will open the bids in presence of the Bidders or their representatives at the place, date and time specified in the invitation for bid. The Bidders or their representatives may present, shall sign the attendance register. The Purchaser will announce during the opening of the bids, Bidders' names, quoted unit price and total price, modifications, withdrawals, information on bid security and such other details considered appropriate. The Purchaser immediately after opening of the bids, may ask the Bidders for clarifications to facilitate examination, evaluation and comparison of the bids. Request for clarification may be made either verbally or in writing and its response shall be in writing, and no change in price or matter of the bid shall be sought, offered or permitted.

5.2. The Purchaser will examine the bids as to whether those are complete, whether there is any error in computation or otherwise, whether required securities have been deposited, whether documents have been signed and whether the bids are generally in order.
If there is a discrepancy between unit price and total price, the unit price shall be considered and the total price shall be corrected accordingly. If the Bidder does not accept the cost thus calculated, the bid shall be rejected. If there is any difference between words and figures, the amount in words shall be taken into consideration. Incomplete or part bid or conditional offer shall not be considered for evaluation and shall be rejected.

The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not amount to any major deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

5.3.  Any discount offered will be taken into consideration by the Purchaser for evaluation of bids so as to determine the lowest bid price.

5.4.  Contacting the Purchaser by the Bidder on any matter relating to the bid from the time of bid opening to that of award of Purchase Order or any effort by the Bidder to influence the Purchaser, may result in the rejection of the bid.

6.  Award of Purchase Order:-

6.1.  Successful Bidder will be awarded with Purchase Order for supply of SMP as per schedule mentioned therein. In case of eligible bidders who have previously never bid for/supplied SMP, an initial trial order shall be placed and on successful performance of the trial order the Purchaser will place further Purchase Order on those Bidders.

Terms and Conditions of Bid and Instruction to Bidders, General Terms and Conditions and Specifications of SMP will be part of Purchase Order and this will be annexed with the Purchase Order.

7.  Bidder's confirmation

Bidder(s) must confirm that the Bidder(s) has/have joined the Tender Process with full knowledge of the terms and conditions of the Tender Paper and that the Bidder(s) does not have any reservation or say in connection therewith.

3.  General Terms and Conditions

1.  Definitions:-

General terms and conditions shall apply to the extent that those are not superseded by provisions in other parts of the Purchase Order. The following terms as indicated in this tender document, shall be interpreted as:

a)  "SMP" means Skimmed Milk Powder prepared from fresh Cow milk or Buffalo milk or a combination thereof, as per FSSA-2006.

b)  "The Purchaser" means the organisation purchasing SMP from the Supplier. Here the purchaser is Mother Dairy Calcutta, P.O. Dankuni Coal Complex, Dist. Hooghly, West Bengal, Pin-712 310.

c)  "Purchase Order" means the order issued by the Purchaser for purchasing SMP to the successful Bidder, hereinafter referred to the Supplier, including attachments like Terms and Conditions of Bid and Instruction to Bidders, General Terms and Conditions and any other documents to fulfil the requirements of the purchase.

2.  Standards and specifications

SMP supplied by the Supplier under this order shall conform to the latest ISI Standard, i.e. IS 13334 Part- I, 1998, FSS Act 2006 and other specifications laid down by Mother Dairy Calcutta. Specifications are detailed in Specifications of Skim Milk Powder which is a part of this tender document.

3.  Date of production and shelf life

The Supplier shall ensure that the supplied Skim Milk Powder’s manufacturing month shall not be before October-2018 as on date of receipt of SMP at the Purchaser's place. Supplied SMP shall have a minimum shelf life of 1(one) year from the date of manufacture.
4. **Packing and marking**

SMP shall be packed in minimum 80 microns food-grade polythene bags containing 25 kg (net) SMP. Upper end of bags shall be twisted around, bent and securely tied with string/thread or strong rubber band followed by packing in inside poly-laminated craft-paper bags which shall be machine stitched.

The SMP bags shall be marked with name of the Supplier, material description, quantity, batch number, date of manufacture and any other labelling requirements as per standards for Weights & Measures (Packaged Commodities Rules) and relevant rules of FSSAI. SMP bags received at the Purchaser’s place in damaged or open condition, shall not be accepted. The supplier shall be responsible for taking back such bags at their own risk and responsibility.

Delivery of SMP by the Supplier shall be done in trucks to the Purchaser's Stores or to the Warehouse in and around Kolkata as directed by the Purchaser. The supplier shall deliver maximum two batches of SMP in one truck to be considered as one consignment and this shall be arranged in proper order in the truck for easy identification. If this instruction is not followed by the Supplier despite one reminder by the Purchaser, the Purchaser will be at liberty to reject or charge a penalty at their discretion and this shall have to be accepted by the Supplier.

The Supplier shall clearly mention the place(s) of despatch with complete address and quantity of Skim Milk Powder to be supplied from the place(s) to facilitate issue of necessary certificates, Way Bills and CST declaration forms if required. Delivery Challans for every consignment shall indicate batch numbers.

Way Bills will be issued by the Purchaser to the Supplier or their authorised transporter on submission of the Supplier's Proforma Invoice clearly mentioning:

- Total quantity,
- Rate and total value,
- Name of check post,
- Loading per truck and value,
- Transporter's name and address, and
- Place of despatch.

The Supplier should indicate Purchase Order no. and date in the challans for release of consignment through check post against Way Bill and ensure that the consignment must pass through a single check post.

5. **Delay in delivery**

The Supplier shall have to deliver SMP in accordance with the month wise delivery schedule and/or the due date of delivery as specified in the Purchase Order. If the Supplier at any time faces extreme conditions and reasons hampering timely delivery of SMP, the Supplier shall promptly inform the Purchaser in writing mentioning the facts of delay, likely duration of delay and reasons for delay. The Purchaser shall immediately evaluate the situation and may apply discretion and allow extension of the date of delivery without penalty, in which case the extension of delivery shall be ratified by amending the Purchase Order.

6. **Excess/short supply**

Variation in supply quantity of Skim Milk Powder shall be permissible only up to $\pm 5\%$ of the quantity ordered in Purchase Order.

7. **Inspection and testing**

The Purchaser shall/may inspect the Quality at the Supplier's plant and machinery and the manufactured Skim Milk Powder at the Supplier's Plant.
8. **Rejection**

8.1 Inspection and testing of Skim Milk Powder supplied by the Supplier will be done at the Purchaser's place or at supplier’s place. The Purchaser reserves the right to reject the supplied Skim Milk Powder either in part or in full if Skim Milk Powder is found not conforming to the specifications of Skim Milk Powder indicated in the tender document. Rejection, if any, will be intimated to the Supplier by the Purchaser in writing and the Supplier shall send their representative within 48 hours from the date of receipt of information from the Purchaser for counter-checking of the tests. Upon counter-checking of tests, the Supplier and the Purchaser shall put their signatures on the final test report. Skim Milk Powder thus rejected finally, shall be taken back by the Supplier at their own risk and responsibility within 48 hours after joint testing.

8.2 If the quality of Skim Milk Powder deteriorates within the shelf life period, the Supplier will be informed in writing by the Purchaser for joint inspection and the Supplier shall send their representative within 48 (forty eight) hours from the date of receipt of intimation of the Purchaser for joint inspection. Quantity of Skim Milk Powder rejected during such joint inspection shall be determined, recorded and signed jointly.

8.3 The supplied Skimmed Milk Powder(SMP) shall also be rejected either in part or in full if the Skimmed Milk Powder has passed the initial laboratory tests for inspection but afterwards foreign particles are found. Quantity of Skimmed Milk Powder rejected during such inspection shall be determined recorded and signed jointly.

8.4 In all the above cases if the Supplier fails to take back the rejected materials within 48 hours, charges for storage, insurance, interest and any other charges incurred by the Purchaser shall have to be reimbursed to the Purchaser by the Supplier. The paid amount for the rejected quantity shall be recovered from the supplier.

9. **Payment:**

9.1 Full payment of a consignment shall be released by the Purchaser within 15 days from the date of receipt of Skim Milk Powder by the Purchaser on submission of bill by the Supplier attaching other necessary documents subject to approval of the Purchaser after initial inspection and testing.

9.2 The Supplier shall submit bills to the Purchaser in triplicate addressed in the name of Chief General Manager, Mother Dairy Calcutta, P.O. Dankuni Coal Complex, Dist. Hooghly, West Bengal, Pin –712 310. The Supplier shall attach with the bills original challan and any other relevant document(s) as may be demanded by the Purchaser.

10. **Assigning:**

The Supplier shall not assign, in part or full, their obligations to perform under the Purchase Order.

11. **Change of Purchase Order:**

The Purchaser may change delivery schedule and/or increase the ordered quantity of supply if found needed or decrease the ordered quantity of supply in case of any deviation from the terms and conditions and the specification of Skim Milk Powder as indicated in different parts of the tender document, by giving written order to the Supplier. In case of reduction in ordered quantity by the Purchaser, the Supplier shall have no right to claim any demurrage/loss against the Purchaser for any reason whatsoever at any time.

12. **Cancellation of Purchaser Order:**

12.1 The Purchaser shall, without prejudice to any other remedy for breach of terms and conditions of Purchase Order, by written notice of default sent to the Supplier, cancel the Purchase Order in part or in whole.
a) If the Supplier fails to supply Skim Milk Powder in part or in full within the time period specified by the Purchaser or any extension whatever granted by the Purchaser (as per clause no.8).

b) If more than 10% of the total ordered quantity of supplied by the Supplier is rejected during inspection and testing/recombination.

c) If the Supplier fails to perform any other obligation(s) of the Purchase Order.

12.2. The Purchaser shall at any time cancel the Purchase Order to the Supplier:

a) If the Supplier becomes bankrupt or otherwise insolvent.

12.3. The Purchaser shall cancel the Purchase Order to the Supplier if it comes to the knowledge of the Purchaser at any time that a legal case has been initiated by any statutory Authority or any other appropriate Authority in connection with the quality of Skimmed Milk Powder(SMP) manufactured by the Supplier.

12.4. The Purchaser shall cancel the Purchase Order to the Supplier if at any time sample of Skimmed Milk Powder supplied by the Supplier is drawn by any Statutory Authority or any other appropriate authority at the Purchaser's place and a discrepancy is detected by the said authority in connection with the quality of Skimmed Milk Powder. In such case the Supplier shall also be solely responsible for such discrepancy in quality and any action taken by the said authority in this regard.

13. Notice
Any Notice given by the Purchaser to the Supplier or vice-versa shall be sent in writing. A notice shall be effective when delivered or on the effective date mentioned in the Notice, whichever is later.

14. Force Majeure Clause
The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the Supplier nor the Purchaser shall be considered in default in performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, proclamation, regulation or ordinance of any Government or of any act of God or of any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected.

If the Force Majeure situation arises, the Supplier shall promptly notify the Purchaser or vice-versa in writing of such condition and the causes thereof. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract.

15. Resolution of disputes and arbitration clause
The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arisen between them under or in connection with the Purchase Order. If after 30 days from the commencement of such informal negotiation, both are unable to resolve the dispute or disagreement, either party may decide to refer the same to the sole Arbitrator, Managing Director, West Bengal Co-operative Milk Producers Federation Ltd., Block LB-2, Sector-III, Salt Lake City, Kolkata- 700098. The decision of the Arbitrator shall be final and binding on the Purchaser and the Supplier.

The Honourable High Court at Kolkata shall have exclusive jurisdiction as regards any dispute/arbitration under these terms irrespective of any jurisdiction clauses mentioned hereinafore or subsequently in other place(s). The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under or any enactment or statutory modifications thereof for the time being in force.
Specifications of Skim Milk Powder


Skim Milk Powder to be used for reconstitution purpose, shall be prepared by spray drying of fresh skimmed milk of cow milk or buffalo milk or a combination thereof by removal of water, as per FSS Act 2006. Flavour of SMP or of the milk reconstituted from SMP shall be sweet, pleasant and clean. The supplier shall ensure that adequate process control, food safety, good manufacturing practices and hygiene are maintained during the process of manufacture of SMP. The parameters shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Parameter</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Organooleptic test</td>
<td>Acceptable</td>
</tr>
<tr>
<td>2.</td>
<td>Moisture by weight</td>
<td>4.0% (max.)</td>
</tr>
<tr>
<td>3.</td>
<td>Titratable acidity (As Lactic acid% by mass)</td>
<td>1% (Min.) – 1.5%(Max.)</td>
</tr>
<tr>
<td>4.</td>
<td>Insolubility index</td>
<td>1.0 ml.(Max.)</td>
</tr>
<tr>
<td>5.</td>
<td>Total ash (on dry matter basis) %by weight</td>
<td>8.2% (Max.)</td>
</tr>
<tr>
<td>6.</td>
<td>Fat% by weight</td>
<td>1.5% (Max.)</td>
</tr>
<tr>
<td>7.</td>
<td>E.Coli</td>
<td>Absent per gm.</td>
</tr>
<tr>
<td>9.</td>
<td>Staph.aureus (coagulase positive)</td>
<td>Less than 10 per gm.</td>
</tr>
<tr>
<td>10.</td>
<td>Aerobic spore count (B.cereus)</td>
<td>100 per gm. Max.</td>
</tr>
<tr>
<td>11.</td>
<td>Anaerobic spore count (clostridium purfringenes)</td>
<td>10 per gm. max.</td>
</tr>
<tr>
<td>12.</td>
<td>Listeria monocytogenes</td>
<td>Absent per gm.</td>
</tr>
<tr>
<td>13.</td>
<td>Standard plate count per gm.</td>
<td>40,000 (Max.)</td>
</tr>
<tr>
<td>14.</td>
<td>Coliform Count</td>
<td>10 per gm. (Max.)</td>
</tr>
<tr>
<td>15.</td>
<td>Neutraliser test</td>
<td>Negative</td>
</tr>
<tr>
<td>16.</td>
<td>Alcohol test</td>
<td>Negative when tested with 60% ethyl alcohol (v/v)</td>
</tr>
<tr>
<td>17.</td>
<td>Adulterants</td>
<td>Negative</td>
</tr>
<tr>
<td>18.</td>
<td>Milk protein in milk solids not fat</td>
<td>Not less than 34% mass/mass</td>
</tr>
</tbody>
</table>

Scorched particles test shall be within equivalent to Disc B of IS 13500, 1992 standard. No foreign particles shall be found floating on the surface of reconstituted milk and also, there shall not be any precipitation at the bottom of reconstituted milk storage tank after emptying of reconstituted milk.
16. ANNEXURE – A(offer Form) to be uploaded with Finance Bid

Tender Offer for Supply of Skimed Milk Powder with Price and Delivery Schedule

Date: ____/____/_______

The Chief General Manager
Mother Dairy Calcutta
P.O. Dankuni Coal Complex
Dist.Hooghly,
WB 712310

Bid Reference: ________________________________

After examining the tender document thoroughly, I/we, the undersigned hereby offer to supply skim milk powder (SMP) in conformity with the said tender document comprising all the terms, conditions, specifications of skim milk powder etc. in accordance with the price and delivery schedule given hereunder.

We accept all the terms, conditions, standards and specifications of SMP etc. of the tender document in this tender offer and this acceptance shall prevail upon us. We undertake to commence and carry out supply of SMP in case of your award of Purchase Order to us if our bid is accepted. We return herewith the entire tender document as per your direction, duly putting our signature and seal with date on each page in token of our confirmation and acceptance of the full terms and conditions of your tender document. We agree to abide by this bid for a period of 30 days from the date of opening of bids as indicated in the Invitation for Bids. In case of acceptance of our bid by you, the Purchase Order issued by you and accepted by us shall constitute a binding contract between us.

We understand that you reserve the right to increase or decrease the quantity of purchase or to accept any or reject any or all tenders considering past performance and/or for any other reason(s) as may be deemed fit and proper in the interest of Mother Dairy Calcutta or decide/divide purchase orders without assigning any reason whatsoever and to cancel the tender process at any time prior to the way of placing purchase orders without thereby incurring any liability to the affected bidders or any obligations to inform the affected bidders of grounds of acceptance or rejection.
Price and delivery Schedules of SMP are indicated as below :

<table>
<thead>
<tr>
<th>Delivery Period</th>
<th>HSN code of SMP</th>
<th>Quantity in Kg (SMP)</th>
<th>Price F.O.R Mother Dairy Calcutta at Dankuni / Nominated cold store including loading, unloading, Transportation, Insurance, GST, duties, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Unit Price (Rs./Kg.)</strong></td>
</tr>
<tr>
<td>Jan-2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feb-2019</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Price Break up**: Basic Price/ kg Rs.__________ + GST % ______ = Total FOR Dankuni Price/kg.

Dated this ________________ day of ________________, 20______________

Signature of Bidder           :          ____________________________________________
Name & Designation        :           ____________________________________________
Name of the Company      :           ____________________________________________
Address                             :            __________________________________________
Fax No.                             :           __________________________________________
Mobile No.                        :          __________________________________________
E. Mail No.                        :          __________________________________________
Seal of the Company          :         __________________________________________