

NOTICE INVITING TENDER

The Bhagirathi Cooperative Milk Producers' Union Limited invites Online Tender (E-Tender) in two bid system for procurement installation and commissioning of FTIR Based Milk Analyzer along with annual maintenance and service contract for 1 year.

BU/DAIRY/NPDD/4564

Dated 15.02.2020

IMPORTANT DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing) of N.I.T. Documents (Online)	15.02.2020 at 1700 hrs
2	Documents download start date (Online)	15.02.2020 at 1705 hrs
3	Documents download end date (Online)	29.02.2020 at 1700 hrs
4	Date of hosting of documents at departmental website (www.bhagirathimilk.com)	15.02.2020 at 1710 hrs
5	Technical Bid proposal submission start date (Online)	15.02.2020 at 1715 hrs
6	Bid Submission end date (Online)	29.02.2020 at 1700 hrs
7	Technical bid opening date	02.03.2020 at 1700 hrs
8	Pre bid Meeting (The Office of The Bhagirathi Cooperative Milk Producers' Union Limited)	20.02.2020 at 1100 hrs
9	Financial Bid Opening date	To be Notified Later

The details of work are given below:

Nature of Work	Procurement installation and commissioning of FTIR based Milk
	Analyzer
Scope of Work	Procurement installation and commissioning of FTIR based Milk
	Analyzer
Estimated Cost of	Rate to be offered by the bidder
Work	
Bid Inviting	The Managing Director of The Bhagirathi Cooperative Milk Producers'
Authority	Union Limited
Eligibility Criteria	Credentials:
	1. Experience: Minimum 1 year experience within the last five
	years in supply installation and commissioning of FTIR based

	analyzer of equivalent cost. Experience certificate from competent authority supporting the claim must be uploaded in the Technical Bid
	Folder.
Statutory & Non	1. GST Registration Certificate
Statutory	2. PAN Card
Documents	3. Trade License
Documents	4. Company Profile
	5. Latest IT Return (2018-19)
	 6. Valid NSIC/MSME certificate in case of NSIC/MSME holders.
	7. Documents in support of Credentials (i.e. Work Completion
	Certificate for supply installation and commissioning of FTIR
	based Milk Analyzer)
	8. Installation and performance certificate issued by clients.
	9. Printed technical literature / catalogue of the offered model of the
	equipment.
	10. Duly filled in Manufacturers' authorization letter (for authorized
	channel partner)
	All these documents are mandatory. Failure to upload the documents
	will result in disqualification during technical bid. No document is to
	be sent physically.
Earnest Money	The EMD amounting to Rs. 1,70,000/- should be deposited online
Deposit	through Net Banking, NEFT/RTGS in favour of The Bhagirathi
	Cooperative Milk Producers' Union Limited payable at Berhampore.
	EMD shall not carry interest.
	Valid NSIC/MSME holders are exempted from EMD.
	Tenderers will select the Tender to bid and initiate payment of pre- defined EMD for that tender by selecting from either of the following payments modes (vide Finance Department Memorandum no. 3975 - F(Y) Dt. $28/07/2016$):
	1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through IClCI Bank Payment Gateway.
	2. RTGS/NEFT in case of offline payment through bank accounts in any Bank.
	Payment procedure.
	a) Payment by Net Banking (any listed bank) through IClCI Bank Payment Gateway :
	1. On selection of net banking as the payment mode, the bidder will be directed to IClCI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
	2. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
	3. Bidder will receive a confirmation message regarding success/failure of the transaction.

2. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of The Bhagirathi Cooperative Milk Producers' Union Limited maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
3. For transaction failure, the bidder will again try for payment by going back to the first step.
b) Payment through RTGS/NEFT:
1. On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
2. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
3. Once payment is made, the bidder Will come back to the e- Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
 4. If verification is successful, the fund will get credited to the respective Pooling account of The Bhagirathi Cooperative Milk Producers' Union Limited maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road for collection of EMD/Tender Fees. 5. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
6. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.
B. Refund/Settlement Process:
i. After opening of the bids and technical evaluation of the same by the Quotation inviting authority through electronic processing in the e-Procurement portal of the State Government, the Quotation inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender inviting authority.

	iii. Once the financial bid evaluation is electronically processed in the e Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the Quotation inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.
	iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within $T+2$ Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
	v. As soon as the Ll bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –
	 a) EMD of the Ll bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the Ll bidder. b) EMD of the Ll bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder. In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.
	vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.
	vii. Once the EMD of the Ll bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.
	viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.
Bid Document	The bid document is available in the E-Tendering Portal of Govt. of West Bengal <u>https://wbtenders.gov.in</u> .
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	Rate shall be quoted in the Financial bid
	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).
	The rate quoted 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.
Validity of Bid	180 days
E Tender registration and bidding	ONLINE BIDDS : The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below: Companies\ Agencies\ bidders who are interested in participating e tenders are requested to contact the representatives of NIC for registration, computer setting and clarification on e-tendering Online tenders can be submitted by logging in the e –Tendering portal of Govt. of West Bengal i.e. <u>https://wbtenders.gov.in</u> .
	ONLINE BID SUBMISSION : 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.
Important Instructions	Names of the technically qualified bidders as per the bid criteria after verification with original & evaluation will be displayed in the e-portal.
	The financial bid documents of the technically qualified bidders will only be opened.
	List of Financial comparison chart of bidders will be published after opening of Financial Bid. The Managing Director, Bhagirathi Cooperative Milk Producers' Union Limited reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reasons whatsoever.
	All duties, taxes, toll and other levies payable by the Bidders under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder.
Download of	1. Download of Tender
Tender	Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. <u>https://wbtenders.gov.in</u> .The tender will be submitted in two bid system i.e. Technical bid & Financial bid only through online.
	2. Online Bid submission procedure
	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 <u>https://wbtenders.gov.in</u> ii. Digital Signature certificate (DSC): Each bidders 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.
	iii. Tender Download: The bidders can search & download NIT & Tender Documents electronically from computer once he logs in to the e-Tendering portal <u>https://wbtenders.gov.in</u> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
	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).
Award of Contract	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.
Publication of Tender	1. E-Procurement Portal Govt. of West Bengal (<u>https://wbtenders.gov.in</u>)
	 Website of the Milk Union (<u>www.bhagirathimilk.com</u>) Office Notice Board

TECHNICAL SPECIFICATIONS FOR FTIR BASED MILK ANALYSER

Equipment

- A. The equipment should be used for Milk Standardization, Adulteration Screening and Quality determination of Raw, Intermediate and Processed Milk.
- B. The equipment should have Dedicated Inbuilt Calibrations for Milk, Cream, Whey and Yoghurt.
- C. The equipment should be able to monitor the following parameters in Milk.
 - Fat
 - Protein
 - Lactose
 - Total solids
 - SNF
 - FPD
 - Total Acidity

- Density
- FFA
- Citric Acids
- Casein
- Urea
- Glucose
- Galactose
- D. Equipment should be provided with a standard pre-calibrated module for screening and Quantification of Adulterants like
 - 1. Ammonium Sulphate
 - 2. Detergent
 - 3. Glucose
 - 4. Maltose
 - 5. Melamine
 - 6. Salt
 - 7. Sodium Carbonate
 - 8. Sodium Citrate
 - 9. Sorbitol
 - 10. Starch
 - 11. Sucrose
 - 12. Urea
 - 13. Vegetable Oils when mixed with Chemical Emulsifiers
 - 14. Formaldehyde
- E. In other product equipment shall be able to analyse the following parameters:
 - 1. Yoghurt: Fat, Protein, Total Solids
 - 2. Whey: Fat, Protein, Total Solids, Lactose
 - 3. Cream: Fat, Protein, Total Solids, Lactose, SNF
- F. Method Set Up: It would be responsibility of the bidder to set up all the methods in different products and standardize the instrument for work after proper verification.
- G. The equipment should be based on the proven FTIR technology and should follow IDF (International Dairy Federation) standard 141, ISO 9622 and AOAC Official Method 972.16.
- H. The equipment should provide fast measurements up to 120 measurements per hour and the analysis time including Milk Parameters and Adulterants should be 30 seconds per sample.
- I. The equipment should be easy to use with a single button operation on the main instrument.
- J. The instrument should be supplied with LIMS facility with a Networking Manager Software with Data Networking facility through a cloud software service, providing update on instrument diagnostics, automatic backup of sample data, remote network management and central access to result and data.
- K. The equipment should be provided with a software of Control chart for monitoring instrument stability and status.
 - 1. Easy Slope & Intercept adjustment
 - 2. Development of new calibrations
 - 3. Outlier detection

- L. The equipment should be CE labelled and should comply with international safety guidelines. Certificate of these shall be submitted.
- M. Technical requirements
 - 1. Accuracy $\therefore \le 1\%$ CV on major cow / buffalo or mix milk components
 - 2. Repeatability $:\leq 0.25\%$ CV on major raw milk components
 - 3. Analysis time : 30 seconds for milk and adulterants
 - 4. Sample Volume: Less than 15 ml analysis
 - 5. Sample Temp : Approx. 5 55° C
 - 6. Cleaning : Should be Automatic and Programmable
 - 7. Optical System: Should be Hermetically sealed and Humidity Controlled
 - 8. Calibration range: Fat: upto 50%;

Protein: upto 7%

Lactose: upto 7% Total Solid: upto 50%

- N. Vendor should provide branded PC of configuration of along with a suitable printer suitable for equipment operation with sufficient data storage, speed and ease of operation. Sufficient port to for transferring online data and support data transmission.
 - 1 GHz CPU speed (minimum)
 - 8 GB RAM
 - 64 GB free disk space
 - NTFS File system
 - 4 x USB connector
 - 1 GB Ethernet
 - DVD R/W Drive
 - Windows 7, either 32 Bit or 64-Bit versions
- O. Consumable and Accessories: Equipment should be supplied along with appropriate reagents, consumables, spares, preventive maintenance kits and accessories for routine operations of 2 years. The requirement of these supplies for samples would be given to bidder on six monthly basis or on mutually agreeable dates.
- P. Training: Basic training on operation/maintenance to be arranged by the bidder after installation of the equipment along with calibration development to be done for parallel/alternate milk products. The advance training on these should be conducted as per the request from end user, on mutually agreeable dates. The equipment should also be supplied with user manuals required for installation and training.
- Q. Warranty: Equipment shall be supplied with minimum a warranty of one year from the date of installation. Bidder should undertake on site preventive maintenance visits minimum 2 visits during the warranty period apart from the breakdown visits. Warranty would apply to all the accessories supplied by bidder.
- R. 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.

S. Demonstration and Evaluation

We reserve the right to verify the performance of equipment at any stage of purchase process. The bidder is requested to arrange all the pre-requisite timely for successful demonstration and evaluation.

T. Compliance

The bidders are requested to provide point wise compliance for each point in specification along with documentary evidences. The reference of compliance information in submitted offer shall be clearly specified. The offer with incomplete/untraceable information may not be considered. Any type of unwarranted canvassing for selection of instrument may lead to rejection of the offer.

- U. No offering of refurbished/assembled/demo modules No part of the offered instrument shall be refurbished or used in demonstration purpose. Kindly submit undertaking.
- V. The AMC charges for two years shall be quoted after the expiry of warranty period.
- W. It is the responsibility of vendor to supply a complete solution / unit for the analysis.
- X. Vendor should be able to supply all the spares / consumable required for repair at least 8-10 years after installation.

Terms and 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. The Bhagirathi Cooperative Milk 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 of the Bidders and seek clarification/information regarding bids within the stipulated time frame, their proposals will be liable for rejection.
- 4. Inspection of materials may be undertaken at the supplier's premises whenever necessary by the Tendering Authority/ any officer authorized by the undersigned.
- 5. The Bidders should 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. The service must be attended within 24 hours from the receipt of the information.
- 6. Supply, installation & commissioning of the ordered item with all accessories must be completed within 60 (sixty) days from the date of order. Trial run of the whole unit will be done in presence of Milk Union's authorized personnel. Trial run report shall be submitted duly signed by the authorized personnel. Training of Operation & Maintenance

to the operator will have to be imparted free of cost at the time of Commissioning & Trialrun.

- 7. Breakdown service: Firm should be liable to provide the breakdown service within 24 hours.
- 8. **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 The Bhagirathi Co- Operative Milk 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 The Bhagirathi Co-operative Milk Producers' Union Ltd.

IT IS OBLIGATORY FOR THE BIDDER TO NOTE THAT FAILURE TO MAINTAIN DELIVERY& I/C SCHEDULE OF ORDERED ITEM WILL HELD 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.

- 9. **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 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 the Bhagirathi Milk Union reserves the right to cancel the contract without assigning any reason thereof. On termination of Contract the Security Deposit will be forfeited and the resultant loss shall be recovered from the company. The subsequent company will be blacklisted for 3 years.
- 10. Place of Delivery, Installation and Commissioning: The office of The Bhagirathi Cooperative Milk Producers' Union Ltd. Feeder Dairy, Panchantala, Berhampore, Murshidabad, Pin-742101, West Bengal.
- 11. Conditional *and* incomplete tender will not be entertained. Violation of one or more clause will result in rejection of the tender
- 12. The accepting authority (The Bhagirathi Cooperative Milk Producers' Union Ltd.) reserves the right to reject any or all the tenders without assigning any reason whatsoever and will not be bound to accept either the lowest tender or any of the tenders.
- 13. The rate quoted by the bidder shall be inclusive of all taxes Excise Duty, GST and other charges/ taxes if any for the delivery of the goods in the office of The Bhagirathi Cooperative Milk Producers' Union Ltd.
- 14. EMD of the lowest bidder shall be converted to Security Deposit and will be refunded after successful execution of the contract. EMD of unsuccessful bidders shall be refunded as per E-Tender norms mentioned above. EMD shall not carry interest.

- 15. Mode of transportation for the supply of the goods to our site will be arranged by the bidder.
- 16. Materials dispatched from the bidder until or unless reaches the Place of Delivery is the sole responsibility of the bidder. The Milk Union will not be responsible for any damage in transit, loading or unloading and no claim in this regard will be entertained.
- 17. Loading and Unloading and Transit insurance of the goods will be the responsibility of the bidder and no claim regarding this will be entertained.
- 18. Complete documentation like principal warranty papers, operation manuals, technical specifications and guarantee cards have to be furnished by the supplier.
- 19. Payment: Tax Invoice against all supplies is/are to be sent in **TRIPLICATE** and should invariably be submitted along with supply documents (Challan, e-waybill etc). Payment shall be released As per receipt of grant from Govt. of India to the Milk Union through proper channel.
- 20. Taxes will be deducted as per Govt. norms.
- 21. 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) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party hall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.
- 22. 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 The Bhagirathi Cooperative Milk Producers' Union Limited

Copy forwarded to:

- 1. Website (<u>www.bhagirathimilk.com</u>)
- 2. Office Notice Board
- 3. E-Tender Portal of Govt. of West Bengal (<u>https://wbtenders.gov.in</u>)