



## The Bhagirathi Co-op. Milk Producers' Union Ltd.

(A Govt. of West Bengal Project)

Feeder Dairy: P.O-Berhampore: PIN -742101: Dist.-Murshidabad

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### NOTICE INVITING E-TENDER

BU/P&I/AMCUAMC/2283

Dated: 10.11.2023

The Bhagirathi Cooperative Milk Producers' Union Limited invites Online Tender (E-Tender) in two bid system for Non-Comprehensive Maintenance of 300 Automatic Milk Collection Units deployed in the Dairy Cooperative Societies, Chilling and Dairy Plants along with supply and installation and commissioning of spare parts and online and site support.

#### IMPORTANT DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing) of N.I.T. Documents (Online)	11.11.2023 at 1600 hrs
2	Documents download start date (Online)	11.11.2023 at 1605 hrs
3	Technical Bid proposal submission start date (Online)	11.11.2023 at 1610 hrs
4	Bid Submission end date (Online)	18.11.2023 at 1700 hrs
5	Technical bid opening date	20.11.2023 at 1700 hrs
6	Pre bid Meeting	NIL
7	Financial Bid Opening date	To be notified later

The details of work are given below:

<b>Nature of Work</b>	Non-Comprehensive Maintenance of 300 AMCUs deployed in the Dairy Cooperative Societies, Chilling and Dairy Plants
<b>Scope of Work</b>	Non-Comprehensive Maintenance of 300 AMCUs deployed in the Dairy Cooperative Societies, BMCs, Chilling and Dairy Plants along with supply and installation and commissioning of spare parts and online and site support.
<b>Estimated Cost of Work</b>	Rate to be offered by the bidder as per prevailing market rate.
<b>Statutory &amp; Non Statutory Documents</b>	<ol style="list-style-type: none"><li>1. GST Registration Certificate</li><li>2. Copy of valid PAN Card</li><li>3. Declaration that the bidder is not blacklisted by any Milk Union/Federation.</li></ol> <p><b>N.B: All these documents are mandatory. Failure to upload the documents will result in disqualification during technical bid. No document is to be sent physically.</b></p>
<b>Earnest Money Deposit</b>	<p>The EMD amounting to Rs. 20,000/- should be deposited online through Net Banking, NEFT/RTGS in favour of The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore.</p> <p>EMD shall not carry interest.</p> <p>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) :</p> <ol style="list-style-type: none"><li>1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway.</li></ol>

**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 ICICI Bank Payment Gateway :**

1. On selection of net banking as the payment mode, the bidder will be directed to ICICI 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.

1. 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.

2. 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.

3. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

4. 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

	<p>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.</p> <p>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 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.</p> <p>iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal and the information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.</p> <p>v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –</p> <p>a) EMD of the L1 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 L1 bidder.</p> <p>b) EMD of the L1 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.</p> <p>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.</p> <p>vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.</p> <p>vii. Once the EMD of the L1 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.</p> <p>viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD (if any) were initiated.</p>
<b>Bid Document</b>	The bid document is available in the E-Tendering Portal of Govt. of West Bengal <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .
<b>Technical Bid Evaluation</b>	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.
<b>Financial Bid</b>	<p>Rate shall be quoted in the Financial bid</p> <p>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).</p> <p>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</p>

	quoting the rate, FOR (freight on road) delivery of the material in the place of delivery.
Validity of Bid	365 days
Award of Contract	The bidder/bidders shall be selected after item-wise evaluation ( <b>Financial Evaluation shall be done separately</b> ) 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	<ol style="list-style-type: none"> <li>1. E-Procurement Portal Govt. of West Bengal (<a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>)</li> <li>2. Website of the Milk Union (<a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a> )</li> <li>3. Office Notice Board</li> </ol>

## Terms and Conditions

1. The Scope of Work includes preventive and breakdown maintenance of the 300 AMCUs installed in the Dairy Cooperative Societies and Chilling Plants in the ambit of the Milk Union. The scope also includes service and support along with supply and installation of spare parts in the AMCU Components to keep them functional. The Milk Union uses AMCS application developed by NDDDB. Site and Remote Support from Milk Union and Chilling Plants must be provided to the DCS Application for which requisite training from the Milk Unions to the supplier's technicians shall be imparted. The technician must be given computer systems, data cards, tools and tackles for providing hardware and online support.
2. The Dairy Cooperative Societies are located in the remote villages of Murshidabad District. The preventive maintenance has to be carried out by the agency/company or its authorized personnel directly in the DCS. Calibration has to be carried at the DCS on monthly basis as well as in the Chilling Plants.
3. This Contract involves providing support to 300 DCS. A team of minimum 4 technicians well versed with the out and out technicalities of the entire system and conversant with local language has to be furnished/deputed by the agency. Each personnel shall be responsible to look after a maximum of 75 DCS. The list of 4 technicians along with their qualification, experience and KYC has to be submitted by the agency to the Milk Union.
4. Call must be attended immediately and any problem regarding maintenance whether it requires change of spares or technical support must be resolved within 24 hours. In case the problem is likely to get longer period to get resolved it must be communicated to the DCS and the Milk Union. If the complaint is not resolved within 24 hours, the penalty of Rs. 500 per 24 hours will be applied. The company must keep at least 10% of the total quantity of spares available for each component of AMCUs to them or any reasonable quantity deemed fit.
5. The checkup of all the components of the AMCS Unit i.e. Stirrer, Milk Analyzer, Computer, Inverter, Battery, Weighing Scale, Display Board, Printer, along with the earthing and voltage must be done by the technicians deputed by the bidding company whenever required and report regarding the same must be submitted in hard and soft copies to the Milk Union as per format prescribed.
6. In case of change of spares the problem shall be reported to the Milk Union in a prescribed format. Reason for changing the spare has to be furnished. Upon approval from the Milk Union the spare shall be changed/replaced in the Milk Union. The new spare installed shall be verified by the Milk Union and the old spare shall be deposited in the Milk Union. Spare shall be replaced in the milk union only and not elsewhere.

7. Spare replaced/installed shall bear a minimum warranty of 12 months from the date of installation. Payment of spares shall be released after 1 month of satisfactory usage certified by the authorized personnel of the Milk Union.
8. Rates quoted by the bidders for Non Comprehensive Maintenance of AMCU's shall be inclusive of all taxes and levies or any incidental charges. Rates quoted for the supply, service & maintenance are fixed during the Contract. Escalation of rates are not allowed in the Contract period.
9. Bidder must warrant that the spares to be installed shall be new. If any unit is not functioning due to manufacturing defect in the spares or poor workmanship it shall be immediately replaced by the bidder.
10. EMD deposited by the lowest bidder shall be converted into Security Deposit and shall be returned after successful execution of the Contract. EMD of unsuccessful bidders shall be released after tender finalization. EMD shall not carry any interest.
11. The lowest bidder must commence the job within 10 days after acceptance of the Contract failure to which shall attract penalty of Rs. 1000/- per day and the cost shall be deducted from the EMD and bills.
12. The Milk Union shall allot separate room for your technicians/service personnel and storage of spare parts and shall extend full cooperation as and when required. The technicians deputed by the agency must have all tools and tackles along with desktops for providing support to DCS.
13. Risk Purchase: In case of delayed supplies/ erection/ commissioning, purchase/ execution of work may be completed at the risk, cost and responsibility of the supplier after expiry of scheduled date without any notice. Extra amount spent on Risk Purchase/ completion of work shall be adjusted against the earnest money/ pending payments or same shall be recovered from the supplier. The Milk Union will reserve the right to effect risk purchase/ execution of the work in case of nonfulfillment of any of various terms and conditions of the contract by the supplier at the supplier's risk & cost.
14. Non-availability of or delay in obtaining license / clearance shall not, under any circumstances, entitle the bidder to seek any compensation/relaxation under the contract and / or relieve the bidder from any of his / her obligations under the contract. Foreign Exchange, Duties etc. variation, if any, shall also be to the account of the bidder and no price escalation will be given.
15. Lowest Bidder must have the license of Repair and Maintenance of Weighing Scales as per requirement of Legal Metrological Department and as enshrined in Legal Metrological Act 2009.
16. A monthly review meeting with the Company and Milk Union shall be scheduled to discuss the problem and action plan to eradicate them.
17. Cleaning Solutions supplied should bear proper marking of batch no, expiry date and test report of concentration of the solution.
18. Payment Terms: Payment shall be made in NEFT/RTGS directly to the bank account of the supplier on monthly basis after receipt of 2 copies of invoices of maintenance and spares certified by the Concerned Sectional In-Charge and approved by the Competent Authority within 45 days from the date of receipt of bills. Job sheets for replacement/repair/maintenance of spares must be submitted along with invoice.

19. Maintaining ethical standards in business: It is highly necessary for the suppliers to ensure that business ethics are maintained at the highest degree with Our Union and dairy cooperative societies or chilling plants. In no case we will be able to tolerate any unethical practice by the supplier by way of offering either cash or in kind or compensation in any form either to get the rejected material accepted or to get higher volume of the business than the approved quantity. By any chance if it comes to our notice that you or any of your employee / representative / Agent has tried to initiate such unfair business practices with any of our / society employee or any of the employee / decision maker of our Union even with / without any documentary evidences, the same shall be considered as cancellation of Contract and we reserve our right to terminate / suspend the Contract at any time without assigning any reason thereof.
20. Payment shall be held up if less than 4 no(s) of personnel are deputed for maintenance for a prolonged period of time. In case of violations of the terms and conditions of the Tender which jeopardizes the procurement of Milk Union shall be attributable to forfeiture of Security Deposit and Cancellation of Contract.
21. As it is an emergency sector service and support must be given irrespective of holidays and off days. Minimum 1 no(s) of Technician each is required to be stationed at the Feeder Dairy at Berhampore and Chilling Plant at Kandi.
22. No technicians should be appointed or changed without the prior approval of the Milk Union. Submission of Hard copies of CV and KYC along with authorization letter is mandatory before deputation of Technician.
23. Approvals: The Supplier shall obtain all the necessary legal approvals.
24. The lowest successful bidder has to furnish an affidavit in a non-judicial stamp paper worth Rs. 100/- duly certified by Notary Public as per Annexure-A.
25. In case of any dispute between the supplier and the Milk Union the decision of the Milk Union shall be final and binding.

**Sd/-**  
Managing Director  
The Bhagirathi Cooperative  
Milk Producers' Union Limited

Copy forwarded to:

1. E-Procurement Portal Govt. of West Bengal (<https://wbtenders.gov.in>)
2. Website of the Milk Union ([www.bhagirathimilk.com](http://www.bhagirathimilk.com))

## ANNEXURE - A

### DECLARATION

(To be furnished in the Letter Head of the Lowest Bidder)

1. I/We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/our knowledge.
2. I/We the undersigned do hereby certify that neither my/our firm/company nor any of its constituent partners have abandoned any work/works of similar nature and magnitude in India, in the past.
3. I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated rescinded, due to breach of contract on my/our part in the past.
4. I/We the undersigned authorize (s) and request any bank / person / firm / corporation / Government Departments to furnish pertinent information deemed necessary and requested by The Bhagirathi Cooperative Milk Producers' Union Ltd. to verify the statement made by me/us or to assess my/our competence and general reputation.
5. I/We the undersigned, understand(s) that further qualifying information / clarifications on the statement made by me / us may be requested by The Bhagirathi Cooperative Milk Producers' Union Ltd and agree(s) to furnish such information/clarification within SEVEN Days from the date of receipt of such request from The Bhagirathi Cooperative Milk Producers' Union Ltd.
6. I/We agreed to abide by the terms and conditions of the Tender Notice.

#### **Dated Signature of Applicant with Seal:**

To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

**Note:** In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company)

(Date)