



The Bhagirathi Co-operative Milk Producers' Union Limited
(A Govt. of West Bengal Project)

BU/DAIRY/RKVY(21-22)/3626

Dated: 27.03.2023

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)	27.03.2023 at 1600 hrs
2	Documents download start date (Online)	27.03.2023 at 1605 hrs
3	Technical Bid proposal submission start date (Online)	27.03.2023 at 1610 hrs
4	Bid Submission end date (Online)	11.04.2023 at 1610 hrs
5	Technical bid opening date	13.04.2023 at 1610 hrs
6	Pre bid Meeting (not mandatory)	Nil
7	Financial Bid Opening date	To be notified later

The details of work are given below:

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

	<p>7. Minimum 3 years of Work Experience in Supply, Installation and Commissioning of at least 10 no(s) 10000 LPH HTST Pasteurizer (Work Order or Completion Certificate must be uploaded in support of the declaration).</p> <p>8. Company must have sales & 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>Earnest Money Deposit</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"> 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. <p>Payment procedure.</p> <p>a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :</p> <ol style="list-style-type: none"> 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. 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. 5. For transaction failure, the bidder will again try for payment by going back to the first step. <p>b) Payment through RTGS/NEFT:</p>

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 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.
- iv. If the L1 bidder accepts the LOI and the same is processed

	<p>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/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.</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 & Tender Fees (if any) were initiated.</p>
Technical Bid Evaluation	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.
Financial Bid	<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 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
Download of Tender	1. Download of Tender

	<p>Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. https://wbtenders.gov.in .The tender will be submitted in two bid system i.e. Technical bid & Financial bid only through online.</p> <p>2. Online Bid submission procedure</p> <ol style="list-style-type: none"> i. Registration of Bidders: Agencies/Bidders who are interested in participating e-tenders will have to get enrolled & registered with the Government e-Procurement system. through logging on to https://wbtenders.gov.in ii. Digital Signature certificate (DSC): 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. iii. Tender Download: The bidders can search & download NIT & Tender Documents electronically from computer once he logs in to the e-Tendering portal https://wbtenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of Tender Documents. iv. Submission of Tenders: General process of submission, Tenders are to be submitted through online to the stipulated website in two folders, (one is Technical Bid & the other is Financial Bid) before the prescribed date & 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).
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.
Publication of Tender	<ol style="list-style-type: none"> 1. E-Procurement Portal Govt. of West Bengal (https://wbtenders.gov.in) 2. Website of the Milk Union (www.bhagirathimilk.com) 3. Office Notice Board

TECHNICAL SPECIFICATION OF MILK PASTEURISER.-10KLPH

1. **CAPACITY:** 10 KLPH (SKID MOUNTED)
2. **MAKE:** ALFA LAVAL/GEA/GOMA/IDMC/TETRAPACK
3. **TEMPERATURE:** Programme 5-45-65-80-4 ° C.
4. **REGENERATION** - 93% Minimum
5. **HOLDING TIME** - 20 secs in Tubes.

SCOPE OF SUPPLY:

PLATE HEAT EXCHANGER: PHE should be SS 316 plates with gasket of NBR food grade material which would be consist of fix plate and four intermediate plates. The frame of the PHE should be cladded in SS304 and should be provided with SS ball feet. Make should be Tetra Pak/IDMC/GEA/ALFA LAVAL.

FLOAT BALANCE TANK: - 100 ltrs capacity fabricated from 2 mm thick AISI 304 stainless steel sheet with cover, float, outlet and adjustable stainless steel ball feet.

AUTOMATIC FLOW CONTROLLER: (stainless steel) to maintain the required flow rate irrespective of the pressure loss. Make should be Tetra Pak/IDMC/GEA/ALFA LAVAL

S. S DUPLEX FILTER with suitable pore size to continuously filter the product. The design should be such so as to facilitate quick dismantling of the filter element complete with changeover valves at inlet and outlet and air purging and arrangement.

STAINLESS STEEL MILK PUMP to match with the pasteurizer capacity. The TEFC drive motor should be fitted with SS shroud with louvers for air cooling and suitable arrangement for cabling. Make should be Tetra Pak/IDMC/GEA/ALFA LAVAL

Stainless steel hot water set consisting of mixing chamber auto steam flow regulating valve, pressure relief valve, overflow discharge, hot water circulating pump (Cap-15, 000 LPH), make Grundfoss/Tetra Pak/IDMC with all inter connecting SS pipes & fittings. The hot water pump should be fitted with SS shroud with louvers for air cooling & suitable cabling arrangement. Automatic control panel shall consist the following:

The panel should be of floor mounted design dust, weather and vermin proof fabricated from 2 mm thick SS sheets of AISI SS 304 material. It should be lockable type. Make should be Siemens/equivalent make.

1. One no two pen temp. recorder with serving element for recording hot and chilled milk temperature. The recorder will be of circular/ chart type having a range 0 degree, -120 ° C with a straight drive suitable for operation on single phase 230 V, 50 C/s AC supply.
2. One no digital temp. indicator mounted on the panel to indicate the hot milk temp. Continuously. This shall be sensed through a PT -100 sensor. PI indicating controller, EPT, Steam flow regulating valve, PT-100 sensor senses the hot milk temp. and gives a signal to PID controller which in turn actuates EPC to give the required air signal to steam flow regulating valve. Thus the flow of steam into the hot water tank is controlled in proportion to hot milk temp. so that the pasteurization or hot milk temp. is maintained at the present value (Temp. accuracy + 0.5 ° C)
3. Pasteurizer shall also be provided with an **AUTO FLOW DIVERSION VALVE**. This valve is actuated whenever the pasteurization temp goes below the present value, thereby enabling milk to divert back to FBT. There shall be an audiovisual alarm provided for this purpose. Make should be SPX-APV/GEA /Alfa laval.
4. An air filter cum pressure regulator shall be provided to control and supply air to instruments at the present value along with a pressure gauge to indicate the pressure.
5. The control panel should also have a mimic diagram showing the flow of milk & service media at various stages of the pasteurizer.

- 6 Set of push buttons, rotary switch indicating lamps should be provided on the panel and prewired to indicate automatic diversion/ forward portions of **FDV** as the situations may be.

ON and OFF push button with indicating lamps with suitable inscriptions shall be provided for the following pumps:

7. **Heat Exchange Model PAP -5:**

Plates - The plates shall be made from SS conforming to AISI 316 and of sanitary design. This should be readily removable for cleaning & inspection.

Gaskets:

The sealing gasket shall ensure complete sealing & prevent cross leakage between product and service liquid. The gasket materials shall be prod. grade Nitrile rubber and withstand the pasteurization temperature & CIP cleaning solutions.

Holding sections:

It shall be designed to hold the product for minimum specified holding time at the pasteurization temperature.

Supporting Frame:

The supporting frame for the plate pack shall be of a self-supporting design made from SS (AISI 304) with necessary tightening arrangement. The frame shall have adjustable ball feet.

Inlets / Outlets:

The inlet and outlets in each sections of the heat exchanger for products and services shall be provided with complete SS (AISI -304) unions. Stainless for thermometers on all the inlets and outlets of products and steel (AISI -304) products services complete with a SS guard of at least 200mm length for mounting PT100 sensors five nos. PT100 sensors shall be provided to measure inlet outlet or milk, pasteurized milk outlet inlet and outlet or heating and cooling media.

The heat exchanger shall have inlet & outlet connections for connecting milk clarifier at 45 ° C and homogenizer at 65° C. Hence there shall be total 5 sections with necessary dividing plates.

There shall be total 201 nos. of plates having heat transfer areas of 0.40 sq meter per plate with a total heat transfer area of 80.4 sq meter.

Safety Device.

A safety device shall be provided in the hot water side of heating sections to avoid damage to the heat exchanger caused by excessive pressure. It shall be of sanitary design.

8. One set of suitable size inter-connecting SS pipes and fittings to connect the FDV, Feed Pump, Heat Exchanger duplex filter, FDV to FBT forward diverted line etc. with necessary SS pipe supports & SS clamps.
9. a) Two sets of manual along with relevant drawings including control diagram.
b) A set of standard tools shall be supplied with the equipment.

10. **ERECTION & COMMISSIONING: SCOPE OF SUPPLY:**

Unpacking of the equipment shifting of the equipment to the desired place. Positioning of the equipment in its place. Inter-connection of the equipment with SS & service pipelines.

The erection of the above shall be carried out by the successful bidder which would also include the followings:

- a) Steam diaphragm valve.
- b) Pipeline connection to inlet of Hot water mixing battery after steam diaphragm.
- c) Inter-connecting SS piping between FBT, pump, Duplex filter FDV & pasteurizer.
- d) Hot water piping between hot water set and pasteurizer and back.
- e) Airline from control panel, FDV, Diaphragm valves.
- f) Control cables from panel board to pasteurize PT -100.
- g) Flow diversion valve etc. pipeline from FDV to FBT.

After installation of equipment, the pasteurizer set shall be put on trial run for a period of 3 days to see the performance, capacity measurement etc.

Drawings:

You shall send us 03 sets of fabrication drawings of all items, plate diagram of the pasteurizer showing the pass & flow arrangement of milk & service media, drawing for inter connecting pipes and fittings with pipe supports, electric / pneumatic control diagram etc. within 15 days of receipt of the purchase order for our approval. We shall send you the approved drawings within seven days of receipt provided the drawings are in order.

Guarantee:

The equipment shall be guaranteed for a period of twelve months from the date of commissioning of 18 months from the date of supply.

Annual Maintenance Service:

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

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 guarantee 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 supply, installation and commissioning of the Pasteurizer 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 1 year of guarantee and maintenance of the machine whenever required beyond preventive maintenance 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. **Guarantee:** All the spares and components of the Pasteurizer Unit must be guaranteed by the supplier for a period of 12 months 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 guarantee period of 1 year.

Guarantee Extension: The guarantee of equipment would be extended if equipment remains down during the guarantee period, for more than period mentioned below: -
 - If any major equipment has been down for more than 10 days in a year, guarantee 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, guarantee 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 and minimum efficiency output of 93% 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 along with minimum efficiency output of 93% certified by the Concerned Official. 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. **Efficiency of Pasteurizer:** Efficiency of the pasteurizer quoted for should be minimum 93%. Second phase and third phase of payment shall only be released after verifying the efficiency of the pasteurizer.
14. **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.

15. **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.
16. **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.
17. **Site Preparation:** Preparation of site for installation and commissioning the Unit shall be arranged by the Milk Union.
18. **Documentation:** Complete documentation like principal guarantee 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.
19. **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.
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 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.
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.
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 at any point of time 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)
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)