



West Bengal Cooperative Milk Producers' Federation Limited

LB-2, Sector-III, Salt Lake City, Kolkata-700 106.

Phone No: (033)23352844/60 FAX: (033) 23352896

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Website: www.benmilk.com

SET OF TENDER DOCUMENTS (ON LINE)

for

**Procurement of Milk Analyzers (228 Nos.) for different Milk Unions under West Bengal
Co-operative Milk Producers' Federation Ltd**

Each set contains:

- 1. Notice inviting Re e-tender**
- 2. General terms & conditions.**
- 3. Specification of the item [Milk Analyzer]**
- 4. Instruction to the bidders & eligibility for Quoting**
- 5. Application format (Annexure - I)**
- 6. Check list in prescribed format**
- 7. Copy of formal agreement**

Sd/-

Managing Director

West Bengal Co-operative Milk Producers' Federation Ltd.



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Phone No: (033)23352844/60 FAX: (033) 23352896

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NOTICE INVITING RE e-TENDER

NIT NO. WBARD/WBMF/ANALYZER/Diff. MU/NIT-04A/10/10(QA)/22-23

Date: 14.03.2023

For Supply, Installation and Commissioning of Milk Analyzers (228 Nos.) at different Milk Unions under West Bengal Cooperative Milk Producers' Federation Limited

(Submission of Bid through NIC e-tender portal --- <http://wbtenders.gov.in>)

West Bengal Cooperative Milk Producers' Federation Limited re-invites techno-commercial offer from original equipment manufacturers or their authorized channel partners for supply, installation, testing and commissioning of milk analyzers (228 Nos.) at different societies of the Milk Unions under West Bengal Cooperative Milk Producers' Federation Limited as per details provided below. The tender is invited in on-line mode through <https://wbtenders.gov.in>. The bidders should have the necessary portal enrolment with their own Digital Signature Certificate (DSC).

Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents may be viewed in the website: <https://wbtenders.gov.in>. Corrigendum/amendment to this notice, if required, shall be published only on <https://wbtenders.gov.in> and the web site of WBCMPFL (www.benmilk.com) and will not be published in any newspaper.

Milk Union wise break up of milk analyzers:

Sl. No.	Name of the Milk Union	District	No. of Milk Analyzers
1	Bardhaman	Purba Bardhaman	50
2	Bhagirathi	Murshidabad	75
3	Damodar	Hooghly	52
4	Howrah	Howrah	41
5	Mayurakshi	Birbhum	10
Total			228

NB: Places of supply, installation, testing and commissioning of the Milk Analyzers are indicative only. No additional or extra payment will be borne by WBCMPFL for change in location of the Milk Analyzers to be supplied. The offered price should be uniform for all sites under the different Milk Unions in the state of West Bengal irrespective of distance.

In case the beneficiary Milk Union or WBCMPFL or 'Banglar Dairy Ltd.' introduces a Payment Software, it should also be made compatible with the milk analyzer supplied.

Functional requirement: The milk analyzer will be used at Dairy Coop Societies to test the quality of raw milk procured from farmers in accordance with the parameters set out in this document.

Scope of supply: Includes supply, installation, testing & commissioning of the milk analyzer as per the specification mentioned and includes demonstration & training to the Operator/Secretary/Tester of the Society or of such a person as may be selected by the Milk Union.

Supply, installation, testing & commissioning of the milk analyzer is to be completed within **60 days** from the date of issue of the Supply Order.

General Terms and Conditions:

1. Login by Bidder:

For Re e-tendering, the intending bidders are advised to note carefully the information and instructions as mentioned in 'Instructions to Bidders' stated in Section – A before tendering the bids. The intending bidders are further advised to keep in mind that the scanned copies of duly filled in different Forms and Affidavits as given in Section – B are to be uploaded in the respective folders as indicated in 'Instructions to Bidders'.

In the event of e-filling, intending bidder may download the tender documents consisting of this N.I.e-T., Instruction to Bidders, different Forms, Schedule of Work (BOQ), and Addenda & Corrigenda (*if any*) from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

2. Earnest Money:

2.1 The Bidder has to make payment of pre-defined Earnest Money against the each work for which they applied, by selecting either of the following payments modes:

i.	Net banking via Axis Bank Shyambazar Branch, Kolkata through ICICI Bank payment gateway.
ii.	RTGS/NEFT in case of offline payment through Bank Account Axis Bank, Shyambazar Branch

2.2 The process of deposit of earnest money through offline instruments like Bank Draft, Pay Order etc. has been stopped for e-procurement w.e.f. 01/09/16 as per Finance Department Order No. 3975-F(Y) dated 28th July, 2016. Necessary Earnest Money has to be deposited by the bidder electronically: online-through his net banking enabled bank account, maintained at any bank or: offline–through any bank by generating NEFT/RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e- tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Pre-defined Amount as mentioned in the NIT/NIQ against each work, Beneficiary Bank name (Axis Bank) & IFSC Code and e-procurement Reference No. and Intending bidder who wants to transfer EMD through NEFT /RTGS must read and follow the instructions of the pre-filled Challan generated from e-Procurement site for payment of the EMD. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for Processing of Payment of EMD. [Detail procedure is furnished in Clause-4.3].

2.3 Earnest Money Payment procedure as per Finance Department Order No. 3975-F(Y) dated 28/07/16:

I. Payment by Net Banking (any listed bank)through ICICI Bank Payment Gateway:

- a) 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.
- b) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- c) Bidder will receive a confirmation message regarding success/failure of the transaction.
- d) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government/ PSU/ Autonomous Body/ Local

Body/PRI's etc maintained with the Focal Point Branch of ICICI Bank at R. N. Mukherjee Road, Kolkata for collection of EMD/ Tender Fees.

e) If the transaction is failure, the bidder will again try for payment by going back to the first step.

II. Payment through RTGS/NEFT:

a) 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.

b) The bidder will print the Challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

c) 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.

d) If verification is successful, the fund will get credited to the respective Pooling account of the State Government/PSU/Autonomous Body/Local Body/PRI's etc. maintained with the Focal Point Branch of ICICI Bank at R. N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

e) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

f) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

2.4 Earnest Money Refund/Settlement Process:

a) The EMD of the bidders disqualified at the technical evaluation will be refunded through an automated process to the respective bidders' bank accounts from which they made the payment transaction.

b) 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.

c) 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.

d) As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal, EMD of the L1 bidder will automatically get transferred from the Pooling account to the respective linked bank account of the West Bengal Cooperative Milk Producers' Federation Limited along with the bank particulars of the L1 bidder. All refunds will be made to the Bank Account from which they made the payment of EMD was initiated.

3. NO INTEREST SHALL BE PAYABLE BY WBCMPFL FOR "SECURITY DEPOSIT" AND "EARNEST MONEY DEPOSIT".

4. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>

5. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per the Time Schedule stated.

6. The FINANCIAL OFFER of the prospective bidder will be considered only if the **TECHNICAL BID** of the bidder is found qualified by the 'Tender Evaluation Committee'. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

7. Eligibility criteria for participation in the tender

- a. The prospective bidders shall have satisfactorily completed, as a prime agency, at least one work of similar nature during the last 5 (*five*) financial years from the date of issue of this Notice **under the authority of State / Central Government, State Milk Federation/Milk Unions, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government where value of the amount put to tender not less than Rs One Crore.** Supporting documents in this respect must be submitted.
 - b. **SATISFACTORY DEMONSTRATION IN ALL RESPECTS OF AT LEAST ONE COMPLETE SET MILK ANALYZER (WHICH WILL BE SUPPLIED BY THE BIDDER) IS COMPULSORY BEFORE SUBMISSION OF E-TENDER.**
THE DATE, TIME AND VENUE OF THE DEMONSTRATION IS MENTIONED IN THE DATE AND TIME SCHEDULE (PAGE 7).
 - c. Income Tax Return Acknowledgement for the latest Assessment year, P.T. Deposit Challan for the year 2022-2023, Pan Card, Valid 15 – digit Goods and Service Taxpayer Identification Number (GSTIN) under GST Act, 2017, Trade License from the respective Municipality, Panchayet etc. along with the non statutory documents are to be submitted with the Technical Bid Documents.
 - d. The prospective bidders or any of their constituent partners shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (*five*) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders.)
 - e. In case of Proprietorship, Partnership Firms and Company, Tax Audit Reports are to be furnished along with the Balance Sheet and Profit and Loss Account, and all the documents along with schedules forming the part of Balance Sheet and Profit & Loss Account should be in favor of the applicant. No other name along with applicant's name in such enclosure will be entertained.
 - f. Registered Partnership Deed for Partnership Firm is to be submitted. The company shall furnish the Article of Association and Memorandum.
Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably **upload a copy of registered power of attorney showing clear authorization in his favor**, by the rest of the directors of such company or the partners of such firm, to upload such tender.
 - g. **Joint Ventures will not be allowed.**
- 8. No mobilization advance and secured advance will be allowed.**
- 9. Security Deposit:**
- i) WBCMPFL will retain @ 3% of the Bill/Invoice value as security money deposit for six months after successful completion of the tenure of the warranty/ensured service period.
 - ii) Earnest Money will be refunded after satisfactory completion of supply, installation, testing and commissioning of the milk analyzers.
 - iii) No proportionate refund of Earnest Money/Security Money will be allowed in any case.

10. The successful bidder will have to arrange for transportation, labour, delivery at site, etc. for successful installation and commissioning of the units at their own cost and responsibility.
11. **Statutory deduction of STDS shall be made from the bidders bills as and when they are processed for payment.**
12. **Tax liability of the concerned work contract has to be borne as per prevailing GST Act, 2017 by the agency.**
13. **All statutory deduction will be made from the bidder's bill based on the prevailing norms/orders of the Government.**
14. Bids shall remain valid for a period not less than 180 days from the date of opening of Financial Bid. If the bidder withdraws the bid during the e- tender process or fails/denies to execute the agreement or fails to execute the supply order within the scheduled time period, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
15. **Date and Time Schedule:**

Sl. No	Particular(s)	Date & Time
1.	Date of Publishing of Re e-Tender	14.03.2023 at 4.00 P.M
2.	Documents download / sale start date (online)	14.03.2023 at 4.00 P.M
3.	Pre-Bid Meeting and Demonstration of at least one complete set of MILK ANALYZER (Which will be supplied by the bidder)	21.03.2023 at 3.00 P.M
4.	Bid submission start date (online)	24.03.2023 at 11.00 A.M
5.	Bid Submission closing date (online)	05.04.2023 at 4.00 P.M
6.	Bid opening date for Technical Proposals (online)	10.04.2023 at 12.00 O' clock onwards
7.	Date of uploading list for Technically Qualified Bidder (online)	After evaluation of Technical Bid
8.	Date & Place for opening of Financial Proposal (online)	To be notified later on
9.	Date of uploading of list of bidders along with their rates through (online), also if necessary for further negotiation through.	To be notified later on

16. The Bidders, at their own responsibility and risk are encouraged to visit and examine the site of supply/work and its surroundings and obtain all information that may be necessary for submitting the Bid and entering into a contract for the work as mentioned in the Notice Inviting Re e-Tender. The cost of visiting the site shall be at his own expense.
17. Whatever may be the outcome of the present notice inviting of Bids, the cost of bidding shall not be reimbursed by the West Bengal Cooperative Milk Producers' Federation Ltd.
18. **Conditional / Incomplete tender will not be accepted under any circumstances.**
19. **The intending bidders are required to quote the rate *online* in the space marked for quoting rate in the B.O.Q. The rate quoted should be inclusive of all charges including taxes, transportation etc.**
20. The successful bidder will be required to comply with the provisions of (a) the Contract Labour (Regulation Abolition) Act. 1970 (b) the Apprentices Act. 1961 and (c) the Minimum Wages Act. 1948 and any other laws relating thereto and the rules made and order issued there under from time to time.
21. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or

any other paper submitted by the bidder is incorrect /falsely manufactured / fabricated, that bidder will not be allowed to participate in the tender and that application will be rejected without any prejudice.

22. The Managing Director, West Bengal Cooperative Milk Producers' Federation Ltd. reserves the right to cancel the N.I.e-T. at any stage and no claim in this respect will be entertained.

23. Before issuance of the PURCHASE/SUPPLY ORDER, the tender inviting authority will verify the credentials and other documents of the lowest bidder. On verification, if it is found that the documents submitted by the lowest bidder is either manufactured or false, in that case, the work order will not be issued in favour of the said bidder under any circumstances AND the earnest money will be forfeited.

24. This N.I.e-T. shall form a part of the contract document. The successful bidder, on acceptance of the bid by the Accepting Authority, is required to sign the contract consisting of N.I.e-T., all tender documents forming part of the bid as uploaded at the time of invitation of bid, the rates quoted online at the time of submission of bid.

25. The Re-e-tender must be supported by ONLY SCANNED COPY or COPIES OF ORIGINAL DOCUMENTS as mentioned in General Terms & conditions for submission of e-tender.

Documents mentioned in Sl. Nos. (a) to (m) herein below are to be submitted with the technical bid. Documents must be submitted (on line). Attested photo-copy that has been scanned will not be considered for on-line submission as valid documents. *Bidder(s) will be required to sign the terms & conditions of N.I.e.T. before execution of agreement, if selected.*

No Bid will be accepted, if the same is not supported with all the documents mentioned herein below:

a) Each bidder, unless the bidder is exempted under the existing order of the concerned state Government or Govt. of India, will have to deposit Earnest Money of Rs. 1,82,400/- (Rupees One Lakh Eighty Two Thousands Four Hundreds Only) only as per above manner or Document Showing EMD Exemption to be uploaded. E.M.D. in any other manner not acceptable.

b) Scanned Audited Balance Sheet of P/L Account for the year 2019-20, 2020-21 & 2021-22.

c) Scanned certificate from a registered Chartered Accountant showing turnover of at least Rs. One Crore in financial year 2019-20 or 2020-21 or 2021-22.

d) Scanned credentials showing supply of similar items of value Rs. One Crore or more in a financial year.

e) Scanned ORIGINAL PAN Card.

f) Scanned Professional tax Clearance Certificate (2022-23).

g) Scanned ORIGINAL Trade License (valid up to 31.3.2023).

h) Scanned Valid 15 digit Goods & Services Taxpayers Identification Number (GSTIN) under GST Act, 2017.

i) Scanned N.I.e.T. including terms & conditions, specifications etc. digitally signed will have to be uploaded as a token of acceptance.

j) Scan copy EMD deposit challan/ authentic documents against EMD EXEMPTION.

k) Scanned copy of CHECK LIST.

l) Printed Brochure/Literature of the quoted items.

m) Scanned copies of the original proof of value of similar work executed in the last 5 (five) financial years from the date of issue of this Notice under the authority of State / Central Government, State Milk Federation/Milk Unions, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government where value of the amount put to tender not less than Rs One Crore.

Hard copy of Statutory/Non-Statutory Documents is/are NOT required to be submitted physically. The selected bidder will have to submit hardcopy of Statutory/Non-Statutory Documents at the time of execution of formal agreement.

- 26. Uniform Basic Rates for the Milk Analyzers should be quoted** in words and figures inclusive of delivery (up to site), packing, forwarding, insurance, loading & unloading charges, installation, commissioning, training, demonstration, etc at BOQ (Bill of Quantities) in financial Bid (BID-B). **THE OFFERED RATE SHOULD BE VALID FOR NOT LESS THAN 180 DAYS.** Rates of GST, OTHER TAXES, IF ANY, MUST BE INCLUDED IN THE TOTAL PRICE PER UNIT. GST, OTHER TAXES, IF ANY, MUST BE SHOWN SEPARATELY IN THE BILL/TAX INVOICE.
- 27.** N.I.e.T. (*download properly and upload the same digitally Signed*). The rate should be quoted in the B.O.Q. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in any other place, the tender is liable to be summarily rejected. All the tender documents including N.I.T., terms & conditions for submission of tender & B.O.Q. will be the part & parcel of the bid documents.
- 28.** Any dispute / difference arising out of this tender, which cannot be amicably settled between the parties, shall be referred to the adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be at different Milk Unions within the state of West Bengal.
- 29.** Pre-Bid Meeting and Demonstration: Pre-Bid meeting with demonstration of at least one complete set of milk analyzer (which will be supplied by the bidder) must be done on the specified date/time as per schedule under SL no-15. Non-demonstration of at least one complete unit of milk analyzer shall be treated as disqualification of the bidder (s). In any case submission of the e-tender without demonstration of the unit shall straight way reject the bid (s) of the bidder (s).

The offered rate should be valid for **180 days** from the date of opening of Financial Bid. But the period may be extended/ reduced at the discretion of the undersigned/Tender Committee/Tendering Authority & requirement.

Sd/-
Managing Director
West Bengal Co-operative Milk Producers' Federation Ltd.

Detailed Specifications of Analyzer components:

1. **Functional Requirements:**

To test & display fat %, SNF %, added water % and density of sample milk.

2.0 **Design & Other Requirements:**

The specifications of milk analyzer as detailed below are minimum required specifications. The vendor has to provide for all the components/ tools / software required for meeting operational & functional requirement. Bidders can offer better & higher version specifications if available with them which could be considered, but without any extra weightage.

2.1 **Operating Environment:**

All the components of the milk analyzer should be rugged and must operate in dusty, hot and humid village environment where power outage and supply fluctuations are frequent. The operators may not be skilled persons and not conversant in using electronic equipment:

- Power supply : 160 to 260 ± 10 % V (AC); 50 Hz ± 3 % / 12 V (DC)
- Ambient Temperature : 5 – 50° C
- Relative Humidity : 50 % to 95 %

2.2 **Operational provisions:**

2.2.1 Installation and Commissioning: All the components of the milk analyzer should be assembled, configured, commissioned and demonstrated for the purpose of smooth milk collection by the supplier to the satisfaction of the user. The bidder should install and provide all the inputs/ materials for the proper earthing as per local Electricity Board Regulations.

2.2.2 Warranty: All the components included in the milk analyzer shall be warranted for **2 years** comprehensive warranty where Burnt due to fire & broken (due to accident) items are not covered. Supplier has to ensure the installation and commissioning of proper earthing before start of actual operation of milk analyzer. The supplier needs to resolve the issue within next day. In case supplier is unable to resolve the issue then the supplier has to ensure availability of standby equipment till repair and maintenance of the equipment.

2.2.3 Training: Comprehensive training for 2 days in class room & hands-on training for 4 shifts of milk collection all operational aspects of the milk analyzer and other analyzer components to DCS/ MCC staff at Village level and other officers of Milk Union between 1st & 2nd month of installation refresher training in group shall be imparted at a nodal location.

2.2.4 Operational & Cleaning SOPs (including leaflet on troubleshooting): Provide laminated wall chart indication important steps involved in operation & cleaning of the milk analyzer for displaying in DCS.

2.2.5 Earthing: The proper earthing as per local Electricity Board Regulations is to be done.

SPECIFICATION OF MILK ANALYZER

1.0	Milk Analyzer	
1.1	Functional Requirement	To test and display fat %, SNF %, added water % and density of sample milk.
1.2	General Characteristics , Technical Overview & Measuring Parameters	<ul style="list-style-type: none"> • Ultrasonic Single sensor based milk analyzer for testing fat %, SNF %, Added water % and density. • Measuring parameters: <ol style="list-style-type: none"> 1) Fat – 0.5% to 15% , with accuracy + / - 0.1%, with Resolution: 0.01% and Repeatability: + / - 0.05% 2) SNF – 3 % to 15 % , with accuracy + / - 0.2%, with Resolution : 0.01% and Repeatability: + / - 0.05% 3) Added water – 0% to 100% with accuracy + / - 0.5%, with Resolution: 1% and Repeatability 0.5% • Measuring time: >30 Sec per sample @ 30⁰C Milk Temperature • Average testing speed: 80 samples / hr. (minimum) @ 30⁰C Milk Temperature. • Milk Sample Volume: 25 ml. (maximum) • Milk sample Temperature: 10 – 40⁰C • Milk Acidity: <25⁰T (Degree Thorn) • Cleaning: Manual & Auto • Memory: Cleaning, Correction & Calibration records with time Stamp • Password: Two Layer Password Protection • Display: 2*20 character LCD display with Green backlight. • Power: AC Power – 160V – 270V /50HZ AC 1.6 A Max; DC Voltage – 12 – 14.2 V DC; Consumption 40 W max; DC Cable DIN Connector with Cable length of 1.8 Meter • Selectable DATA Format for easy interface with any Dairy Software • Relative Humidity – 30 – 80% Interface – RS – 232 Serial with Cable
1.3	MoC for enclosure	AISI 304, 0.75 mm thick minimum
1.4	Loose Accessories	<ul style="list-style-type: none"> • Holding bottom tray for spillage- 1 No. • RS 232 Serial Cable – 1 No. • A C Power cable with plug top – 1 No. • Measuring Mugs- 2 Nos • Daily cleaning solution – No. of Bottle 3 (Quantity minimum 200 ml or equivalent). • Weekly cleaning solution – No. of Bottle 2 (Quantity minimum 200 ml or equivalent) or • Monthly cleaning solution – No. of Bottle 1 (Quantity minimum 200 ml or equivalent)
1.5	Manual	Operating Manual each in English & Local language (in this case Bengali) per MILK ANALYZER supply
2.0	Ultrasonic Milk Sample Stirrer	
2.1	Functional Requirement	To remove air from fresh milk sample by vibrations created in the milk before testing of milk.
2.2	Type	Table top, Ultrasonic Stirrer
2.3	Stirrer for Ultrasonic Stirrer	SS Ball type

2.4	Ultrasonic Frequency	20-25 KHz (Variable)
2.5	Timer	1-99 Sec Selectable
2.6	Environment	Suitable for dusty / humid village environment, operating temperature – 5 to 50 Degree C
2.7	Connecting Cables	Minimum 1.5 m Power cable with plug top.
2.8	Complete ready to use	Item complete in all respect with required electric / electronic parts, ready for use at site.
2.9	MoC for body	AISI 304, 1.2 mm thick minimum
2.1 0	Operating Voltage	230 Volts+/-10, AC, 50Hz and 12 Volts DC

Installation and Commissioning: All the components of the MILK ANALYZER including optional item if any should be assembled, configured, commissioned and demonstrated for the purpose of smooth milk collection by the supplier to the satisfaction of the User. The supplier must install, commission, demonstrate & training to the end Users and Milk Union personnel with full satisfaction.

Sd/-
Managing Director
West Bengal Co-operative Milk Producers' Federation Ltd.



West Bengal Cooperative Milk Producers' Federation Limited

LB-2, Sector-III, Salt Lake City, Kolkata-700 106.

Phone No: (033)23352844/60 FAX: (033) 23352896

e-mail: mail@benmilk.com

Website: www.benmilk.com

Terms & Conditions for submission of online Re e-tender:

NIT NO. WBARD/WBMF/ANALYZER/Diff.MU/NIT-04A/10/10(QA)/22-23 Date: 14.03.2023

INSTRUCTION TO BIDDERS & ELIGIBILITY FOR QUOTING

1. INSTRUCTION TO BIDDERS

In the event of e-filing, intending bidder may download the tender documents free of cost from the Website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

General guideline for Re e-Tendering: Instructions/Guidelines for electronic submission of the tenders have been annexed for assisting the bidders to participate in e-Tendering.

- (i) **Registration of bidders:** Any bidder willing to take part in the process of e-Tendering will have to be registered with the Govt. e-Procurement System, through the Website <http://wbtenders.gov.in> after obtaining DSC (Digital Signature Certificate).
- (ii) **Digital Signature certificate (DSC):** Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the Govt. of India on payment of requisite amount.
- (iii) **Tender Fees:** Tender documents may be downloaded free of cost.
- (iv) **Scanning:** All Statutory & non-statutory documents should be scanned at-least in 200 dpi.

2. EARNEST MONEY

- (i) Each tender, unless the bidder is exempted under the existing order of the concerned Government or Govt. of India, will have to deposit Earnest Money Rs. 1,82,400/- (Rupees One Lakh Eighty Two Thousands Four Hundreds Only) as per prescribed manner stated in the N.I.e.T. or Document Showing EMD Exemption is to be uploaded. E.M.D. in any other manner not acceptable.
- (ii) In no circumstances, Demand Draft, Bankers' Cheque, Pay Order, T.R. Challan, Cash, G.P. Note, Pass Book, Fixed/Term Deposit, Token of Bank, A/c. Payee Cheque will be accepted save & except those mentioned in the N.I.T. as Earnest Money Deposit.
- (iii) This West Bengal Milk Federation is not liable for deposition of excess of Earnest money.

(iv) Earnest Money deposited before the date of issue of this N.I.e.T. will not be accepted. Earnest Money Deposit of previous tender will not be adjusted/ considered for this tender.

(v) The onus of proving that a bidder is exempted from depositing earnest money will be on them. Valid Exemption Certificate issued by competent authority for claiming exemption of depositing Earnest Money [viz. EM(Part-II), Acknowledgement thereof & Declaration of Product, Plant & Machinery Investment issued by DIC of the Government or NSIC Certificate issued by Govt. of India].

3. TENDER PRE-REQUISITES

a) Original Trade License, PAN card, GST Registration Certificate, Professional tax Paid Challan Clearance certificate, Exemption Certificate (all valid up to 31.03.2023), turnover of company are required to be furnished along with the tender (on line)

b) In no case, Affidavit of Trade License / GST Registration certificate will be accepted.

c) Authorized Agencies of the aforesaid machine manufacturer should furnish documentary evidence to that effect along with offer will have to be documented as mentioned in Non-Statutory cover (BID-A).

d) Legal documents (made on non-judicial Stamp paper worth Rs. 20/-) regarding appointment of agent/Distributor/Suppliers, if manufacturer or bidder wants to supply through Agent/Distributor/Supplier are to be documented on line as mentioned in Statutory cover (BID-A).

e) Original Trade License, PAN card, GST Registration Certificate, Prof. Tax Paid Challan Clearance certificate, Exemption Certificate, Brochure of quoted item or any other documents are required to be documented on line and are required to be furnished when called for.

f) Bidders, if they do not furnish GST Registration certificate must have to furnish the same at the time of receiving payment against bill otherwise payment, will not be made.

g) Duly certified copy of English/Hindi version of pre-requisites are to be furnished.

h) In case the Bidder is exempted from GST or if he enjoys the benefit of deferment, he must submit documentary evidence to that effect in Non-Statutory cover (BID-A) in place of VAT Registration certificate.

i) Prescribed Application Form (Annexure-I) duly filled in and signed & affix with the seal of the firm by indicating full communicating address with PIN Code No. Telephone No/ FAX/ e-mail address/ website Number, mentioning Tender Notification No. & Date and is to be documented on line.

j) Digitally signed N.I.e.T. is to be scanned & uploaded as a token of acceptance.

4. SUBMISSION OF TENDER

The tender is to be submitted in two Bid System:- one **Technical Bid & other Financial Bid**. The documents will get encrypted (transformed into non-readable formats).

A. TECHNICAL PROPOSAL: "BID-A": The Technical proposal should contain scanned copies of the following documents in two covers.

(I) STATUTORY COVER- containing the following documents:-

1	Each tender, unless the bidder is exempted under the existing order of the Government or Govt. of India, will have to deposit Rs. 1,82,400/- (Rupees One Lakh Eighty Two Thousands Four Hundreds Only) as per prescribed manner or <u>Document Showing EMD Exemption to be uploaded.</u>
2	Check List in the prescribed format.
3	Application in the prescribed format given in Annexure I.
4	Copy of terms & conditions of N.I.e.T. digitally signed.

(II).NON-STATUTORY COVER/ MY SPACE- containing the following documents:

SI	Category	Sub Category Description
1	CERTIFICATES- ✓ All certificates are to be furnished in English Vernacular ✓ Affidavits are not valid. ✓ Scanned original copy	i) PAN Card issued by IT Dept., Govt. of India. ii) Valid 15 digit GSTIN under GST Act, 2017. Certificate from a registered Chartered Accountant showing turnover of Rs. One Crore in any FY 2019-20/2020-21/2021-22. iii) Audited Balance Sheet and P/L Account for the year 2019 – 20, 2020-21 & 2021-2022
2	COMPANY DETAILS Scanned original copy	i) Trade License valid up to 31.3.2023. ii) P T clearance Certificate (2022-23)
3	CREDENTIAL Scanned original copy	i) Documentary evidence of credentials of similar work of value Rs.100 Lakh. ii) Technical specification, Manual, Drawings of the quoted items

B.FINANCIAL COVER: BID- B:

● **BOQ:**

❖ The folder as “Financial Bid” shall contain

a) RATE INCLUSIVE OF ALL TAXES ALONGWITH SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING AT VARIOUS PRIMARY MILK COOPERATIVE SOCIETIES IN DIFFERENT PLACES OF WEST BENGAL **PER UNIT OF MILK ANALYZER** SHOULD BE QUOTED IN SPECIFIED BOX OF PRESCRIBED FORMAT GIVEN UNDER BOQ.

b) Rate is to be quoted in BOQ (Bill of Quantities) in FINANCIAL COVER. *Disclosure of Rate any where other than BOQ will be a disqualification.*

❖ **SUBMISSION OF HARD COPY OF FINANCIAL COVER (BID-B) IS TOTALLY PROHIBITED AND ONLY BE SUBMITTED THROUGH ON LINE E-TENDER PORTAL.**

5. RATE

(i) The quoted rate should be inclusive of all charges viz. Entry Tax, Supply, transportation charges up to different Primary Milk Cooperative Societies, packing & forwarding, loading, unloading, insurance, etc. should be included in the Unit Rate.

(ii) Rates quoted which are not as per specification mentioned in the Tender/Catalogue will not be accepted.

(iii) Rate should be quoted in unit mentioned in the N.I.e.T. Tender with split rate & quantity will be rejected. Under no circumstances enhancement of rate whatsoever will be accepted after closing of stipulated time of submission of tender, whatever the reasons given thereafter save & except for any tax imposed by the Government Photocopy of Government Order in this respect is to be submitted while claiming such increase.

(iv) Abnormally low rate of any item(s) quoted by a tendering firm in the offer with some malafide intention will not be accepted, if detected.

(v) The authority does not guarantee purchase of invited quantity since it depends upon the actual requirement. Hence rate should be quoted accordingly.

6. VALIDITY

(i) The offered rate should be valid for **180 days** from the date of opening of Financial Bid. But the period may be extended or curtailed at the discretion of the undersigned/Tender Committee/Tendering Authority & requirement.

(ii) Rate shall be valid throughout the period to be covered by the contract to be executed with successful bidder along with any extension as may be fixed by the competent authority from time to time.

(iii) Any addendum/ corrigendum / extension of validity period will be notified at the WBCMPFL Web-Site www.benmilk.com and will not be published again in news paper.

7. AFTER SALE SERVICE:

The bidders should have local arrangement as mentioned earlier for 'prompt after sale service' (Annual Maintenance Service) of the items as and when required for the period of Two Years from the date of supply at free of cost. In this respect the successful bidder shall have to execute Service Level Agreement (SLA).

8. WARRANTY:

Warranty period shall be Twenty Four (24) months from the date of supply of the items (MILK ANALYZER). Security deposit will be released six months after successful completion of the warranty period.

9. SECURITY MONEY DEPOSIT:

i) WBCMPFL will retain @3% of the total value of the order as security money deposit for a period of six months after successful completion of the successful completion of the warranty period.

ii) Earnest Money will be refunded after satisfactory completion of supply, installation and commissioning of the Units.

iii) No proportionate refund of Earnest Money/ Security Money will be allowed in any case.

10. SUPPLY:

Supply, installation and commissioning of the ordered items (as per specification) must be completed STRICTLY within 60 (Sixty) days from the date of the supply order. Places of supply, installation, testing and commissioning of the Milk Analyzers are indicative only. No additional or extra payment will be borne by WBCMPFL for change in location of the Milk Analyzers to be supplied. The offered price should be uniform for all sites under the different Milk Unions in the state of West Bengal irrespective of distance.

IT IS OBLIGATORY FOR THE BIDDER TO NOTE THAT FAILURE TO MAINTAIN DELIVERY SCHEDULE OF ORDERED ITEM WILL LEAD TO SEVERE DISLOCATION IN CARRYING OUT PUBLIC

SERVICE FOR WHICH SUCCESSFUL BIDDER WILL BE RESPONSIBLE & ACTION WILL BE TAKEN AGAINST THE BIDDER. SAVE & EXCEPT FOR ANY DELAY DUE TO FORCE MAJEURE OR NON-READINESS OF SITE.

11. AGREEMENT (OFFLINE)

- (i) The successful bidder will have to enter into a contractual agreement with the West Bengal Cooperative Milk Producers' Federation Ltd in the standard format embodying the tender terms & conditions in Non-Judicial Stamp Paper worth Rs.20/- (Rupees Twenty) only.
- (ii) THE SUCCESSFUL BIDDER SHALL HAVE TO EXECUTE THE SERVICE LEVEL AGREEMENT (SLA) INDICATING TERMS AND CONDITIONS FOR PROVIDING ONSITE SERVICES THROUGHOUT THE ENTIRE WARRANTY/GUARANTEE PERIOD.
- (iii) If the bidder fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by WBCMPFL.
- (iv) If the WBCMPFL/MU incurs any loss / additional expenditure due to the negligence of the bidder in connection with the work during the period of contract, the same shall be recovered together with all charges and expenses from the bidder.
- (v) The breakages or damages, if any, caused by the bidder to the property of WBCMPFL /Union/Society, the cost will be recovered from the bidder.

12. SUPPLY/DELIVERY

- (i) Supply must be completed within specified timeframe from the date of placement of supply order and execution of Agreement.
- (ii) Supply will normally be accepted on all working days between 11 am & 3 pm. Successful bidder must provide requisite number of labor to execute the supply order. No supply will be accepted on Sundays & Government holidays unless otherwise desired by the receiving authority.
- (iii) IT IS OBLIGATORY FOR THE BIDDER TO NOTE THAT FAILURE TO MAINTAIN DELIVERY SCHEDULE WILL LEAD TO SEVERED DISLOCATION IN CARRYING OUT PUBLIC SERVICE FOR WHICH SUCCESSFUL BIDDER WILL BE HELD RESPONSIBLE & ACTION WILL BE TAKEN STRICTLY AS PER TENDER RULES LAID DOWN HEREIN WITHOUT ANY PREJUDICE, ANY SORT OF PLEA WILL NOT BE CONSIDERED, SAVE & EXCEPT ANY INCIDENT OCCURRED "BY ACT OF GOD" MAY BE CONSIDERED SYMPATHETICALLY.
- (iv) The replacement of supply against any rejected consignment must be made positively within given time frame from the date of intimation, failing which action will be taken as per tender rule.

13. PENAL MEASURE

- 1) The Earnest money Deposit furnished by bidder will be forfeited in full (including excess amount of earnest money, if deposited), if the bidder fails/withdraws tender as a whole or for any particular item at any stage during the tenure of execution/refuse to execute to enter into written agreement once the rate for any/all items is/are accepted within the time specified when requested to do so by the authority and/or refuses to deposit security money.
- 2) The bidder will be liable to pay damages to WBCMPFL for the delayed supply /erection and commissioning at 0.5% per machine per day with a maximum penalty of 15% of the machine value.
- 3) Time being the essence of contract no variation shall be permitted in the delivery time as prescribed in the delivery schedule. If the bidder fails to supply and execute the work in full or

part of the order as per the delivery schedule, the West Bengal Milk Federation shall reserve the right to cancel the order besides forfeiture of Earnest Money &/ Security Money Deposit.

4) For violation of any of the terms and conditions of the contract, the Milk Federation reserves the right to terminate the contract without assigning any reason thereof.

5) On termination of contract, the Earnest Money &/ Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the bidder by legal means apart from forfeiture of any amount due to the bidder.

6) (a) If the bidder defaulted in any of the previous tenders to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full will not be eligible from participating in this tender.

(b) If the successful bidder defaults in executing the agreement or to pay Security Deposit or to supply the ordered quantity in full shall the bidder shall be debarred from participating in any tender issued by WBCMPFL for a period of 3 years.

7) In consequence of submission of false or fabricated documents or any deviation in technical specification by any firm/company, if proved later on shall liable to be Black Listed by WBCMPFL for 3 (three) years.

14. PAYMENT

(i) No advance payment (Part or full) will be entertained in any case.

(ii) Tax Invoice against all supplies is/are to be sent in TRIPLICATE & should invariably be submitted at the time of delivery.

(iii) Payment shall be made after executing the order satisfactory in all respect. However, no interest shall be paid to the bidder, if the payment is delayed due to whatsoever reasons. In no circumstances, delivery schedule should be affected & or linked with the payment of outstanding bills. The payment of bills shall be withheld, in case of violation of any tender terms & conditions.

(iv) a) 60% payment will be released after delivery of the item in good condition at specified site and on receipt of acknowledged copy of challan/Invoice etc.

b) 30% will be released after satisfactory completion of installation, testing and commissioning work of the Units

c) 7% will be released after successful completion of the Installation/ Commissioning of all Units and Demonstration/Training of the Society/Milk Union personnel. **3% (WHICH WILL BE RETAINED AS SECURITY DEPOSIT)** will be released six months after successful completion of the warranty period.

15. MISCELLANEOUS

(i) Earnest Money Deposit and/or Literature/documents will not be accepted after scheduled time of closing.

(ii) Conditional tenders & tenders not accompanied with the documents as per requirement/mentioned shall be summarily rejected without any reference made to the bidder & no correspondence will be entertained. No additional terms & conditions shall be put forth by the bidder and such offer(s) will not be taken into consideration.

(iii) In the event of delay/non-availability/garbled printout/inconvenience in getting access to the Website for downloading tender documents, the authority will not be held responsible.

(iv) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender & that application will be rejected without any prejudice.

(v) The offer may go to the next bidder, if the successful bidder fails to perform the contract.

- (vi) No negotiation/subsequent representation regarding rate or otherwise will be entertained from the end of the bidder.
- (vii) No Import License, any sort of permit etc., in respect of any item will be provided from the Milk Federation and the tendering firm should rely on their own resources.
- (viii) Latest guidelines pertaining to purchase of stores issued by the Government of West Bengal will be followed provided that there is no specific instruction of the Tender Committee in this regard.
- (ix) If there be any objection regarding prequalifying the Agency that should be lodged to the Tender Evaluation Committee within 3(*three*) days from the date of publication of list of qualified agencies & beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.
- (x) Any dispute / difference arising out of this Tender will be referred to the sole arbitrator to be appointed by the undersigned and the same will be held at Kolkata, West Bengal. Arbitrator will have the power to pass interim order and will be guided by the Arbitration & Conciliation Act, 1996. In case of adjudication, the venue shall be Kolkata.
- (xi) When a Tendering Firm submits their tender in response to this Notification, they will be deemed to have understood fully the contents, the requirements, terms & conditions of this tender. No extra payment will be made on the pretext that the Tendering Firm did not have a clear idea of any particular point. Any offer made in response to this tender when accepted by the Tendering Authority will constitute a Contract between the parties.
- (xii) Non-compliance to any terms & conditions laid herein shall constitute a breach of contract & penalty for non-compliance shall be enforced very rigidly.
- (xiii) Opening the financial bid will be as per schedule as would be decided by the tender evaluation committee. No objection in this respect will be entertained raised by any Bidder.
- (xiv) During evaluation the undersigned may summon the bidders & seek clarification/ information or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- (xv) Award of Contract: The Bidder whose bid has been accepted will be informed through letter of acceptance.
- (xvi) The Tender Selection Committee reserves the right to cancel the N.I.e.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- (xvii) In the event of e-filling, intending bidder may download the tender document from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate.
- (xviii) Both **Technical Bid & Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://www.wbtenders.gov.in>
- (xix) The financial offer of the intending bidder will be considered only if the Technical Bid of the bidder is found qualified by the 'Tender Evaluation Committee' The decision of the 'Tender Evaluation Committee' will be final & absolute in this respect. The list of Qualified Bidders will be displayed in the website.
- xx) Corrigendum/amendment to this notice, if required, shall be published only on <https://wbtenders.gov.in> and the web site of WBCMPFL (www.benmilk.com) and will not be published in any newspaper.
- xxi) The bidder (if required) shall provide Raw Material test certificates, Manufacturer Test Certificates and arrange to provide instrument for identification of material to confirm as per technical specification during the inspection. Detailed evaluation done based on the Documents / Records / Evidences/ Certificates produced by the Applicant in the Technical Bid. Material should be embossed as per requirement during supply by successful bidder.
- xxii) INFORMATION REGARDING CURRENT LITIGATION / DEBARRING /EXPELLING OF APPLICANT OR ABANDONMENT OF WORK BY THE APPLICANT IS TO BE PROVIDED.

1.(a) Is the Applicant currently involved in any Arbitration /litigation relating to any contract works?

Yes/No

(b) If Yes, Details thereon.

2.(a) Has the Applicant or any of its constituent partners ever been Debarred/Expelled by any agency?

Yes / No

(b) If Yes, Details thereon.

3.(a) Has the Applicant or any of its constituent Partners failed to complete, any contract work during the past?

Yes/No

(b) If Yes, give details thereon.

xxiii) The Tender Selection Committee reserves the right to cancel the N.I.e.T. at any stage and no claim in this respect will be entertained.

Sd/-

Managing Director

West Bengal Co-operative Milk Producers' Federation Ltd.

Annexure-I
Application Format

**(To be furnished in the Organization/ Farm's Official Letter Head Pad with Reference Number,
Date, full Address with contact no. Telephone No. FAX No., e-mail No., Website etc.)**

Ref. No.

Date:

To
The Managing Director,
West Bengal Cooperative Milk Producers' Federation Ltd.
LB – 2, Sector III, Salt Lake City, Kolkata – 700106

Sub: Supply, installation and commissioning of Milk Analyzers (228 Nos.) at different Milk Unions under West Bengal Cooperative Milk Producers' Federation Limited.

Sir,

With reference to your N.I.e.T. No. **WBARD/WBMF/ANALYZER/Diff. MU/NIT-04A/10/10(QA)/22-23 Date: 14.03.2023**, having examined the documents published in the NIT, I am/We are furnishing my/our rates for the item tendered for as per your specification, terms & conditions.

Should this online tender be accepted, I/We hereby agree to abide by & fulfil all the terms & conditions laid down in the online N.I.e.T. and the particulars available in the online N.I.e.T. & the details given in the specification/ Description or in default thereof to forfeit & pay the West Bengal Cooperative Milk Producers' Federation Ltd. or his successor in office the penalties/sums/or of money that may be imposed by the Managing Director, West Bengal Cooperative Milk Producers' Federation Ltd., Salt Lake, Kolkata, the earnest money deposited herewith or from other money deposited by me/us or from the bills that will be payable to me/us for the supplies to be made.

I/We also agree that the decision of the Managing Director, West Bengal Cooperative Milk Producers' Federation Ltd, Salt Lake, Kolkata, in all matters in respect of this tender will be final & binding on me.

I/We also agree to execute on being called upon to enter into a formal agreement embodying the terms & conditions contained herein &/or on usual terms & conditions & on default on my/our doing so, the Earnest Money deposited by me/us will liable to be forfeited along with blacklisting of our firm for three years.

Yours faithfully,

Date:

Signature & Office Seal:

Name of the Firm:

Address with PIN:

Email ID:

Phone No:

CHECK-LIST

Information about Bidders

(ONLY ORIGINAL DOCUMENTS ARE TO BE SCANNED & UPLOADED IN THE E-BID PORTAL)

SI No.	Description	Particulars	Page No.
1	Name of the Firm/Bidder.		
2	Registered Address with PIN, Phone No., FAX, e-mail, website etc.		
3	Scanned document of Authorized dealer/distributor certificate and agreement between the manufacturer and the Distributor/Bidder (if applicable)		
4	Name of the Person authorized to enter into & execute Contractual Agreement.		
5	Authorization Letter of Signatory from Company		
6	Earnest Money whether deposited, if not scanned original Exemption Certificate whether uploaded.		
7	Scanned Original PAN Card issued by IT Dept., Govt. of India whether uploaded.		
8	Scanned Original valid 15 digit Goods & Services Taxpayers Identification Number (GSTIN) under GST Act, 2017		
9	Scanned document of P Tax Clearance Certificate /Paid Challan.		
10	Scanned Original Trade License whether uploaded.		
11	Scanned credentials whether uploaded.		
12	Scanned N.I.e.T.of tender digitally signed whether uploaded as a token of acceptance.		
13	Application form in Annexure-I whether uploaded.		
14	Scanned document of Printed Literature/ Brochure/ Booklet /Drawings, Manuals whether enclosed		
15	Audited Balance Sheet and P/L Account for the year 2019 – 20, 2020-21 & 2021-2022		
16	Scanned certificate from a registered Chartered Accountant showing turnover of at least Rs. One Crore in any financial year 2019-20 or 2020-21 or 2021-22.		

Signature of the Bidder with Date & Office Seal

AGREEMENT

The articles of agreement made this _____day of _____in the year of Two Thousand Twenty-Three between West Bengal Cooperative Milk Producers' Federation Ltd., LB-2, Sector III, Salt Lake City, Kolkata – 700106 (which expression shall include here successors in office and assigns) of the First Part, the Milk Federation.

And

M/s....., Hereinafter referred to as the “AGENCY” (which expression shall unless excluded by repugnant to the contest be deemed to include his heirs executors administrators representatives and assigns) of the Other Part or Second Part.

WHEREAS the contractor submitted an online tender to the Managing Director, West Bengal Cooperative Milk Producers' Federation Ltd. (Milk Federation) on the _____day of _____Two Thousand Twenty Three for supply of goods and materials mentioned in the said online e-tender a copy whereof is annexed hereto and the West Bengal Milk Federation has accepted the said online e-tender so submitted by the Agency on the _____day of _____Two Thousand Twenty Three.

AND WHEREAS the Contractor has agreed to execute a formal Agreement embodying the terms & conditions of the said online tender and the other terms & conditions.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. That the Agency agrees to supply the Items as detailed in the online N.I.e.T-**WBARD/WBMF/ANALYZER/Diff.MU/NIT-04A/10/10(QA)/22-23** **Date:14.03.2023** submitted by the Agency to the Milk Federation which has been duly accepted by the Milk Federation on the _____day of _____Two Thousand Twenty Three for consideration and on the terms & conditions mentioned in the said online tender.

2. That the Agency shall duly and faithfully observe perform and fulfill the terms and conditions mentioned in the said online tender submitted by the Agency and in default thereof the Milk Federation shall have the right and be entitled to recover all damages suffered by the Milk Federation shall be entitled to forfeit the amount of the Earnest/Security Deposit mentioned in the said online tender.

3. That all the terms & conditions and covenants on the part of the Agency contained in the said online tender so submitted by the Agency, shall be deemed to form and shall be treated as forming a part of this Agreement and the Agency shall be bound to observe and fulfill the said terms & conditions and covenant on the part of the Agency herein contained as if the same are specifically embodied herein.

4. Should any dispute and indifferences arises regarding anything concerning this Agreement of the said online tender of the construction of these presents of the said online tender or any of the terms and conditions and covenants therein contained the decision of the Managing Director, West Bengal Milk Producers' Federation Ltd., therein shall be final and binding on the parties.

5. That the Contractor shall keep the Milk Federation saved harmless and indemnified against any loss or damage caused to or suffered by the Milk Federation by reason of any defect of the equipment of the Items/Units used in the manufacture of the same as may be found or detected within the period of the guarantee as provided in the tender.

IN WITNESS WHEREOF the parties to these presents hereinto have set and subscribed their respective hands the day month and year first above written.

Signature of the Authorized person
on behalf of the Agency with seal:

Signature of the Managing Director,
on behalf of the Milk Federation with seal

In the presence of:

In the presence of:

1) Witness:

1) Witness:

2) Witness:

2) Witness: