Mother Dairy Calcutta <u>P.O. Dankuni Coal Complex, District Hooghly (W.B.) Pin – 712310</u>

MAINTENANCE CONTRACT FOR ATLAS COPCO make SCREW COMPRESSORS IN MOTHER DAIRY CALCUTTA, DANKUNI PLANT

Ref : PUR/TENDER-013/PKG/KD/

22.05.2021

Tenders are invited for three years contract for maintenance of 2 no. of Atlas Copco make Screw Compressors installed in Mother Dairy Calcutta, Dankuni plant.

Interested bidders are requested to download tender documents from 'www.motherdairycalcutta.com' from 31.05.2021 to 14.06.2021. Demand Draft towards Tender fee & EMD along with quotation Form have to submitted in sealed envelope within 2 <u>p.m. on</u> **14.06.2021** at our Dankuni office.

The tender fee of Rs. 525/- (including GST) & EMD of Rs. 5,000/- should be in favour of 'WBCMPF LTD, MOTHER DAIRY CALCUTTA' payable at Kolkata.

Chief General Manager reserves the right to accept any or reject any or all offers without assigning any reason what-so-ever.

Chief General Manager

Mother Dairy Calcutta P.O. Dankuni Coal Complex, District Hooghly (W.B.) Pin – 712310

MAINTENANCE CONTRACT FOR ATLAS COPCO make SCREW COMPRESSOR IN MOTHER DAIRY CALCUTTA, DANKUNI PLANT

We invite your quotation for three years contract for maintenance of 2 no. of Atlas Copco make Screw Compressors installed in Mother Dairy Calcutta, Dankuni plant.

Essential condition of the Tender:

- 1. Tenderers are requested to submit the General Terms & conditions, Essential Condition, and Quotation duly signed on all pages with official seal as a token of their acceptance.
- 2. Rates shall be firm for entire execution of Work and no escalation of rate on any ground what-so-ever shall be applicable during the contract period.
- Offers should be submitted along with <u>Tenders Fee of Rs. 525/- (including GST) and</u> <u>Earnest Money of Rs. 5,000/-</u> in favour of "W.B.C.M.P.F.Ltd., Mother Dairy Calcutta". No interest will be paid on the Earnest Money Deposit.
- 4. Tender offer without tender fee and Earnest Money will be summarily rejected.
- 5. Tenderers shall submit self-attested photocopies of the following without which quotations will be considered invalid. (However, as per requirement of the Dairy authority you shall produce the original for verification, at any time):

PAN

IT Return Certificate (Assessment year 2020-21) Current and valid Trade License GST Registration Certificate ESI Registration Certificate Partnership Deed (for partnership Firm) or Article of Association and Memorandum (in case of Company).

- 6. Bidders must have working experience of Servicing & Maintenance of such compressors for at least 5 (five) years in any Govt. (Central / State) or any reputed organization and it should be supported by certificate issued by competent authority / photocopy of job completion certificate etc.
- 7. If selected, the successful bidders shall pay the Dairy <u>Rs. 10,000/- (Rupees Ten Thousand only) as Security Deposit</u> by way of Bank Draft in favour of "W.B.C.M.P.F.Ltd., Mother Dairy Calcutta" for due performance and observance of various terms and conditions of the Work Order to be issued. The said Security Deposit is liable to be forfeited in case of any breach of terms of terms of the said Work Order. Security Money will not bear any interest.

- 8. In case of refusal to accept the contract after finalization or non-compliance / non-fulfillment of contract, the earnest money / security deposit will be forfeited.
- 9. Telephonic and conditional offer shall not be accepted.
- 10. All the enclosures are mandatory.
- 11. Quotations submitted by Fax, e-mail etc. shall not be accepted.
- 12. If you seek any clarification regarding submission of your Quotation, you may contact our In-charge (Engineering) at our Dankuni Office on any working day.
- 13. The Chief General Manager reserves the right to accept any or all offers without assigning any reason what-so-ever. The Chief General Manager also reserves the right to amend / alter the contract during the contract period if needed

Mother Dairy Calcutta

P.O. Dankuni Coal Complex, District Hooghly (W.B.) Pin - 712310

SCOPE OF WORK

Model of the Compressors (both) – GA-45 + AWP 10 bar Air Screw Compressor.

Your Service Engineer shall visit our works 6 (six) times in a year for each compressor.

Apart from this, in case of any exigency your Service Engineer shall visit between two scheduled visits without any extra charge.

Your Service Engineer shall carry out thorough servicing and repairing jobs regularly.

During each visit your Service Engineer will submit us the Service Report stating the work done and the same will be acknowledge by us signing his Service Report as a token of acceptance of the visit and work done.

 \underline{RATE} : Service Charges for both the compressors per year should be mentioned, without any spares. The quoted rates shall remain valid for three years without any escalation on any ground whatsoever.

<u>PAYMENT</u>: Payment towards maintenance charges will be made on bimonthly billing after completion of maintenance work. Such payment will be released within 30 days of submission of bill accompanied by Service Report.

GENERAL TERMS & CONDITIONS

The successful bidder shall pay the Dairy Rs 10,000/- as Security Deposit by way of Demand Draft in favour of "WBCMP Ltd, Mother Dairy Calcutta" payable at Kolkata for the due performance and observance of various terms and conditions of the work order to be issued. It will be refunded on completion of the contract on receipt of application for refund along with original money receipt. The said deposit is liable to be forfeited in case of any breach of terms of the said work order. The Security Money will bear no interest.

In case of breakdown contractor shall have to render services for the same on the same day itself (preferably within 24 hours)

If any spares are required you have to supply it and payment for such spares will be made as per price list of the manufacture within 30 days from the date of supply.

Bad workmanship will not be accepted and if carried out is liable to be rejected and should be rectified by the party at his cost as per specification and direction given by Dairy's authorized representative. The decision of Chief General Manager, Mother Dairy Calcutta, as to items of bad workmanship and proper replacement / rectification will be final and binding on you.

The work shall be carried out according to the instruction of the Dairy representative and the work will be considered complete only when the Dairy representative is satisfied about the quality of work done.

Damages done to Dairy's properties by party or his representative deployed by party will have to be made good by contractor at his cost as directed by authorized representative of the Dairy.

The Dairy shall not be liable for injury of any employee who are deployed by you within / outside the Dairy premises at the time of execution of the work order.

The Dairy authority reserves the right to terminate the contract at any time by giving 30 days clear notice in writing without assigning any reason whatsoever.

The contractor shall obtain all necessary licenses to run this business and shall be entirely responsible for the payment of dues to his persons as per regulation in force, and for complying with all the statutory obligations as applicable from time to time and will keep Mother Dairy Calcutta indemnified for and in respect of all your acts or omissions.

If at any time any of your personnel is found involved in any unlawful act / theft / smuggling of Dairy's properties, Mother Dairy Calcutta reserves its right to make appropriate recovery of the same from you and also penalize you as mutually agreed.

You shall not transfer, partially or fully, the benefits of this agreement to any individual / Firm / company etc. at any time within the agreement period.

In the event of any loss or damage to the engine due to improper / negligent handling of equipment by the contractor / his staff-members, will have to repair or replace the same at his own cost.

To keep the engine in running condition will be responsibility of the contractor during contract period.

The requirement of spares / components shall be advised by service representative of the contractor for completion of the job / repairs from time to time.

The contract shall be a commercial contract by and between the Owner and the contractor. There will be no employer-employee relationship between the Owner and the contractor. So under no circumstances you or your employees will be the employees of the Dairy and therefore, you or your employees will not be entitled to rights, privileges, benefits, etc. which are extended to the employees of the Dairy.

If any dispute or difference shall at any time arise between the two parties in respect of this order or concerning anything herein contained or arising out of this order, or as to the rights, liabilities or duties of the said parties hereunder, or as to the recovery of any amount, the same shall be referred to the sole arbitration of Managing Director, West Bengal Co-operative Milk Producer's Federation Ltd., Block LB-II, Sector-III, Salt Lake City, Kolkata – 700 106. The decision of the Arbitrator shall be final and binding on the parties. The Hon'ble High Court at Kolkata shall have exclusive jurisdiction as regards any dispute / arbitration under these terms irrespective of any jurisdiction clauses mentioned hereinabove 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 of any enactment or statutory modifications thereof for the time being in force.

Mother Dairy Calcutta P.O. Dankuni Coal Complex, District Hooghly (W.B.) Pin – 712310

OFFER FORM

Tender No –

Machineries	Air Compressors
Make	Atlas Copco India Ltd
Model	GA 45 + A WP
Quantity	TWO
Contract type	Without spares
Rate	Rs

Signature with stamp of the bidder