



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

SET OF TENDER DOCUMENTS (ON LINE)

for

Procurement of Bulk Milk Cooling Units (BMCUs) including DG Set (0.5 KL- 4 Nos, 1 KL- 5 Nos & 2 KL- 8 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 (BMCU)**
- 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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NOTICE INVITING RE e-TENDER

NIT NO. WBARD/WBMF/BMCU/Diff.MU/NIT-05A(3rdCall)/10/10(QA)/23-24 Date: 18.07.2023

For Supply, Installation and Commissioning of Bulk Milk Cooling Units (BMCUs) including DG Set (0.5 KL-4 Nos, 1 KL-5 Nos, 2 KL-8 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 invites techno-commercial offer from original equipment manufacturers or their authorized channel partners for supply, installation, testing and commissioning of BMCUs including DG Set (0.5 KL-4 Nos, 1 KL-5 Nos, 2 KL-8 Nos) at different Milk Unions under West Bengal Cooperative Milk Producers' Federation Limited as per details provided below. The tender is invited on-line 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 can be seen 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 and the web site of WBCMPFL (www.benmilk.com) and will not be published in any newspaper.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 BMCUs:

Sl. No.	Name of the Milk Union	Dist.	No. of BMCUs		
			0.5 KL with 5 KVA single phase DG Set	1 KL with 10 KVA single phase DG Set	2 KL with 15 KVA three phases DG Set
1	Bardhaman	Purba Bardhaman	3	Nil	Nil
2	Kangsabati	Bankura	Nil	5	5
3	Damodar	Hooghly	Nil	Nil	2
4	Manbhum	Purulia	1	Nil	Nil
5	Mayurakshi	Birbhum	Nil	Nil	1
Total			4	5	8

NB: Places of supply, installation, testing and commissioning of the BMCUs are indicative only. No additional or extra payment will be borne by WBCMPFL for change in location of the BMCUs to be supplied.

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

Functional requirement: BMCU will be used at Dairy plant/ BMC unit to preserve raw milk at a maximum temperature of 4°C after procurement of milk from farmer members.

Scope of supply: Includes supply, installation, testing & commissioning of the BMCU 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)dated28th 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)Dt.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 THE 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 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 Four Crores. Supporting documents in this respect must be submitted.**
 - b. SATISFACTORY FULFILMENT OF SPECIFICATIONS IN ALL RESPECTS OF BMCUs INCLUDING DG SET OF EACH CATEGORY IS COMPULSORY. THE DATE, TIME AND VENUE OF THE PRE BID MEETING 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 BMCUs including DG set.
 - 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/acts 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/deny 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	18.07.2023 at 4.00 P.M
2.	Documents download / sale start date (online)	18.07.2023 at 4.00 P.M
3.	Pre-Bid Meeting	25.07.2023 at 2.00 P.M
4.	Bid submission start date (online)	29.07.2023 at 11.00 A.M
5.	Bid Submission closing date (online)	08.08.2023 at 4.00 P.M
6.	Bid opening date for Technical Proposals (online)	11.08.2023 at 1.00 P.M 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 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.

Copy of work order & payment certificate will not be treated as "Credential" under any circumstances. Credential certificate issued by competent authority of a State / Central Government undertaking, Statutory / Autonomous bodies constituted under the Central/ State statute, on the executed value of completed work will be taken as credential.

The Credential certificate for completed works, should contain (a) Name of work, (b) the name of client, (c) Estimated amount put to tender, (d) schedule month and year of commencement and completion as per work order, (e) Actual date of Completion of work, (f) Gross bill amount of the completed work and detail communicational address of client must be indicated in the credential certificate. In completed works detail communication address of client must be indicated in the credential certificate. Along with BOQ of the same must be given.

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. 4,69,000/- (Rupees Four Lakh Sixty Nine Thousands 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.400 (Four Hundred) lakh in financial year 2019-20 or 2020-21 or 2021-22.

d) Scanned credentials showing supply of similar items of value Rs.400 Lakh or more in a financial year.

e) Scanned ORIGINAL PAN Card.

f) Scanned Professional tax (P tax) Clearance Certificate (2022-23). If P Tax is exempted, exemption certificate issued by competent authority must be submitted.

g) Scanned ORIGINAL Trade License (valid up to 31.3.2024).

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 Four Crores.

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 BMCUs 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 : Pre-Bid meeting will be held on the specified date/time as per schedule under SL no-15.

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.

**SPECIFICATION OF BMCU HAVING CAPACITY 0.5 KL, 1 KL, 2 KL WITH ACCESSORIES
(INCLUDING DG SET)**

BMCU		
1.0	General description	Design, supply, installation, testing and commissioning of BMC (direct expansion type) including all accessories and optional items
1.1	Functional Requirement	Collection of milk everyday at morning and evening shift from milk producers, storing milk at temp. around 4 ⁰ C and dispatch to dairy plant through insulated milk tanker.
1.2	Design Requirement	<p>a) Net Capacity: 0.5 KL, 1 KL, 2 KL (all the sizes shall be at least 10% higher than the rated capacity to avoid agitation or accidental spillage of milk)</p> <p>b) Applicable manufacturing/design code:</p> <p>i. Tank: Meet the requirements of ISO 5708 2A II (latest version). preferably horizontal cylindrical/elliptical type) and not a prototype unit.</p> <p>ii. Refrigeration System: Comply with ISO/R 1662 and to meet the requirements of milk tanks (ISO 5708, Class 2A II) with not more than 3.0 hours cooling time from 35°C to 4°C for morning and evening collection (50% of total volume)</p> <p>iii. Refrigerant used: Freon – 22 (R - 22) or CFC free environmental friendly preferably R-407C</p> <p>iv. Accessories: Electrical & control cables, control panel, temperature sensor, electrical switch gears, refrigeration control valves and fittings etc shall meet the requirement of the latest relevant ISO/BIS code applicable</p>
1.3	Scope of the bidder	Starts from the receiving of milk in a dump tank/balance tank, pumping milk to bulk milk cooler (BMC) and from BMC, milk shall be transferred to road milk tanker
1.4	Supply	BMC shall be complete with refrigeration section, agitator(s), lockable outlet valve, lockable inlet opening. A balance tank (Dump tank) with filter, SS piping, milk transfer pump, Hose pipe(Food grade-10mt), can tipping bar, Complete cabling from mains to BMC, Change over switch(For 15 KVA DG set), control cabling from unit to panel and power conduit/cable tray.
1.5	Installation	Supply, installation, testing, commissioning, Demonstration of performance run and training to the field personnel on turnkey basis and therefore minor civil works, providing and grouting supports are included in the scope.
1.6	Constructional Features	<p>a) Bulk Milk Cooling Tank</p> <p>I. Material of Construction: Fabricated from stainless steel AISI304 Material. Gaskets shall be from food grade nitile or neoprene rubber materials</p> <p>II. Shape: Tank shall be horizontal with an open able top cover</p> <p>III. Fittings: provided with no-foam inlet, outlet valve and blank with locking arrangement, inspection window/manhole with locking arrangement, agitator, top cover with locking arrangement. All SS fittings shall be of SMS standard. Top cover, lifting handle shall be an in built feature of the unit.</p> <p>IV. Welding and Finishing: Inner, outer, intermediate dimpled jacket and nozzle connections shall be welded with TIG process only. Contact surface shall be polished upto minimum 150 grit finish.</p>

		<p>surface either to be polished with 150 grit dull finish or circled finish.</p> <p>V. Insulation: Insulation of the tank shall be done by injection, in situ, of high density (minimum 40 kg/cu. m.) CFC free (environment friendly) polyurethane foam without having any Imperfection and hygroscopicity. The efficiency of insulation should be such that at maximum 50°C ambient temperature the rate of rise of the mean temperature of the milk, initially at about 4°C shall not exceed by one °C in four hour when the rated volume is allowed to stand undisturbed as per the requirement of ISO 5708 2A II.</p> <p>VI. S S Adjustable Ball Feet: AISI 304 adjustable ball feet having provision of 50mm height adjustment. Number of ball feet shall be minimum 6 – 8 for bigger capacity tank.</p> <p>10mm thick, 150mm dia S S floor plates are to be provided below the tank legs for avoiding point loading on the floor.</p> <p>VII. Agitator: Tank shall be equipped with agitator(s) capable of producing a uniform distribution of fat in the milk (30 rpm).</p> <p>VIII. Dip Stick: The tank shall be provided with SS calibrated dipstick to measure the quantity of milk inside the tank.</p> <p>IX. Cleaning In Place (CIP): For horizontal hemispherical/semi cylindrical top open able configuration, facilities for manual cleaning shall be provided.</p> <p>X. Temperature Sensor: To sense the temperature of the surface at the outlet and send to the digital indicator provide in the control panel</p>
		<p>b) Refrigeration System</p> <p>i. Compressor</p> <p>Shall be rotary/reciprocating, hermetically sealed, suitable for Indian Climatic conditions.</p> <p>ii. Condenser</p> <ul style="list-style-type: none"> • Finned tube type • Force draft type air circulation pump <p>iii. Receiver</p> <p>A suitable sized sealed receiver shall be provided duly mounted on the skid near compressor(s).</p> <p>iv. Thermostatic Expansion Valve</p> <p>Should be of reputed make of Maximum Pressure Type having adequate capacity to feed optimum quantity of refrigerant to the evaporator.</p> <p>v. Evaporator</p> <p>The evaporator shall be at least 1/3rd height of the tank.</p> <p>vi. Refrigeration pipe, fittings and control</p> <ul style="list-style-type: none"> • . Copper/SS tubing for avoiding leakage occurs during operation. • . In case of double compressor system, pipe, fitting and control are designed

		in such a way that both the compressors can run independently.
1.7	Electrical Control Panel	<p>a) Control Panel</p> <p>Three control panels shall be provided:</p> <ul style="list-style-type: none"> • One Main Control Panel for the main power supply • One Refrigeration Control Panel • One milk control panel for the BMC tank <p style="padding-left: 40px;">i. Main Control Panel</p> <p>This panel should be suitable to tap the incoming State Electricity Supply through a MCCB and feed the refrigeration unit and agitator motor of the BMCU(s), milk unloading and despatch pump(s), Heat recovery gyser, lighting MCB (32 Amp. TPN) and spare MCB (32 Amp. TP). The voltage variation from the State Electricity Supply may be assumed between 310 and 450 volts in case of three phase mains supply</p> <p style="padding-left: 40px;">ii. Refrigeration Control Panel</p> <p>The panel shall be provided with motor starters, ON/OFF push buttons and necessary MCBs, control wiring, line voltage controller to guard the compressor against supply voltage fluctuations etc. In the auto mode, as soon as the milk temperature reaches the pre-set value, the compressor should put-off to avoid freezing of milk and vice-versa. The compressor and the BMCU should be properly earthed.</p> <p style="padding-left: 40px;">iii. Milk Tank Control Panel</p> <p>The milk tank shall be provided with a tank/wall mounted control panel with timer to control the intermittent operation of the agitator and the digital temperature indicator (with a battery backup) to indicate the milk temperature on continuous basis.</p> <p>It shall include MCBs etc., as required for switching and protection. The agitator(s) shall have interlocking with top cover opening limit switch. The limit switch shall put off the agitator as soon as the top cover is opened up.</p>
DG SET		
2.0	Diesel Generator Set (Air/water-cooled) and accessories	<p>The DG set shall be either single or three phases as per the system requirement. Proper justification with calculations should be provided for capacity of the diesel engine and alternator being considered for DG set.</p> <p>The engine should be rated for continuous operation for: The refrigeration system, milk tank agitator & milk - loading/unloading pump, hot water geyser (approx. 2 Kw), AMCU, Lightings, ceiling fan.</p> <p>Rated maximum output of the DG set should be calculated considering the load mentioned, over and above 10 % additional load shall be considered to handle any eventuality and with the ambient design dry bulb (DB) temperature (summer)_____ Deg. C, and winter _____ Deg. C.</p> <p>Performance Requirement: The working KVA rating at site</p>

		<p>conditions after accounting for de-rating as per IS: 10001/10002 or equivalent shall be obtained at 0.8 power factor. The Genset should have the engine, alternator, control panel and silencer as an integral part of the unit.</p> <p>Requirement: 5 KVA single phase for 0.5 KL BMCU, 10 KVA single phase for 1 KL BMCU, and 15 KVA three phases for 2 KL BMCU.</p>
2.1	Diesel Engine	<p>Diesel Engine: The diesel engine should be suitable for Power Generation application type air / water cooled and capable of developing required BHP when running at 1500 rpm under NTP conditions and not agricultural engine. The engine should be built to IS 10000/ IS O 3046 /BS 5514/ 649 and rated for continuous running of 24 hours with an overload capacity of 10 % for a period not exceeding 1 hour in any 12 hours running. Diesel engine upto 20 KW should have valid BIS license and certificate clearly mentioning use for 'General purpose ' application as per IS 10001 norms. Engine ratings should be for operation at full load condition and should be suitable to take 100 % block load.</p> <p>The engine instrument panel shall be supplied with:</p> <ul style="list-style-type: none"> • Ignition key • Starting push button • Lubricating oil pressure gauge • Temperature gauge for cooling water • Temperature gauge for lubricating oil • RPM meter (Analog type) • Battery charging ammeter <p>The diesel engine should be four stroke, naturally aspirated/ turbocharged, Multi Cylinders & complete with the following:</p> <ol style="list-style-type: none"> a) Flywheel & flywheel housing b) Engine Air/water cooling system with cooling fan & radiator CAC coolant with recovery bottle. c) Air intake, fuel and lubricating oil filters d) Oil bath air cleaner e) Standard day fuel tank having capacity suitable for minimum 8 hours continuous operation. The tank shall be made with steel sheet of minimum thickness 18 gauge and complete with standard accessories such as drain pipe, fuel level indicator , valves, lockable cover, low-level contact & alarm. This tank to be inside the acoustic enclosure. f) Fuel pump with mechanical governor g) Coupling h) Exhaust silencer residential type. i) Holding down bolts, MS combination base frame & AVM pads. j) Self-starting arrangement with 12V suitable rated heavy-duty Lead Acid accumulator type battery with Solid-state battery charging arrangement and cables. k) Standard set of tools. l) First fill of Lubricating oil

		<p>m) First fill of coolant</p> <p>n) Lubricating oil pressure & temp. gauge</p> <p>o) Control panel for engine with engine safety against over speed. High water & cylinder liner temperature, V- belt failure, low lubricating oil pressure, low water level in radiator auxiliary failure, air cleaner choke indicator.</p> <p>p) One brand new oil barrel of 200 litre capacity with manually driven gear/barrel pump for diesel transfer along with reinforced PVC hose for supply.</p>
2.2	Alternator	<p>The engine should be closely <i>I</i> flexible coupled to suitable self-excited, self-regulated (through an AVR) alternator developing required KVA at 0.8 power factor, 1/3 phase. 50 cycle/sec. 230/415 volts AC power supply under NTP conditions when running at 1500 RPM. The alternator should be brushless type, screen protected and fitted with end shield and ball roller bearings. The alternator shall have 'H' class of insulation. It shall conform to IS 13364 (Part 1) 1992 up to 20 KVA or IS 13364 (part 11) 1992 above 20 KVA or IS 4722 of 1992.</p>
2.3	Control Panel	<p>The diesel generating set should be supplied with suitable floor/wall mounting type control panel duly pre-wired with the following instruments:</p> <ul style="list-style-type: none"> • One suitable scaled and rating KwHr meter with accessories • One ammeter with selector switch • One voltmeter with selector switch • One no. frequency meter • One no. hour meter (time totalizer) • One set of epoxy resin casted CTs of suitable ratings • One suitable capacity MCCB with overload and short circuit protection to disconnect power supply in case load of generating set increases beyond permitted limits. The rupturing capacity of the MCCB should not be less than 35 KA. • One set of TPN Bus bars insulated with heat shrink able PVC sleeves (maximum permissible current density shall be 0.8 amps / mm²) • One set of indicating lamps and control fuses • The control panel should conform to the Indian electricity rules.
2.4	Frame	<p>The diesel engine and alternator should be mounted on specially-designed combination base plate and MS structure of extremely rigid fabrication. The base plate should be suitable for mounting the set on AV M pads over the foundation.</p>
2.5	Acoustic Enclosure	<p>DG set should carry a valid approval certificate issued as per CPCB norms complying with the provision of the Environment (Protection) second Amendment Rules 2002, vide notification no G. S. R. 371 (E), dated 17th May 2002 & amended by GSR 448 (E) dt.12/07/2004. The Diesel Generator sets shall have a standard acoustic enclosure of 25 dB (A) insertion loss. The exhaust Pipe with exhaust muffler with insertion loss of minimum 25 dB (A) is connected to the exhaust manifold preferably with flexible bellows.</p>

General requirement : The enclosure could be tailor made suitable for both indoor and outdoor installation as per the requirement and depending upon the capacity of D.G. Set. The enclosure should be aesthetically designed to perform for optimum noise attenuation and in no way derate the performance of the DG set in extreme summer conditions. Acoustic Enclosure should be Environment Friendly and protected against rodents etc. The enclosure should have:

- Adequate ventilation for genset cooling air requirement.
- Absorbent /insulating material used is fire radiant.
- Suitable thermal lagging to avoid localized heating of adjoining part of exhaust.
- Appropriately located control panel.
- Easy access side doors to service points on gensets.
- Doors fitted with high quality Gaskets to avoid leakage of sound.
- Provision for Engine Air Filters to suck the Fresh Inlet Air for Engine directly from atmosphere.
- Sufficient space inside to fit different accessories like batteries, etc & the maintenance can be done inside with the easy movement of the working person on DG Set.
- Enough space for Control Panel and Fuel Tank in side Enclosure.

For the proper ventilation and to maintain the temperature inside the enclosure Forced ventilated Air Circulation System using Axial Flow Fan(s) to meet total engine requirements & air charges should be provided (Air volume required for ventilation is to be based on the combustion, cooling air as per the specifications given by the engine and alternator manufacture) .Temperature of enclosure should not exceed beyond 5 degree C of ambient temperature.

Constructional features of acoustic enclosure:

- The construction and design of the Acoustic enclosure shall be very rugged, durable and shall be virtually maintenance free.
- The acoustic panels shall be filled with a special grade high-density mineral wool retained on the inside by perforated GI sheets specially designed for optimum sound attenuation.
- The outer surface of the Acoustic Panels shall be fabricated of preformed 16G corrugated CRCA sheet steel of a SAIL make only. All sheet steel frames shall be of 16G CRCA sheets of SAIL make only.
- All structural members such as angles/ channels used in the construction of the enclosure frame shall of TISCO/ SAIL make only.
- All materials used for Acoustic Enclosure shall be fire resistant /fire retardant grade.
- The sheet steel treatment shall consist of degreasing, de-rusting and phosphating followed by two coats of zinc chromate primer, followed by two coats of Zinc-pholite surface for superior corrosion resistance and two coats of finish paint.
- For effective Acoustic sealing, necessary gasketing material shall be provided.
- All hardware and fittings used shall be passivated with Zinc.

In case the DG Set is installed indoor, the exhaust should be taken outside the building. The exhaust pipe of engine should be extending horizontally

		<p>out of the building (assumed minimum length of pipe 3 meters, then upward rise two meters and terminate with a weather protection cow). The entire pipe length should be insulated with resin-bonded mineral wool with aluminium cladding.</p> <p>All the necessary supports are to be provided for sturdy installation.</p>
3.0	Electrical Control Panel	
3.1	Control Panel	<p>Four control panels shall be provided, one for the main power supply tapping, second for the refrigeration unit, the third for the milk tank and fourth for lighting, testing equipment and computers etc. Each panel shall be provided with suitable switchgear of required ratings for switching and protection as per the system requirement. The incoming and outgoing power supply terminals shall be covered and secured with a lead seal to prevent tampering. The door of the panels should be provided with lockable handles.</p> <p>Main Control Panel with Automatic Voltage Stabiliser:</p> <p>This should be suitable to receive the incoming State Electricity Authority grid supply as well as supply from BMCs DG Set. Grid supply to be stabilised for voltage fluctuation by an automatic type voltage stabiliser. Output electric supply either stabilised grid supply or DG Set supply, to be selected through a change over switch. Provision to be made in this control panel to feed output supply to the refrigeration unit & BMC agitators through refrigeration control panel, to milk dispatch pump & to lighting Distribution board.</p> <p>Grid supply shall be of three phase with provision in this panel to select only one healthy phase for giving output in case BMC is of single phase. If BMC is of three phase, then this phase selector switch is not required. DG set & stabiliser to be of single phase./three phase as per requirement specific to the project</p> <p>This panel to be of rating 5 KVA single phase for 0.5 KL, 10 KVA single phase for 1 KL, 15 KVA three phase in case of 2 KL.</p> <p>For 5 KVA Single phase Automatic stabiliser, following major components are required:</p> <ol style="list-style-type: none"> (1) Cooling System - Water Cooling (2) Rated Voltage - 230-415 V (3) Output Type - AC Single Phase (4) Fuel Type – Diesel (5) Speed - 1500 rpm (6) General operating and design conditions - DG set should be heavy duty design, industrial type, rated for continuous operation for the refrigeration system, milk tank agitator & milk dispatch pump, Milk Analyser, Lightings, Ceiling Fan. The diesel engine and alternator should be mounted on specially designed combination base plate and MS structure of extremely rigid fabrication. The base frame should be suitable for mounting the set on AVM pads over the foundation. (7) Confirmation to regulatory norms for environment and Approval from Local authorities - DG set should carry a valid approval certificate issued as per CPCB norms complying with the provision of the Environment (Protection) Act, 1986.

second Amendment Rules 2002, vide notification no. G.S.R. 371 (E), Dated 17th May 2002 & amended by GSR 448 (E) dt. 12/07/2004. • Also, complaint with new CPCB II norms applicable from April, 1 2014. • The exhaust pipe with exhaust muffler with insertion loss of minimum 25db (A) is connected to the exhaust manifold preferable with flexible bellows. • In case the DG Set is located within the BMC building, the exhaust pipe with insulation & cladding of adequate length be provided extending the original pipe over the roof of the building to avoid pollution in and around the location

Supplier to obtain the approval of Local authorities in case it is required by the rules.

(8) Diesel Engine - The Diesel engine should be suitable for Power Generation application type air or water cooled and capable of developing required BHP when running at 1500 rpm under NTP conditions.

- The engine should be built to IS 10000/ISO 3046/BS 5514/649 and rated for continuous running of 24 hours with an overload capacity of 10% for a period not exceeding 1 hour in any 12 hours running. Diesel engine upto 20 kW should have valid BIS license and certificate clearly mentioning use for 'General purpose application as per IS 10001 norms.

- Engine ratings should be for operation at full load condition and should be suitable to take 100% block load.

- Self-starting arrangement with 12V suitable rated heavy-duty Lead Acid accumulator type battery with Solid-state battery charging arrangement and cables.

- Standard set of tools. First fill of Lubricating oil, First fill of coolant, Lubricating oil pressure & temp, gauge

- Control panel for engine with engine safety temperature, Vbelt failure, low lube oil pressure, low water level in radiator auxiliary failure, air cleaner choke indicator.

- Steel Diesel Storage barrel of 200 lit capacity with manual pump.

(9) Engine Instrument Panel (Mechanical and/or electronic gauges - Consist of Ignition key, Starting g push button, Lubricating oil pressure gauge, Temperature gauge for lubricating oil, RPM meter (Analog Type) • Battery Charging ammeter

(10) Alternator - The engine should be closely/flexible coupled to suitable self excited, self-regulated (through an AVR) alternator developing required kVA at 0.8 power factor, 1 phase/3 phase, 50 cycle/sec, 230 volts AC power supply under NTP conditions when running at 1500 RPM. The alternator should be brushless type, screen protected and fitted with end shield and ball roller bearings. The alternator shall have 'H' class of insulation. It shall conform to IS • 13364 (Part 1) 1992 upto 20 kVA, IS 13364 (Part II) 1992 or IS 4722 of 1992 above 20 kVA

(11) Control Panel - The diesel generating set to have suitable control panel duly pre-wired with the following instruments: • One ammeter with selector switch, one energy meter with selector switch, Hour meter, one suitable capacity MCCB with overload and short circuit protection to disconnect power supply in case load of generating set increases beyond permitted limits. The rupturing capacity of the MCCB should not be less than 25 kVA. One set of indicating lamps and control fuses.

For 10 KVA Single phase Automatic stabiliser, following major components are required:

(1) The incoming grid power (140 to 280 volts) shall be given through TPN MCB 63 A and phase Selector switch of 63 A so that power can be drawn from the desired phase. Relay system to be provided to ensure that if

incoming voltage is either less than 140 volts or more than 280 volts, stabiliser stops incoming power to stabiliser for its safety.

(2) LED type Indicator lamps (R, Y, B) on the individual phases of supply.

(3) A bypass switch 63 A for by passing correcting transformer

(4) Correcting transformer, air cooled type, with 8 steps each of 20 volts (140-160-180-200-220-240-260-280 V) to be operated through a relay system or servo controlled.

(5) A Change-Over DP switch 63 A between DG Set and corrected mains Power supply

(6) A digital input and output (corrected) voltage /current/frequency indicator with selector Switch. The indicator shall be so provided as to be visible from a distance of at least 5 metre, and so located as to requiring no special effort to see the readings.

(7) DP MCB 63 A for correcting transformer ON/ OFF

(8) DP MCB 63 A for supplying power to Refrigeration Panel.

(9) DP MCB 32 A for supplying power to lighting DB

(10) DP MCB 16 A for supplying power to starter of milk pump Parallely 20 A metallic power plug socket to be provided.

(11) If the corrected voltage at the output side goes beyond 200-260 volt range, a power relay shall cut off output power supply with a loud alarm.

(12) Suitable terminal blocks, heavy duty, 4 way for incoming mains (63 A) and 3 way (63 A) for DG Set in coming and the suitable terminal blocks, heavy duty for various outputs mentioned above.

(13) Housing enclosure of powder coated MS of appropriate size

(14) Double compression heavy duty Brass cable glands for two incoming armoured cables & PVC cable glands for un-armoured flexible all output cables.

For 15 KVA 3 phase Automatic stabiliser, following major components shall be provided:

(1) The incoming grid power (Phase voltage 180 to 280 volts) shall be given through TPN MCB 40 A. Relay system to be provided to ensure that if incoming voltage is either less than 180 volts or more than 280 volts in any phase, stabiliser stops incoming power to stabiliser for its safety

(2) LED type Indicator lamps (R, Y, B) on the individual phases of supply.

(3) A bypass switch 40 A for by passing correcting transformer

(4) Correcting transformer, air cooled type, for each phase, with 6 steps each of 20 volts (phase 180-200-220-240-260-280 V) to be controlled through a relay system or servo controlled.

(5) A Change-over TPN switch 40 A between DG Set and corrected mains Power supply

(6) A digital input and output (corrected) voltage /current/frequency indicator with selector Switch for all three phases. The indicator shall be so provided as to be visible from a distance of at least 5 metre, and so located as to requiring no special effort to see the readings.

provided as to be visible from a distance of at least 5 metre, and so located as to requiring no special effort to see the readings.

(7) TPN MCB 40 A for correcting transformer ON/ OFF

(8) TPN MCB 40 A for supplying power to Refrigeration Panel.

(9) TPN MCB 32 A for supplying power to lighting DB

(10) TPN MCB 16 A for supplying power to starter of milk pump. Parallely 20 A metallic power plug socket to be provided.

(11) If the corrected voltage at the output side goes beyond 180-280 volt range, a control relay/power contactor combination shall cut off output power supply with a loud alarm.

(12) Suitable terminal blocks heavy duty, 4 way for incoming mains (63 A) and 4 way (63 A) for DG Set incoming and the terminal blocks (4 way 63 A for refrigeration, 4 way 32 A for lighting DB, 4 way 32 A for milk pump) heavy duty for outputs.

(13) Housing enclosure of powder coated MS of appropriate size

(14) Double compression heavy duty Brass cable glands for two incoming armoured cables & PVC cable.

Refrigeration Control Panel :

The refrigeration unit shall be provided with a control panel made out of Stainless Steel suitable for wall mounting near the unit. The panel shall be provided with motor starters, ON/OFF push buttons & necessary MCBs, control wiring, line voltage controller to guard the compressor against the supply voltage fluctuations. In case more than one compressor is provided in the refrigeration system, the control panel shall be provided with a sequence controller & timer to start one compressor at a time to avoid power supply surge. The panel shall also have facility to operate refrigeration unit on auto/ manual mode. In the auto mode, as soon as the milk temperature reaches to pre-set value, the compressor should be switched off to avoid freezing of milk.

Milk Tank Control Panel:

The milk tank shall be provided with a wall mounted control panel with timer to control the intermittent operation of the agitators & a digital temperature indicator to indicate the milk temperature to one decimal place with least count of 0.1 degree C on continuous basis. It shall include suitable switchgears etc as required for switching & protection. The agitator shall have interlocking arrangement with top cover opening limit switch. The limit switch shall put off the agitator as soon as the top cover opens up. Panel shall have provision for pre setting temperature of BMC Tank (not below the milk-temperature of 4 degree centigrade) for starting/stopping refrigeration compressors. Suitable battery back up to be provided so that temperature can be indicated when there is no electric supply.

Domestic Power Distribution Board:

This distribution board would get single phase power from grid supply directly (it is assumed that when grid power is received in this DB, Main control panel gets power only from D G Set) as well as stabilized power from main control panel and reed power for lighting, electric

geyser/solar water heating system, equipment/computers. The main components of this DB shall be as follow:

- 1) Wall mounted distribution board, MCB type
- 2) 32 DP Change over switch
- 3) 32 A DP MCB as in coming
- 4) 3 nos. 10 A MCB SP for lighting
- 5) 3 nos. 20 A MCB SP for geyser/Solar water heater, AMCU etc.

Cables & Electrical Switch gears:

All electrical switchgears and controls require d for the complete system shall be of suitable rating.

All permanent wiring installed on the tank or associated units shall be carried out using PVC cable in heavy gauge, screwed galvanized steel conduit or plastic conduit, or in mineral-insulated copper-sheathed cable.

Flexible electrical connections shall be made only to items normally movable in service. Such flexible shall be PVC insulated copper conductor cable not less than 24/0.20 mm in size (see IS 694 (Part1-1964*)) and earth continuity conductors of PVC insulated copper conductor shall be provided. Cable between DG Set and main panel shall be either steel armoured or un-armoured in steel conduits. For all electrical cables, suitable water tight cable glands and lugs should be used at ends. *Specification for PVC insulated cables (for voltage up to 1100V): Part 1 with copper conductor (revised).

Ear thing:

The earthing should be carried as per IS: 3043 1987 (reaffirmed 2001) "Code of practice for earthing". Pipe type earthing can be used. The chassis, framework and the fixed parts of the metal casing of the tanks, DG Set body, refrigeration plant skid, and all panels shall be provided with two separate earthing terminals. Neutral of D G Set shall be earthed by a separate independent earth pit. Neutral of G rid supply shall also be earthed by a separate independent earth pit Suitable G I Strip (minimum 25 x3 mm) to be used for connecting earth pit with nearest equipment earthing point. From this point earthing to other points can be looped by suitable GI Strip or PVC insulated copper conductor cable of green colour size minimum 1x 4 Sq mm)

In view of above, total four earth pits to be provided for each installation. The earthing terminals shall be readily accessible and so placed that the earth connections of the equipment are maintained when the cover or any other movable part of equipment is removed.

The earthing terminal shall be identified by means of the '≡' marked in a legible and indelible manner on or adjacent to the terminals.

Installation and Commissioning: All the components of the BMCU 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/BMCU/Diff.MU/NIT-05A(3rdCall)/10/10(QA)/23-24 Date: 18.07.2023

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 DEPOSIT

- (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. 4,69,000/- (Rupees Four Lakhs Sixty Nine Thousands only) as per prescribed manner stated in the N.I.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 31.03.2024), 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 Earnest Money Rs. 4,69,000/- (Rupees Four Lakhs Sixty Nine Thousands only) only as per prescribed manner or Document Showing EMD Exemption to be uploaded.
2	Check List in the prescribed format.
3	Application in the prescribed format given in Annexure I.
4	Copy of terms & conditions of NIEt digitally signed.

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

Sl .	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. iii) Certificate from a registered Chartered Accountant showing turnover of Rs. Four Crores in any financial year 2019-20/ 2020-21/ 2021-22. iv) 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 31.3.2024. ii) P T clearance Certificate (2022-23)
3	CREDENTIAL Scanned original copy	i) Documentary evidence of credentials of similar work of value Rs. Four Crores. Copy of work order & payment certificate will not be treated as “Credential” under any circumstances. Credential certificate issued by competent authority of a State / Central Government undertaking, Statutory / Autonomous bodies constituted under the Central/ State statute, on the executed value of completed work will be taken as credential. The Credential certificate for completed works, should contain (a) Name of work, (b) the name of client, (c) Estimated amount put to tender, (d) schedule month and year of commencement and completion as per work order, (e) Actual date of Completion of work, (f) Gross bill amount of the completed work and detail communicational address of client must be indicated in the credential certificate. In completed works detail communication address of client must be indicated in the credential certificate. Along with BOQ of the same must be given. 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 BMCU INCLUDING DG SET** 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 anywhere 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 West Bengal Milk Federation Web-Site www.benmilk.com as it is not possible to inform any individual.

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 (BMCUs including DG Set). 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 E. M./S.M. 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 purchase order. Places of supply, installation, testing and commissioning of the BMCUs are indicative only. No additional or extra payment will be borne by WBCMPFL for change in location of the BMCUs to be supplied.

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 WBCMPFL 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 (OFF-LINE)

(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 (**Offline**): 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 asked) 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 Cooperative Milk Producers' Federation Ltd.

**Annexure-I
Application
Format**

(To be furnished in the Organisation/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 BMCUs (including DG Set) at different Milk Unions under West Bengal Cooperative Milk Producers' Federation Limited.

Sir,

With reference to your N.I.e.T. No. **WBARD/WBMF/BMCU/Diff.MU/NIT-05A(3rdCall)/10/10(QA)/23-24 Date: 18.07.2023**, 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:
Name of the Firm:
Address with PIN:
Email ID:
Phone No

Signature & office seal:

CHECK-LIST

Information about Bidders (ONLY ORIGINAL

DOCUMENTS ARE TO BE SCANNED & UP LOADED IN THEE-BID PORTAL)

Serial	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 aregistered Chartered Accountant showing turnover of at least Rs. Four Crores 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/BMCU/Diff.MU/NIT-05A(3rdCall)/10/10(QA)/23-24 Date: 18.07.2023** 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 fulfil 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: