



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

(A Govt. of West Bengal Project)

## NOTICE INVITING E-TENDER

BU/MDO/RIDFXXIX/2355

Dated: 24.11.2023

The Bhagirathi Cooperative Milk Producers' Union Limited invites Online Tender (E-Tender) in two bid system for **supply of 18000 no(s) HDPE Plastic Milk Pouch Crate suitable for 20 Milk Pouches of 500ml and 2000 no(s) HDPE Plastic Industrial Multipurpose Crates of through RIDF Project XXIX.**

### IMPORTANT DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing) of N.I.T. Documents (Online)	24.11.2023 at 1500 hrs
2	Documents download start date (Online)	24.11.2023 at 1505 hrs
3	Technical Bid proposal submission start date (Online)	24.11.2023 at 1510 hrs
4	Bid Submission end date (Online)	09.12.2023 at 1600 hrs
5	Technical bid opening date	11.12.2023 at 1600 hrs
6	Pre bid Meeting (Any query can be addressed by mail or telephonic communication)	NIL
7	Financial Bid Opening date	To be notified later

The details of work are given below:

Nature of Work	Supply of 18000 no(s) HDPE Plastic Milk Pouch Crate suitable for 20 Milk Pouches of 500ml and 2000 no(s) HDPE Plastic Industrial General Purpose Crates
Scope of Work	Supply of 18000 no(s) HDPE Plastic Milk Pouch Crate suitable for 20 Milk Pouches of 500ml and 2000 no(s) HDPE Plastic Industrial General Purpose Crates.
Estimated Cost of Work	40,00,000/-
Statutory & Non Statutory Documents	<ol style="list-style-type: none"><li>1. GST Registration Certificate.</li><li>2. PAN Card.</li><li>3. Company Details MOA &amp; AOA, Partnership Deed to be uploaded.</li><li>4. Credentials of Supply of at least 20,000 units of Milk Crates to at least 5 Dairies. Purchase Orders/Completion certificates to be attached.</li><li>5. Turnover of 50 lakhs in last 3 financial years (2019-20), (2020-21), (2021-22). Audited Balance Sheet/Turnover Certificate from Chartered Firm to be uploaded.</li><li>6. Declaration that the Company has not been blacklisted from any organization. Filled up Annexure-A.</li><li>7. Catalogue of Crate to be supplied.</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>

**Earnest Money Deposit**

The EMD amounting to Rs. 80,000/- should be deposited online through Net Banking, NEFT/RTGS in favour of The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore.

EMD shall not carry interest.

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 ICICI 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 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 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 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.

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.

v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –

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.

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.

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 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.

viii. All refunds will be made mandatorily to the Bank A/c from which the

	payment of EMD (if any) were initiated.
<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>	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	365 days
<b>Award of Contract</b>	The <b>bidder/bidders shall be selected</b> 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.
<b>Publication of Tender</b>	1. E-Procurement Portal Govt. of West Bengal ( <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> ) 2. Website of the Milk Union ( <a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a> ) 3. Office Notice Board

## TECHNICAL SPECIFICATIONS

### HDPE Plastic Milk Pouch Crate suitable for 20 Milk Pouches of 500 ml.

- **Weight:** 1.2 kg  $\pm$  2%.
- **Material:** Food Grade High Density Polyethylene (HDPE). Should be non-corrosive ability to withstand -10<sup>0</sup>C to 70<sup>0</sup>C. Should be free from any foul smell.
- **Colour:** “Blue ”
- **Capacity:** 10 Ltr
- **Outer Dimension:** 570(L) x 298(B) x 175(H) MM
- **Inner Dimension:** 527(L) x 230(B) x 164(H) MM
- **Logo & Inscription:** “Logo of Bhagirathi” should be inscribed in both sides of the Crates in English, “USE BY OTHER THAN OWNER PUNISHABLE BY LAW” and month and year of Manufacture in any side in white colour.
- **Inter-stack-ability when loaded with sachets & collapsibility when empty:** The crate shall be inter changeable, inter-stackable & shall be stable at 10 stacks high when loaded to capacity, which filled sachets & should be comfortably collapsible (those should go one into the outer when they are empty)
- **Finish:** The crates shall be free from all molding blemishes. Inside and outside surface of the crate shall be of smooth finish & free from sharp edges.
- **Method of Tests:** - The crate shall be satisfactory & stand the following tests without color blemishes, shape or damage by clipping etc: drop tests, resistance to stress, resistance to applied load & dimensional stability test (as per IS: 11584 – 1986)

## **HDPE Plastic General Purpose/Multipurpose Crate**

- **Weight:** 1.8 kg  $\pm$  2%.
- **Material:** Food Grade High Density Polyethylene (HDPE). Should be non-corrosive ability to withstand -35<sup>0</sup>C to 70<sup>0</sup>C. Hygienic, non-toxic, anti-rust, acid-proof, and not attacked by fungus and insects
- **Colour:** “Blue ”
- **Outer Dimension:** 542(L) x 390(B) x 345(H) MM
- **Inner Dimension:** 510(L) x 360(B) x 335(H) MM
- **Logo & Inscription:** “Logo of Bhagirathi” should be inscribed in both sides of the Crates in English, “USE BY OTHER THAN OWNER PUNISHABLE BY LAW” and month and year of Manufacture in any side in white colour.
- **Finish:** The crates shall be free from all molding blemishes. Inside and outside surface of the crate shall be of smooth finish & free from sharp edges.
- **Method of Tests:** - The crate shall be satisfactory & stand the following tests without color blemishes, shape or damage by clipping etc: drop tests, resistance to stress, resistance to applied load & dimensional stability test (as per IS: 11584 – 1986)

## **General Terms & Conditions**

1. It is a two part bid which consists of Technical & Financial bid separately. The applicants must upload the credentials Statutory & Non Statutory documents in the Technical Folder. Technical & Financial quote must not be sent through post / physically. Bhagirathi may physically verify documents if required.
2. The intending bidders are required to quote the rate online only. Financial Bid will contain rate of items only. No other document will be sent in the financial bid (Folder).
3. Bidder should quote unit price of the material inclusive of all taxes and levies loading and unloading F.O.R The Bhagirathi Cooperative Milk Producers’ Union Limited.
4. EMD of the lowest successful bidder shall be converted to Security Deposit and shall be released after successful execution of the Contract. EMD of unsuccessful bidders shall be refunded from E-Tender portal as per norms.
5. The rate quoted by the bidder will be fixed for the quantity ascertained in this Tender Notice. No escalation in the rate would be considered.
6. **Payment shall be made within 10 days in NEFT/RTGS** on receipt of quality report of the supplied materials from Requisitioning Authority & on submission of Bill in duplicate along with the received challans from the Competent Authority. If the materials received does not conform to the above prescribed standard then the materials shall not be accepted or rejected after joint inspection.
7. The documents submitted by the bidders online should be properly indexed & digitally signed. The NIT must be signed by the bidder as a token of acceptance of the terms and conditions stipulated in this Tender.
8. **Warranty / Guarantee:** The Supplier must quote for 01 year’s Manufacturing/comprehensive warranty from the date of completion of the satisfactory supply.

9. **Materials must be delivered within 20 days after the receipt of Purchase Order. 9000 Milk pouch Crates and 1000 General Purpose Crate to be delivered within 1<sup>st</sup> week of January 2024.** Time being the essence of contract no variation shall be permitted in the delivery time. If the supplier fails to supply within the aforesaid period, The Bhagirathi Milk Union Ltd. shall reserve the right to cancel the order besides forfeiture of Security Deposit and the loss shall be recovered from the party. **Remaining 9000 Milk pouch Crates and 1000 General Purpose Crate to be delivered within 1<sup>st</sup> week of April 2024.**
10. One 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 bidder.
11. If there is any complaint regarding the **quality/ damage / short supply / failure of schedule date delivery** etc. you will be responsible for replacement and if the Milk Union makes an alternative arrangement from another supplier the cost of such item would be deducted from the bill amount, Security Deposit whichever applicable.
12. **Place of Delivery:** The Store Section of The Bhagirathi Cooperative Milk Producers' Union Ltd. Feeder Dairy, Panchantala, Chaltia, Berhampore, Murshidabad, Pin-742165, West Bengal.
13. Conditional *and* incomplete tender will not be entertained. Violation of one or more clause will result in rejection of the tender.
14. The rate quoted by the bidder shall be inclusive of all taxes packing, forwarding, Excise Duty & GST loading and unloading charges and other charges/ taxes if any for the delivery of the goods in the office of The Bhagirathi Cooperative Milk Producers' Union Ltd.
15. **Clarification of Bids:** To assist in the examination, evaluation and comparison of bids, the empowered committee/ official may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or e mail, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids.
16. The NIT has to be uploaded duly signed and sealed in all pages as a token of unconditional acceptance of the terms and conditions of the tender.
17. Mode of transportation for the supply of the goods will be arranged by the supplier. Transit insurance shall be in the scope of the supplier.
18. **Delivery:** The materials must be delivered in the Office of The Bhagirathi Cooperative Milk Producers' Union Ltd. Feeder Dairy, Panchantala, Berhampore, Murshidabad, Pin-742101, West Bengal.
19. Bhagirathi Milk Union reserves the right to verify/seek confirmation of all original documentary evidence submitted by Bidder in support of above-mentioned eligibility criterion. In case any information furnished by the bidder is found to be false/incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.
20. The Milk Union reserves the right to reject any bidder based on past performance.
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) neither party shall have any claim for damages against other in respect of such non-performance or delay in performance.

22. **Code of Ethics:** The Purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such supply, installation and commissioning orders. If the bidders are found in Bid pooling or against law against fraud and corruption, then their firms may be blacklisted.
23. **Dispute Resolution** Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be Kolkata. The language of arbitration shall be English.
24. 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.

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

Copy forwarded to:

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

## ANNEXURE - A

### DECLARATION

(To be furnished in the Letter Head of the Bidders)

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 not been blacklisted by any organization.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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)