



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

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

e-mail: [bhagirathi6@rediffmail.com](mailto:bhagirathi6@rediffmail.com); website: [www.bhagirathimilk.com](http://www.bhagirathimilk.com)

**BU/DAIRY/RKVY(21-22)/2560**

**Dated: 15.12.2022**

**NOTICE INVITING TENDER**

The Bhagirathi Cooperative Milk Producers' Union Limited invites Online Tender (E-Tender) in two bid system for Supply, Installation and Commissioning and Testing of 10,000 LPH HTST Skid Mounted Milk Pasteurizer at Feeder Dairy Unit, Berhampore, Murshidabad.

**IMPORTANT DATE AND TIME SCHEDULE**

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing)of N.I.T. Documents (Online)	15.12.2022 at 1500 hrs
2	Documents download start date (Online)	15.12.2022 from1505 hrs
3	Technical Bid proposal submission start date (Online)	15.12.2022 from1510 hrs
4	Bid Submission end date (Online)	29.12.2022 at 1510 hrs
5	Technical bid opening date	31.12.2022 at 1500 hrs
6	Pre bid Meeting	19.12.2022 at 1100 hrs
7	Financial Bid Opening date	To be notified later

**The details of work are given below:**

<b>Nature of Work</b>	Supply, Installation and Commissioning and Testing of 10,000 LPH HTST Skid Mounted Milk Pasteurizer at Feeder Dairy Unit, Berhampore, Murshidabad.
<b>Scope of Work</b>	Supply, Installation and Commissioning and Testing of 10,000 LPH HTST Skid Mounted Milk Pasteurizer at Feeder Dairy Unit, Berhampore, Murshidabad.
<b>Estimated Cost of Work</b>	25 lakhs
<b>Bid Inviting Authority</b>	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited
<b>Statutory &amp; Non Statutory Documents</b>	<ol style="list-style-type: none"><li>1. Company profile which consists of MOA &amp;AOA. Declaration that the Company is operational for more than 3 years.</li><li>2. GSTIN (GST Registration Certificate).</li><li>3. PAN CARD.</li><li>4. Minimum Turnover of Rs 1 crores. Audited Balance Sheet of previous three consecutive financial years.</li><li>5. Income Tax Return of previous three consecutive financial years.</li><li>6. COPY OF AFFIDAVIT as per ANNEXURE-I DULY SIGNED &amp; SEALED AND NOTARIZED BY THE BIDDER.</li></ol>

	<p>7. Minimum 3 years of Work Experience in Supply, Installation and Commissioning of , 10000 LPH HTST Pasturizer or dairy machinery in Dairy Industry. (Work Order or Completion Certificate must be uploaded in support of the declaration).</p> <p>8. Company must have sales &amp; service office at Eastern India. Name and address of the same must be uploaded.</p> <p>9. Declaration that the company is not blacklisted by any organization.</p>
<p><b>Earnest Money Deposit</b></p>	<p>The EMD amounting to Rs. 50,000/- 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.</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> <li>2. RTGS/NEFT in case of offline payment through bank accounts in any Bank.</li> </ol> <p><b>Payment procedure.</b></p> <p><b>a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.</li> <li>3. Bidder will receive a confirmation message regarding success/failure of the transaction.</li> <li>4. 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.</li> <li>5. For transaction failure, the bidder will again try for payment by going back to the first step.</li> </ol>

**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

	<p>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.</p> <p>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.</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/PRI, 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.</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/PRI, etc tenders.</p> <p>viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD &amp; Tender Fees (if any) were initiated.</p>
<p>Technical Bid Evaluation</p>	<p>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.</p>
<p>Financial Bid</p>	<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</p>

	<p>copies of the above documents, digitally signed by the bidder are to be uploaded (Excel file).</p> <p>The rate quoted per unit item 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 installation and commissioning.</p>
Validity of Bid	180 days
E Tender registration and bidding	<p><b>ONLINE BID SUBMISSION:</b></p> <p>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.</p>
Download of Tender	<p><b>1. Download of Tender</b></p> <p>Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .The tender will be submitted in two bid system i.e. Technical bid &amp; Financial bid only through online.</p> <p><b>2. Online Bid submission procedure</b></p> <ol style="list-style-type: none"> <li>i. <b>Registration of Bidders:</b> Agencies/Bidders who are interested in participating e-tenders will have to get enrolled &amp; registered with the Government e-Procurement system. through logging on to <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a></li> <li>ii. <b>Digital Signature certificate (DSC):</b> 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.</li> <li>iii. <b>Tender Download:</b> The bidders can search &amp; download NIT &amp; Tender Documents electronically from computer once he logs in to the e-Tendering portal <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.</li> <li>iv. <b>Submission of Tenders:</b> General process of submission, Tenders are to be submitted through online to the stipulated website in two folders, (one is Technical Bid &amp; the other is Financial Bid) before the prescribed date &amp; 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).</li> </ol>
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.

<b>Publication of Tender</b>	<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>
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## **Detailed Technical Specifications of Requirement:**

### **A) Functional Requirements:**

The Unit should be highly suitable for Pasteurization of Raw Whole Milk and Pre Standardized Market Milk like TM, DTM, Cow Milk, Standardized Milk, High Fat Milk, Skimmed Milk at a Fat Range from 0.2 % to 6.5% and SNF Range from 8.0 % to 9.5 % ( TS upto 16 %).

### **B) Basis of Design**

- 1) Temperature Program:  
4 -35-60-80-4 deg C
- 2) Holding Time: 15 secs
- 3) Capacity : 10000 LPH
- 4) Product : Milk ( TS Range from 10 to 16 Percent)

### **C) Design Requirements:**

#### **1. Process Operation:**

Pasteurization temperature control (by advanced PID Controller) and Flow Rate ( by Mechanical Flow Controller in case of Pasteurizer) should be Automatic. Flow will be diverted automatically with alarm if temperature is below the Pasteurizing Temperature. Sequencing of Production, Sanitization and CIP will be manual. Detergent addition in the balance tank and concentration monitoring will be manual.

#### **2. Specifications and Scope of Supply:**

<b>Sl. NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>
<b>01</b>	<u>Balance Tank</u> Capacity 200 ltrs, MOC SS 304 with float and top cover with 3 legs	<b>1 no</b>
<b>02</b>	<u>Feed Pump and Booster Pump</u> Centrifugal Pump with Single Shaft Seal and Motor of Reputed Make ;wetted parts of SS 304, SMS connections	<b>1 no</b>
<b>03</b>	<u>Flow Controller</u> Mechanical Type to control product flow rate, MOC SS 304 with Unions at ends.	<b>1 no</b>
<b>04</b>	<u>Plate Heat Exchanger</u> PHE Model: Reputed Make Mounting Frames: MS Cladded with SS 304	<b>1 no.</b>

	<p>Gaskets: NBR CLIP ON ( Food Grade Type resistant to Heat above 110 deg C, non-corrosive to acids and alkali)  No of Sections: 4 +1 ( Holding Section with Tubes)  Design Temperature: 110 deg C  Design/Test pressure: 6/8 bar  PHE should be designed with sanitary features with proper clean ability and keeping the CIP Flow Requirement which should be closed to the product flow.</p>	
<b>05</b>	<p><u>Holding Tube</u>  Designed for specific Holding Time of 15 sec. considering the CIP Clean ability and fastest particle velocity.  MOC SS 304. Holding tubes will be made of Pipes and Fittings to match the internal surfaces get the best sanitary features and hygienic construction.</p>	<b>1 set</b>
<b>06</b>	<p><u>New Generation Hot Water System</u>  New Generation Hot Water System will be PHE based which will house a Stainless Steel Expansion Vessel with connections and other safety devices for release of condensate pressure.</p>	<b>1 set</b>
<b>07</b>	<p><u>Control Panel</u>  PID Temperature Indicating Controller for heating application with data logger  Alarm/Hooter with reset switch to announce Diversion of milk  Manual/Auto switch for operating Flow Diversion Valve  Modulating Steam Control valve with positioned Start /Stop push buttons with indicating lamps for process pump( Milk pump, hot water pump etc)  1no. ON/OFF lockable switch with indicating lamp for incoming supply from MAIN  The above instruments and Controls should be housed in cabinet ;MOC: SS 304 , duly pre –wired and tested</p>	<b>1 no</b>
<b>08</b>	<p><u>Manual Flow Diversion Valve for CIP</u>  Diaphragm valve with wetted parts in SS 304</p>	<b>1 no</b>
<b>09</b>	<p><u>Automatic FDV at the outlet of Pasteurizer</u></p>	<b>1 no.</b>
<b>10</b>	<p><u>Interconnecting Pipes and Fittings within Module</u>  All pipes and fittings should be internally welded with smooth surface and sanitary features</p>	<b>1 lot</b>
<b>11</b>	<p><u>Simplex Filter</u>  Standard Mesh Size with butterfly valves and associated piping</p>	<b>1 set</b>
<b>12</b>	<p><u>Pasteurization Temperature Recorder</u>  The Temperature Indicator and Controller should be Micro processor based</p>	<b>1 no</b>

<b>13</b>	<u>Technical Documentation</u> Should consist of <ul style="list-style-type: none"> <li>• Equipment lay out drawing</li> <li>• Flow Chart</li> <li>• Operation and Instruction Manual</li> <li>• Heat Exchanger Plattage Drawing</li> </ul>	<b>1 set</b>
<b>14</b>	<u>Commissioning of Module</u> <ul style="list-style-type: none"> <li>• Proper commissioning after installation should be done considering the following;</li> <li>• Installation Checks</li> <li>• Pre commissioning checks</li> <li>• Maintenance Training and Trial Run</li> </ul>	
<b>15</b>	All the above components should be installed on SS 304 SKID FRAME in compact , aesthetic , modular construction except PHE Pasteurizer	
<b>16</b>	Any other modern features additional to the above mentioned for improved operational conditions may be included in the unit as per company provision.	

### **3. Accessories:**

Suitable Controller and Panel box with mounted inbuilt electronic and electrical starters, relays, ON-OFF switches etc. with devices for operation and monitoring of the unit. Provision should be given for cable connection to Main panel for Incoming Line. Cable connection to the Main panel will be at customer's scope.

### **4) Scope of the Purchaser**

Site Preparation including CIVIL WORK for foundation, Factory Shade, Power and Water Supply, Compressed Air Supply etc. are under the Scope of the Purchaser.

### **5) O&M Manual:**

1 Set with both Hard and Soft Copy.

### **6) Installation and Commissioning:**

All the Spares and components related to the Unit should be supplied, assembled, configured, commissioned and demonstrated for the purpose of high efficiency output. The bidder should provide all the necessary inputs for satisfactory output.

### **7) Warranty:**

The Unit shall have a minimum warranty period of one year from the date of commissioning. Any issue regarding maintenance and repairing affecting machine performance within the mentioned warranty period should be resolved within 24 hrs. Any damage of spares due to poor workmanship of the bidder should be replaced free of cost within the mentioned period.

### **8) Annual Maintenance Service:**



AMC within the Warranty period should be free of cost. Renewal of AMC after the warranty period would be initiated subjected to Company performance.

#### **9) Training:**

Operational & Cleaning SOPs (including leaflet on troubleshooting) should be well explained to the Milk Union operators for daily operation.

### **GENERAL TERMS & 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 any bidder and seek clarification/information regarding bids within the stipulated time frame. In case the bidders fail to clarify any query during the stipulated time frame the bid shall be liable for rejection.
4. The Milk Union may reject any bid from any party with unsatisfactory performance with the Milk Union or any other Milk Union in the past.
5. Inspection of materials may be undertaken at the supplier's premises whenever necessary by the Tendering Authority/ any officer authorized by the undersigned.
6. The Bidders must have arrangement in Eastern India 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.
7. Bidders are required to go through the Tender Documents understand the requirement the location of the installation and commissioning and then quote their rate. Rate once quoted by the bidder shall be deemed to be quoted by the bidder after understanding the requirements of the Milk Union. Rates once quoted are final and no alteration in rate shall be allowed. All the pages of this NIT must be duly signed, sealed and uploaded by the bidder as a token of acceptance of the Terms and Conditions of the NIT.
8. **Price:** Price consists of the cost of the equipment along with installation and commissioning of the unit along with trial run and satisfactory operational training of the entire unit with one year of comprehensive warranty along with all taxes and levies.
9. **Bid Validity:** The rate once quoted in this tender shall remain valid for a period of 180 days from the date of Financial Bid Evaluation. Bidders are therefore required to assess their rates before quoting them.

10. **Warranty:** All the spares and components of the Pasturizer Unit must be warranted by the supplier for a period of 1 year from the date of successful installation and commissioning. If any component is found to be non-functional due to any manufacturing defect or as a result of poor workmanship the component must be immediately replaced by the supplier within 24 hours free of cost and the replaced spare should have the warranty period of 1 year.

**Warranty Extension:** The warranty of equipment would be extended if equipment remains down during the warranty period, for more than period mentioned below: -

- If any major equipment has been down for more than 10 days in a year, warranty would be extended by one Month,
  - If any major equipment has been down for more than 30 days due to malfunctioning of the any part supplied by supplier or want of spares/ consumable, warranty would be extended by one Year.
11. **Payment:** Payment shall be released in 2 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:
- a. **First Phase:** 70% payment shall be released after 1 month of successful delivery of the machine in good condition. EMD shall also be released after receipt of an intimation in writing from the supplier.
  - b. **Second Phase:** 20% payment shall be released after successful installation and commissioning of the entire Unit certified by the Concerned Official and approved by the Competent Authority.
  - c. **Third Phase:** 10% payment shall be released after 1 month of submission of equivalent amount bank guarantee valid for a period of 1 year. This shall serve as Performance Guarantee. 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 operations of the Milk Union, 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.
12. **EMD & Security Deposit:** EMD shall not carry interest. EMD of unsuccessful bidders shall be refunded within 2 working days after finalization of Award of Contract. EMD of the successful bidders shall be converted into Security Deposit and shall be released along with the first phase of payment.
13. **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.
12. **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 week subject to a maximum of 10% of the total cost of materials shall be charged if goods are not delivered installed or commissioned 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.
13. **Loading and Unloading** of goods is the responsibility of the supplier. If the Milk Union makes its own arrangement for the unloading of the materials the respective cost of the same shall be deducted from the bidder.
14. **Site Preparation:** Preparation of site for installation and commissioning the Unit shall be arranged by the Milk Union.
15. **Documentation:** Complete documentation like principal warranty papers, operation manuals, document of technical specifications and guarantee cards have to be furnished by the supplier. Failure to submit any of the above document in hard copies at the time of supply of the materials shall lead to non-acceptance of the material.
16. **Delivery, Installation and Commissioning:** The materials must be delivered installed and commissioned in the Dairy Plant of The Bhagirathi Cooperative Milk Producers' Union Ltd. Feeder Dairy, Panchantala, Berhampore, Murshidabad, Pin-742101, West Bengal. The installation and commissioning of the unit must be completed within 60 days from the acceptance of the Purchase Order.
17. **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.
18. **Registration of Goods:** If required under the Applicable Law, Goods supplied under the Agreement shall be registered for use in India.
19. **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.
20. **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.
21. **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.
22. **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.
23. **Termination for Convenience:** The Purchase, 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.
24. **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.
25. **Applicable Law:** The Agreement shall be interpreted in accordance with the laws of Union of India.
26. **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.
27. 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. E-Procurement portal of Govt. of West Bengal (<https://wbtenders.gov.in> )
2. Official Website ( [www.bhagirathimilk.com](http://www.bhagirathimilk.com) )
3. Office Notice Board

## Annexure – I

### AFFIDAVIT

**(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 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 execute a formal Agreement embodying the terms & conditions of the said online tender and the General Terms & Conditions.

**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)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at.....and signed before me on this day of ..... (Seal).

**(Signature of the Notary Public)**