

(A Govt. of West Bengal Project)

NOTICE INVITING REVERSE AUCTION

BU/MDO/RIDFXXIX/1091

Reverse Auction for Supply, Installation and Commissioning of FTIR Based Milk Analyzer along with five year onsite comprehensive warranty and service support.

Date: 14.10.2025

Scope of Work

- Supply, installation, commissioning, and successful trial run of FTIR-based milk analyzer.
- Standardization and calibration of the equipment for milk, cream, whey, and lassi.
- Supply of consumables, reagents, and preventive maintenance kits for 5 years.
- Training of operators on use, maintenance and calibration.
- Integration with LIMS/ERP/SAP software for data management and analytics.

Estimated Cost: Rs. 1,00,00,000/-

EMD: 2,00,000/- **Quantity:** 01 No(s)

Tentative Delivery/ Supply Scheduled: Within 60 Days of the placement of the Purchase

Order/Award of Contract.

Technical Specification: Annexure-A

Bid validity: 365 days

Documents to be furnished by bidder for Technical Bidding:

- 1. OEM Certificate/Authorization Certificate of Principal Company.
- 2. Minimum 5 years of experience in supply of at least 10 no(s) FTIR Analyzer in any dairy/industry. Credentials (Completion Certificate) in support of the same must be uploaded/submitted.
- 3. Company Documents like MOA & AOA enlistment certificate.
- 4. GST Registration Certificate.
- 5. Compliances & Certificates to be furnished: ISO Certificate, AOAC, IDF.
- 6. Average Annual turnover of Rs 50 crore in the last 3 years (2021-2022), (2022-2023), (2023-2024). Audited Balance Sheet in support of the same must be uploaded.
- 7. Make and Model of Product Quoted must be given
- 8. Staff Strength, Manufacturing details, Service details.
- 9. Declaration as per Annexure-B
- 10. Bidder to submit a declaration in the letter head that the spares and consumables of the Equipment shall be available for next 10 years.



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General Terms & Conditions

- 1. Price to be quoted shall consist of cost of Equipment along with 5 years of onsite comprehensive maintenance, inclusive of all taxes and levies, transit insurance, freight, packing, loading, unloading and any other incidental charges. Kindly note that all cost should be taken into consideration while quoting the rates.
- 2. Inspection of materials may be undertaken at the supplier's premises whenever necessary by the Tendering Authority/ any officer authorized by the undersigned.

3. Inspection of Equipment:

- Inspection after delivery: After delivery, the Milk Union shall conduct joint inspection with the supplier's Engineer to verify whether goods have been delivered in good condition or not. Materials not delivered in good condition shall be rejected outright. Materials received in good condition shall be accepted and further procedure for release of payment shall be initiated.
- Inspection after Installation: Delivered Equipment shall be installed by the Supplier's Engineer. The Milk Union shall provide all necessary infrastructure for installation. The Installation Calibration & Commissioning has to be done by the Service Engineer to full satisfaction of the Quality Control In-Charge.
- 4. 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.
- 5. 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 & Trial run.
- 6. **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 Bhagirathi Co-operative Milk Producers' Union Ltd.
- 7. **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.
- 8. **Delivery/Supply Schedule**: Within 60 days of placement of Purchase Order cum AOC.



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- 9. **Payment**: Payment shall be released in 3 phases in NEFT/RTGS to the Bank Account of the supplier after submission of 3 copies of invoice along with documents mentioned in Documentation clause which are as follows:
 - 1. **First Phase**: 80% payment shall be released after 30-45 days of receipt of the materials (all the components) as per the technical specification in good condition certified by the Concerned Official and approved by the Competent Authority. EMD shall also be released after receipt of an intimation in writing from the supplier.
 - 2. **Second Phase**: 10% payment shall be released after 1 month of successful installation, commissioning and trial run of all the units supplied. All the required training to be imparted to the DCS personnel and official of the Milk Union for release of this payment. 1 month shall count from the very first day when the entire installation commissioning and trial run with necessary training has been imparted.
 - 3. **Third Phase**: Remaining 10% payment shall be released within 60 days after receipt of equivalent amount of Performance Bank Guarantee valid for 5 years. The 5 years shall count from the days of last successful installation date. In case the party fails to provide maintenance and support as per the requirement of the Milk Union or is found to act in a way which jeopardizes the operation, the Performance Bank Guarantee shall be forfeited after giving a Notice to the supplier in writing and the supplier shall be debarred from participating into any tender in future. Performance Bank Guarantee shall be released within 60 days of successful execution of the Contract after 5 years.
- 10. **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.
- 11. EMD of the lowest bidder shall be converted to Security Deposit and will be refunded after successful delivery of the equipment. EMD of unsuccessful bidders shall be refunded as per norms. EMD shall not carry interest.
- 12. Mode of transportation for the supply of the goods to our site will be arranged by the bidder.
- 13. Materials dispatched from the bidder until or unless reaches the Milk Union 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.
- 14. **Loading and Unloading** and Transit insurance of the goods will be the responsibility of the bidder and no claim regarding this will be entertained.
- 15. **Documentation**: Supplier to submit the following documents at the time of delivery: 1. Commercial/E-Invoice. 2. E-Way bill 3. Packing List 4. Equipment Brochure comprising of



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Technical Specifications 5. Operating Manual 6. Cleaning & Maintenance Manual 7. Warranty Card. 8. Acceptance Copy of Purchase Order/Award of Contract.

16. Maintenance of Equipment:

- 1. **Preventive maintenance:** should be done by the supplier's Service Engineer in each quarter. Preventive maintenance must comprise of cleaning of hardware, peripherals, voltage check, calibration and other requisites required to maintain health of the equipment.
- 2. **Corrective maintenance:** Corrective maintenance must be done on call within 24 hours when the system is down and not in operation. The supplier must keep all spares in custody for speedy remedy. Equipment down must be brought into operation within 48 hours.
- 3. Cost involving preventive and corrective maintenance for 5 years should be taken into consideration while quoting the rates.
- 17. **Warranty**: All the spares and components of the FTIR analyzer listed above must be warranted by the supplier for a period of 5 years from the date of installation. If any component is found to be non-functional due to any manufacturing defect or because of poor workmanship the component must be immediately replaced with a new component by the supplier within 24 hours. In case the replacement is likely to take a longer period then the supplier must arrange for a substitute within 24 hours.
- 18. **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.
 - If equipment has been down for more than one year due to malfunctioning of the any part supplied by bidder or want of spares/ consumable, warranty would be extended by 5 (Five) Years.
- 19. **Service Issues & Resolution**: Issues arising due to calibration, operation and maintenance must be effectively handled by the supplier. The Equipment should be operational at all times. If at any point of time the machine is not in operation due to maintenance issues, requirement of spares, consumables already informed to the supplier after 48 hours a penalty of Rs. 2000/- per day shall be imposed by the Milk Union on the supplier subjected to a maximum of 10% of the total cost and it shall be realised from the Performance Guarantee deposited to the Milk Union. till the day the machine is brought back to operation. It is also be noted that warranty shall be extended as per warranty extension clause.



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- 20. **Standards:** The Goods supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin.
- 21. **Registration of Goods:** If required under the Applicable Law, goods supplied under the Agreement shall be registered for use in India.
- 22. **Patent Rights:** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
- 23. **Packing:** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Purchase Order.
- 24. **Termination for Default:** The Purchaser, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the Supplier, may terminate this Agreement in whole or in part:
 - a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Purchaser; or
 - b) If the Goods do not meet the Technical Specifications or registration requirement (if any) stated in the Agreement; or
 - c) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Agreement; or
 - d) If the Supplier fails to perform any other obligation(s) under the Agreement.
- 25. **Termination for Insolvency:** The Purchaser may at any time terminate the Agreement by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent.
- 26. Termination for Convenience: The Purchaser, by written notice sent to the Supplier, may terminate the Agreement or the Purchase Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Agreement or Purchase Order is terminated, and the date upon which such termination becomes effective. The Goods that are already supplied before the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the terms and prices described in the Agreement and the Purchaser order.
- 27. **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.



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28. **Applicable Law:** The Agreement shall be interpreted in accordance with the laws of Union of India.

- 29. **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.
- 30. 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



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Annexure-A

Technical Specifications

A. Application

The equipment shall be used for the analysis of milk and milk products, adulteration screening and quality determination of raw, intermediate, and processed milk and semi-solid dairy products. It should directly test (without dilution or reagent) flavoured milk, cream, whey, yoghurt, fermented products, ice cream mix, and other semi-solid dairy products.

B. Technology & Compliance

- Proven FTIR (Fourier Transform Infrared) based technology.
- Sample temperature range: 5–55°C.
- Compliance with AOAC, IDF standards, ISO 9622, AOAC 972.16, CE certification.

C. Compositional Analysis

The instrument shall perform compositional analysis of milk, cream, whey, yoghurt, fermented milk, ice cream mix and concentrated products. Parameters include Fat, Protein, Lactose, Casein, Low Lactose, Glucose, Galactose, Total Solids, Solids Not Fat (SNF), Density, Citric Acid, Urea, Free Fatty Acids, Titratable Acidity, Sucrose, Fructose, Lactic Acid, and Total Sugars as applicable.

D. Adulteration Screening

The instrument should screen and detect adulteration in raw as well as processed milk with parameters and Limits of Detection (LODs) as listed

Serial Number	Name Of Adulterants	LODs
1	Added Water	7.000%
2	Starch	0.300%
3	Sodium Hydroxide	0.018%
4	Galactose	0.200%
5	Chloramine-T	0.200%
6	Sodium Chloride	0.150%
7	Fructose	0.100%
8	Detergent	0.100%
9	Sodium Sulphate	0.100%
10	Boric Acid	0.100%
11	Sodium Lauryl Sulfate (SLS)	0.100%
12	Calcium hydroxide	0.100%



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13	Potassium Hydroxide	0.100%
14	Ammonium chloride	0.100%
15	Glucose	0.062%
16	Maltose	0.054%
17	Sorbitol	0.052%
18	Hydrogen Peroxide	0.050%
19	Sodium Nitrate	0.050%
20	Salicylic Acid	0.050%
21	Maltodextrin	0.044%
22	Sodium Citrate	0.038%
23	Sucrose	0.037%
24	Added FAT Indicator (AFI)	0.036%
25	Formaldehyde	0.032%
26	Potassium Sorbate	0.030%
27	Added Urea	0.025%
28	Hydroxyproline	0.016%
29	Melamine	0.015%
30	Sodium Benzoate	0.012%
31	Ammonium Sulphate	0.011%
32	Sodium Bicarbonate	0.010%
33	Sodium Carbonate	0.010%
34	Sodium Nitrite	0.006%
35	Cyanuric Acid	0.006%

E. Performance & Measurement

• Accuracy (Milk): ≤1.0% CV.

• Repeatability (Milk): ≤0.25% CV.

• Measurement Time: ≤ 30 seconds per sample.

• Sample Volume: ≤8 ml.

• Throughput: ≥120 samples/hour.

• Automatic zero setting and cleaning included.

F. Instrument Features

- Automatic slope/intercept adjustment.
- Automatic periodic standardization (every 3 hours).
- Hermetically sealed, humidity-controlled optical system.



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- Self-diagnostic system with logging.
- Touch display for operation (optional).
- Data integration with LIMS and cloud-based support.

G. Hardware & Software Requirements

- Branded PC with Intel Core i5 13th Gen (up to 4.8 GHz with Intel® Turbo Boost Technology, 24 MB L3 cache, 14 cores, 20 threads) or higher, 16 GB DDR4-3200 MT/s non-ECC RAM or higher, RAM Slots-2. 1TB SSD NVMeTM M.2 SSD.
- OS: Windows 11 Pro with Paper License, MS Office LTSC 2011.
- Minimum 4 USB ports, Ethernet 10/100/1000 Mbps.
- 19-inch IPS Monitor, wired keyboard & mouse.
- Suitable Online UPS and printer.

Sd/Managing Director
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Annexure-B

DECLARATION

(To be furnished in a Twenty Rupees Non-Judicial Stamp Paper duly certified by Notary Public)

- 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 do hereby certify that we have not been blacklisted by NDDB or any dairy industry or any other industry in the past.
- 5. I/We the undersigned do hereby certify that the goods to be supplied against the Contract shall be original and genuine. We further declare that no refurbished component or spare shall be supplied.
- 6. 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.
- 7. 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.
- 8. I/We agreed to abide by the terms and conditions of the Reverse Auction 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)