



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

BU/MAINT/BMC/0068

Dated: 16.04.2026

The Bhagirathi Cooperative Milk Producers Union Limited (The BCMPUL) invites e-Tender in 2 bid system for hiring individuals/dairy cooperative society/agencies to enter into rate contract for milk handling, storage, operation and maintenance of Bulk Milk Coolers of capacity 5 KL to 15 KL near milk shed areas of Sagardighi, Murshidabad on franchisee basis.

Individuals/dairy cooperative society/agencies with requisite technical and financial credibility are requested to submit their offers online in <https://wbenders.gov.in> (West Bengal e-Procurement Portal).

Important Date and Time

Sl. No.	Particulars	Date & Time
1	Date of Publication of Tender (Online)	16.04.2026 at 1500 hours
2	Documents download start date (Online)	16.04.2026 at 1505 hours
3	Bid submission start date (Online)	16.04.2026 at 1510 hours
4	Bid Submission end date (Online)	08.05.2026 at 1600 hours
5	Technical bid opening date	11.05.2026 at 1600 hours
6	Pre bid Meeting (Query can be addressed by mail or phone)	NIL
7	Financial Bid Opening date	To be notified later

Nature of Work	Service
Scope of Work	Rate contract for milk handling (receiving milk from societies), storage (storage of milk to BMC), (providing infrastructure as per specification installation of BMC) daily operation and maintenance of Bulk Milk Coolers of capacity 5 KL to 15 KL near milk shed areas of Sagardighi, Murshidabad on franchisee basis.
Estimated Rate	Rate to be offered by the bidder as per prevailing market rate.
Contract Period	5 years, extendable upon mutual agreement subject to satisfactory performance of the individual/dairy cooperative society/agency.
Bid Inviting Authority	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited
Eligibility Criteria	Statutory Documents to be uploaded by the bidder 1. Signed Copy of NIT in all pages as a token of acceptance of the Tender with the terms and conditions.



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	<ol style="list-style-type: none">2. Voter Card & Aadhaar Card of Individual/Udyam Registration in case of proprietorship firm/MOA & AOA in case of Company/Registration Certificate in case of Dairy Cooperative Society.3. PAN Card4. GSTIN in case the bidder is a Company.5. Land Record of the bidding individual/firm/dairy cooperative society.6. Record/Receipt of Property Tax7. Duly filled Annexure-A8. Duly filled Annexure-B
Earnest Money Deposit	<p>The EMD amounting to Rs. 10,000/- should be deposited online through Net Banking, NEFT/RTGS in favour of The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore. EMD shall not carry interest. EMD is exempted for MSME industries. In that case UDYAM Certificate is to be uploaded.</p> <p>Tenderers will select the Tender to bid and initiate payment of pre-defined EMD for that tender by selecting from either of the following payments modes (vide Finance Department Memorandum no. 3975-F(Y) Dt. 28/07/2016):</p> <ol style="list-style-type: none">1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway.2. RTGS/NEFT in case of offline payment through bank accounts in any Bank. <p>Payment procedure.</p> <p>a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :</p> <ol style="list-style-type: none">1. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.2. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.3. Bidder will receive a confirmation message regarding success/failure of the transaction. <p>If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of The Bhagirathi Cooperative Milk</p>



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	<p>Producers' Union Limited maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.</p> <p>For transaction failure, the bidder will again try for payment by going back to the first step.</p> <p>b) Payment through RTGS/NEFT:</p> <ol style="list-style-type: none">1. On selection of RTGS/NEFT as the payment mode, the e Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.2. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.3. Once payment is made, the bidder Will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.4. If verification is successful, the fund will get credited to the respective Pooling account of The Bhagirathi Cooperative Milk Producers' Union Limited maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road for collection of EMD/Tender Fees. Hereafter, the bidder will go to e-Procurement portal for submission of his bid. <p>But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.</p> <p>B. Refund/Settlement Process:</p> <ol style="list-style-type: none">i. After opening of the bids and technical evaluation of the same by the Quotation inviting authority through electronic processing in the e-Procurement portal of the State Government, the Quotation inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.iii. Once the financial bid evaluation is electronically processed in the e Procurement portal, EMD of the technically qualified bidders other than that
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	<p>of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the Quotation inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.</p> <p>iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.</p> <p>v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –</p> <p>a) EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head “8443-00-103-001-07” through GRIPS along with the bank particulars of the L1 bidder.</p> <p>b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRI, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder.</p> <p>In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.</p> <p>vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.</p> <p>vii. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head “0070-60-800-013-27” through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRI, etc tenders.</p> <p>viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD (if any) were initiated.</p>
Bid Document	The bid document is available in the E-Tendering Portal of Govt. of West Bengal https://wbtenders.gov.in .



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Technical Bid Evaluation	The Technical Bid will be evaluated by the Tender Committee. Bidders shall upload all the necessary documents in the Technical Folder which will be verified and evaluated by the Tender Committee.
Financial Bid	Rate shall be quoted in the Financial bid. The bidder shall quote the rate online through Computer only in the space marked for quoting rate in the Bill of Quantities (BOQ). Only downloaded copies of the above documents, digitally signed by the bidder are to be uploaded (Excel file). It is an itemwise BOQ the bidder shall quote basic rate per liter only. Taxes shall be calculated extra as applicable.
Validity of Bid	5 years
Download of Tender	<p>1. Download of Tender</p> <p>Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. https://wbtenders.gov.in .The tender will be submitted in two bid system i.e. Technical bid & Financial bid only through online.</p> <p>2. Online Bid submission procedure</p> <p>i. Registration of Bidders: Agencies/Bidders who are interested in participating e-tenders will have to get enrolled & registered with the Government e-Procurement system. through logging on to https://wbtenders.gov.in</p> <p>ii. Digital Signature certificate (DSC): Each bidders is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount or any service provide as may be allowed by the Finance Department, Govt. of West Bengal.</p> <p>iii. Tender Download: The bidders can search & download NIT & Tender Documents electronically from computer once he logs in to the e-Tendering portal https://wbtenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.</p> <p>iv. Submission of Tenders: General process of submission, Tenders are to be submitted through online to the stipulated website in two folders, (one is Technical Bid & the other is Financial Bid) before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly digitally signed. The documents will get encrypted (transformed into non readable formats).</p>
Award of Contract	The bidder selected after evaluation will be given Award of Contract, subject to fulfillment of Terms and Conditions provided in the tender.
Publication of Tender	<p>1. E-Procurement Portal Govt. of West Bengal (https://wbtenders.gov.in)</p> <p>2. Website of the Milk Union (www.bhagirathimilk.com)</p>



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General Terms and Conditions

1. SCOPE OF SERVICES

- I. The scope of services is to provide building/infrastructure/facility for installation of 5KL Bulk Milk Cooling Unit expandable to 15 KL with an area of 2880-3000 square feet (Min. 4 Katha) within a single premises to accommodate 5000-15000 Liters Bulk Milk Cooler and associated plant machinery including Diesel Generator, Automatic Milk Collection Equipment, Milk Reception Equipments etc. The building should have a hard park of area 500-600 sq ft for parking vehicles to the BMC dockyard, movement of milk route vehicles and loading of milk tankers. Clean water, 3 phase electrical connection, waste and water disposal area, bore-well, toilet, furniture, fittings, plumbing works etc. and proper approach to road for free movement of vehicles and tankers. The facility should be well lit for testing and reporting.
- II. Managing entire BMC operations as per the SOP/directive of the Milk Union. It includes unloading of milk cans from vehicles to receive milk in both morning and evening shifts, qualitative and quantitative analysis as per direction of Quality Control personnel deployed by the Milk Union. Loading milk in BMC, Chilling the Milk, Transfer the Milk to the Milk Tanker. Cleaning of BMCs, Cans, lids, floor, hard park etc.
- III. The Milk Union shall install BMC and DG in the facility provided by the individual/agency/dairy cooperative society. The entire operations of receiving the milk storing to BMC chilling and transfer to tanker must be done by the intending bidder. The cost of chilling with includes ~~power and fuel~~, labour, preventive and corrective maintenance of BMC, water, cleaning, exigency arrangements and other costs must be considered while quoting the rates. The Milk Union shall depute a Quality Control personnel who shall oversee the entire operations. The entire operations shall be as per the SOP/guidelines of the Milk Union.
- IV. The bidder shall raise the bill in monthly basis against the quantity of milk handled which shall be confirmed by the Quality Control personnel/Milk Union. Bill shall be paid within 30 days. It is advisable to the bidder to keep a working capital of at least 2 months in case of exigency situations or delay in release of bill.

2. RATE TO BE QUOTED

BMC Franchisee shall include rent of BMC Building, manpower cost, ~~diesel and electricity cost~~, cost of undertaking routine repair & maintenance contracts for BMC equipment, cost of consumable items for cleaning & hygiene maintenance of the BMC Centre, cost of stationery items, cost of water supply, Mobile expenses, Internet dongle expenses and cost of miscellaneous items excluding lab/testing equipment, daily BMC/Can cleaning agent etc..

The cost of Power and Fuel i.e. Electricity and diesel shall not be included in the per liter rate quoted in the BOQ. However, the service provider shall pay the electricity bill on monthly basis to Electricity Department and raise the bill along with payment acknowledgement to the office for reimbursement.



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For diesel it shall be either supplied by the milk union or the actual cost of procurement shall be reimbursed to the service provider. Thus the cost of power and fuel is not to be considered while quoting rate in the BOQ.

3. TAXES AND DUTIES

- I. All the Bidders are requested to familiarize themselves with the laws, rules, regulations prevailing in India and in the State of West Bengal and shall consider the same while submitting their bids.
- II. All existing and enhanced/ future municipal/panchayet taxes, rates & cess etc. shall be paid by the bidder.
- III. As regards the Indian Income Tax, surcharges on Income Tax and any other corporate tax, THE BCMPUL shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Owner/ Lease Holder shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Owner/ Lease Holder is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.
- IV. If any rates of taxes/ duties/ levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of the term of the lease, which was or will be assessed on the Owner/ Lease Holder in connection with performance of the terms of the lease, an equitable adjustment of the lease rent shall be made to fully take in to account any such change by addition to the lease rent or deduction there from, as the case may be. However, these adjustments shall be restricted to direct transactions between THE BCMPUL and the Owner/ Lease Holder.

4. TERMS AND CONDITIONS

1. The bidder should be hiring manpower to work in the Bulk Milk Cooling Unit and should be bearing their salaries/ remunerations/ commissions.
2. The bidder, including his family members, should not be involved in collecting / trading of milk for multiple agencies during the tenure of this contract.
3. The bidder should not have any business of selling milk and milk products like curd, ghee, cream, lassi, paneer etc. or any other milk products except from the one manufactured by Bhagirathi.
4. The bidder should not be a logistics operator of milk and milk products for other agencies.
5. The bidder should not have any affiliation with political parties and should not be indulged in political canvassing.
6. The bidder should not have any criminal record/ any criminal case pending against him/ her. If any evidence is found, in the due course of time, of concealing any such records, then the contract will be cancelled on immediate basis and legal actions shall be initiated as per law.



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7. Bhagirathi shall make franchisee agreement of 5 years' duration, incorporating the terms of the accepted offer, with the successful bidder only after successful completion of all necessary building infrastructure & facilities.
8. **All the rates/ prices/costs should be quoted in terms of "Rs. per litre" and should be inclusive of costs of rent of BMC Building, manpower cost, ~~diesel and electricity cost~~, cost of undertaking routine repair & maintenance contracts for BMC equipment, cost of consumable items for cleaning & hygiene maintenance of the BMC Centre, cost of stationery items, cost of water supply, Mobile expenses, Internet dongle expenses and cost of miscellaneous items excluding lab/testing equipment, daily BMC/Can cleaning agent etc..**
9. The rates/ prices/costs quoted by the bidder shall be fixed for the duration of the contract and shall not be adjusted/ amended on any account except in case of statutory changes as per Government notifications from time to time.
10. Bhagirathi will make a final franchisee agreement of 5 years' duration, incorporating the terms of the accepted offer, with the successful bidder within a period of 45 days of notification/confirmation of award of the contract.
11. Bhagirathi will award the contract to the bidder whose bid has been determined to be substantially responsive, confirms to the eligibility criteria, and quoted the lowest rate.
12. **Lowest Bidder has to submit a Security Deposit of Rs. 50,000/- as performance guarantee which shall be released after successful execution of the Contract. Performance guarantee shall be forfeited in case of violations of the terms and conditions of the Contract.**
13. The bidder whose bid is accepted and is found to be the lowest shall be awarded with an offer letter to mobilize their resources and initiate for construction of BMC building.
14. Once Bhagirathi conveys acceptance of the offer and awards the contract, the building and facilities should be completed within stipulated time. Bhagirathi shall monitor the progress regularly and the contract may be cancelled in case of poor progress.
15. In case the building/facility is not ready/made available within the stipulated period, the offer/contact shall stand withdrawn/cancelled unless agreed in writing by Bhagirathi.
16. The BMC building should be ready with all facilities within two months after the date of signing of the agreement.
17. The BMC Franchisee knows and agrees that Bhagirathi has right to enter into the said BMC building and premises for taking possession of its capital items allocated therein at any given point in time without assigning any reason.



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18. The BMC Franchisee shall not use the BMC for any other purpose except as provided in this agreement and shall not indulge himself or allow his employees in any illegal, unlawful, or immoral activities at the BMC.
19. The BMC Franchisee party does not get any right, title, or ownership and interest over the BMC and its machines and equipment installed, fitted and provided by BCMPUL for running its milk collection operations through the BMC and its equipment.
20. It is made clear that the BMC Franchisee party has understood and agreed that the right, title, ownership, possession and control of the BMC shall always vest with BCMPUL during the entire term of this agreement or thereafter.
21. The BMC Franchisee shall not keep items and or articles except provided or to be provided by the BCMPUL for running its milk collection operations. The BMC Franchisee shall not receive milk and dairy products sources other than supplied or arranged by BCMPUL. The BMC Franchisee shall keep and maintain the record of all the items or the articles received by it from BCMPUL and shall produce that to BCMPUL as and when demanded.
22. The BMC Franchisee shall take proper care of machinery, equipment and other accessories. In case of any defect or damage or loss in any manner, the same shall be brought to the notice of BCMPUL immediately on telephone and inform the same in writing within 12 hours of its initial reporting.
23. The BMC Franchisee shall do the routine maintenance at their own cost (a justified value of upto approx. Rs. 6000/- per month) to upkeep the BMC equipment by undertaking maintenance contracts with agencies/ parties as recommended by BCMPUL. In case of any loss to the machinery, equipment and furniture due to carelessness and negligence of BMC Franchisee, the cost of such damage or losses will be recovered from the BMC Franchisee. However, if the BMC require any major replacement of equipment or parts damaged due to its regular operations then the cost of such replacements will be borne by BCMPUL.
24. The BMC Franchisee must undertake routine preventive and corrective maintenance of BMC, DGs as per instruction from Quality Control personnel of Bhagirathi.
25. The BMC Franchisee should use recommended engine oil & HSD diesel from the authorized refilling stations of IOCL/HPCL/NRL/BPCL. If the DG set ceases due to adulterated engine oil or fuel or due to the absence of engine oil or coolant, the BMC Franchisee will be held responsible and will be penalized as per the cost incurred in bringing the DG set back in order.
26. The BMC Franchisee should use refrigerant as prescribed by the OEM or the Milk Union. Original seal pack canisters should only be used. Use of Local refrigerant is prohibited. BMC Franchisee will be held responsible and will be penalized as per the cost incurred in bringing the BMC in good condition
27. In case there is difficulty in weighing of the exact quantity of milk due to any defect or anomaly, the same shall be immediately reported to BCMPUL first telephonically and then in writing by the BMC Franchisee.



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28. The BMC Franchisee shall maintain proper record for the milk and other items received, dispatched and balance thereof as per the format prescribed or to be prescribed by BCMPUL from time to time.
29. The BMC Franchisee shall store the milk at 4 degrees centigrade. In the event of failure of refrigeration system or prolong power failure, the milk will be shifted to the liquid milk processing plant, located at Berhampore/Kandi through insulated milk tankers or its own arrangement immediately to avoid spoilage of milk. In such a case the expenses of shifting milk to the aforesaid processing plant shall be borne by BCMPUL only.
30. The BMC Franchisee shall always show utmost courtesy to the milk producers. Any action of misconduct on behalf of the BMC Franchisee with the producers or with the officials of BCMPUL should be viewed very seriously. The BMC Franchisee shall be polite and courteous while running the BMC center. The BMC Franchisee shall not refuse to accept or acknowledge communication addressed and sent by BCMPUL and shall be loyal and faithfully obey the orders and instructions of BCMPUL communicated from time to time.
31. The BMC Franchisee shall open and close the bulk milk cooling center at the timings prescribed by BCMPUL from time to time. The BMC Franchisee shall ensure that the manpower deployed works as per the instruction of the Quality Control personnel.
32. The BMC Franchisee shall keep the BMC center neat & clean, hygienic and make his utmost efforts to promote, expand and receive the maximum quantity of the milk as per quality norms of BCMPUL.
33. The BMC Franchisee shall ensure that the milk received by him is free from adulterants and foreign matters. The BMC Franchisee shall also display the rate chart and other display materials in proper manner at the BMC center.
34. That the BMC Franchisee shall not divulge, disclose, leak any information in relation to the cooperative Union's secrets, know-how and procurement techniques including sale etc.
35. The BMC Franchisee shall not further pass on any information in writing or otherwise or by way of documents in this regard to anybody whosoever.
36. The BMC Franchisee shall not allow any outsider to take photographs and/ or video coverage of the BMC in any manner whatsoever. In the event of any information coming to the knowledge of the in regards to photography and or video coverage, the same shall be immediately reported to BCMPUL.
37. The franchisee shall be solely and wholly responsible for the employment of its workers and for discharging all obligations to or in connection with such employees for payment of wages, salaries and providing all amenities and benefits that may be required according to the law for the time being and from time in force and applicable to its establishment and/or for the workers employed



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in connection with this agreement. There will be no employer-employee relationship between BCMPUL and BMC Franchisee.

38. That any statutory liability arising out of employment, non-employment (including accidents) and non-payment of statutory benefits to its workers will be borne by the BMC franchisee.
39. Payment shall be made on monthly basis within 30 days of submission of the bill to the Milk Union. Payment of bill shall be made directly to the bank account of the BMC franchisee on the basis of the quantity of milk handled and as per agreed rate in the Contract duly verified by the concerned official and approved by the Competent Authority.
40. The BMC Franchisee must install separate electric meter and water tank exclusively for the BMC. Electricity bills are to be paid by the BMC franchisee in due time. Bhagirathi shall not be liable to bear additional charge incurred by the BMC franchisee due to delay or negligence in submission of bill.
41. It is advisable to the bidder to keep a working capital of at least 2 months in case of exigency situations or delay in release of bill.
42. If, in any case, the bulk milk collected and stored in the BMC is found to be spoiled or unfit for consumption due to negligence in maintenance (operational or cleaning) or due to any unscrupulous practice or malpractice, the cost of the spoiled milk shall be recovered from the bidder, along with penalization.
43. The BMC Franchisee must read the document carefully before signing any such document. The BMC Franchisee or his employees will not sign any blank paper from whosoever at any circumstances.
44. **Force Majeure:** The failure or delay of any party to perform any obligations under this agreement solely by reason of act of God, acts of government (except as otherwise enumerated herein), riots, wars, strikes, lockouts, accidents in transportation or other causes beyond its control (collectively referred to as the "FORCE MAJEURE") shall not be deemed to be a breach of this agreement, provided, that the party so prevented from performance of its obligations herein, shall not have caused such Force Majeure. The party so prevented shall have used reasonable diligence to avoid such Force Majeure or ameliorate its effects and shall continue to take all actions with its power to comply as fully as possible with the terms and conditions of this agreement. Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing within seven days after the occurrence of such force Majeure and shall in every instance to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch. In the event of Force Majeure persists for a consecutive period of more than 3 months, then the other party shall have the option to terminate the agreement without incurring any liability. This shall be applicable only in case of labour strikes and lockout circumstances.

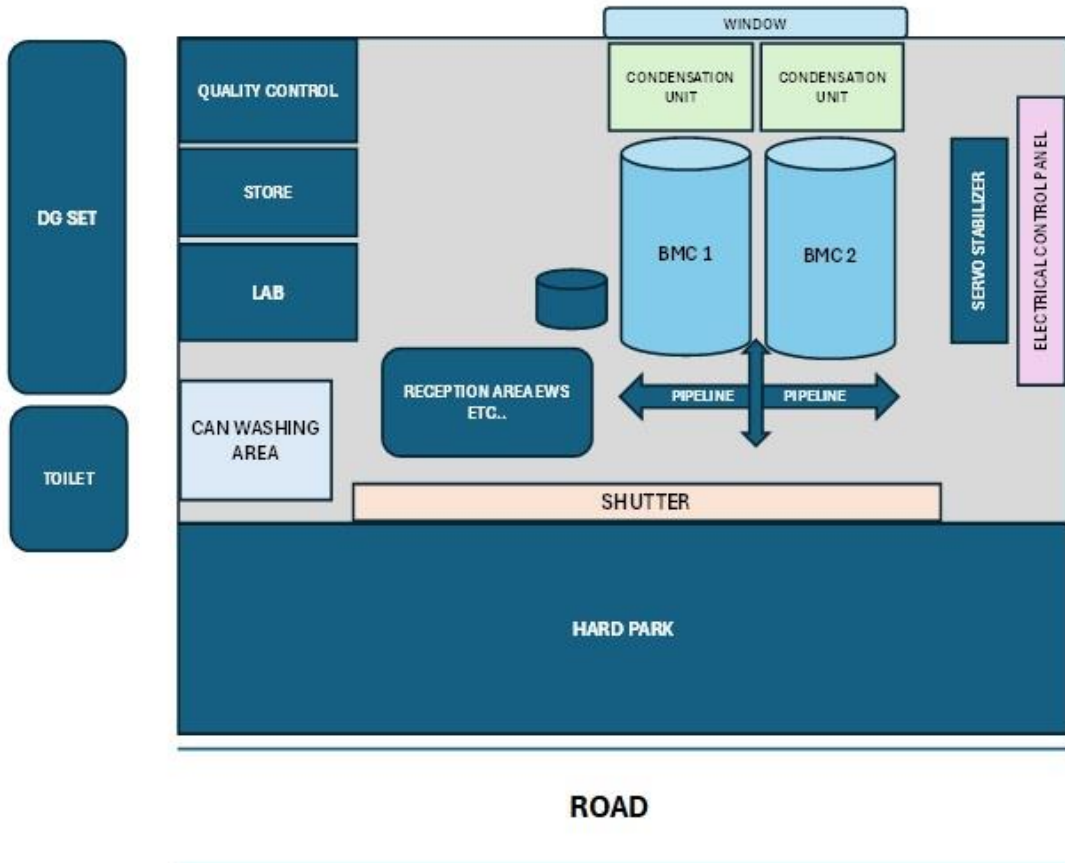


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45. **Termination of Contract:** Either party may terminate this agreement by giving 3 months' notice in writing, without assigning any reason thereof.
46. If the BMC Franchisee commits breach of any of the terms and conditions of this agreement or in any way acts against the interest of BCMPUL or acts in any manner which may adversely affect the business or reputation of BCMPUL or commits any acts which is incompatible with the provisions of this agreement, BCMPUL shall terminate this agreement forthwith without any notice or assigning any reason and may forfeit the security deposited by the BMC franchisee.
47. If BCMPUL is of the view that the BMC Franchisee is not performing well or not discharging his obligations under the agreement without any notice and damages whatsoever.
48. Either on the termination of the agreement or on expiry of the terms of the agreement, the BMC Franchisee and his representative shall hand over the charge and actual & physical possession of BMC, Automatic Milk Collection Units, Diesel Generator set, all equipment, furniture and fixtures and all other assets of BCMPUL to its authorized representatives.
49. In case the BMC Franchisee and/ or his representative are not present or intentionally / willfully remain absent or refuse to hand over the charge, BCMPUL shall be entitled to break open the locks and enter into the BMC premises and after preparing inventory of its items shall take over the charge of the Bulk Milk Cooling center which will be binding on the BMC Franchisee and/or its representatives and legal heirs will have no claim on the items etc. whatsoever under any circumstances.
50. **Dispute Resolution:** Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be Berhampore. The language of arbitration shall be English.
51. **Applicable Law:** The Agreement shall be interpreted in accordance with the laws of Union of India.
52. The undersigned reserves the right to accept or reject any tenders and to cancel the entire tender process without assigning any reason whatsoever.

Sd/-
Managing Director
The Bhagirathi Cooperative
Milk Producers' Union Limited

OUTLAY OF A BMC FACILITY



Sd/-

Managing Director

The Bhagirathi Cooperative Milk Producers' Union Limited



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Annexure-A

(To be filled up by the bidder)

a) Name of Individual/Firm/Dairy Cooperative Society:

b) Address (office & residence):

c) Telephone & Mobile No.:

d) Email ID:

e) Address of Property offered:

f) Carpet Area of Property Offered* (in Sq. Ft.):

g) Built-Up Area of Property Offered (in Sq. Ft.)

Signature with Seal

Name:

Name of Individual/ Firm/Dairy Coop. Society

Date:.....

Place:.....



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Annexure-B

(To be furnished in a Rs. 20/- Non-Judicial Stamp paper duly Notarized by Notary public)

1. I/We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/our knowledge.
2. I/We the undersigned do hereby certify that neither me/my firm/company nor any of its constituent partners has been convicted by the court of law.
3. I/We the undersigned do hereby certify that we have not been blacklisted by NDDDB or any dairy industry or any other industry in the past.
4. I/We the undersigned do hereby certify I shall fulfill all the terms and conditions as enshrined in the Tender Notice and in any event of failure to do so my EMD shall stand forfeited.
5. I/We the undersigned do hereby certify that I shall keep a working capital of 2 months which may be required in exigency situation in case payment of bill is delayed from the Milk Union.
6. I/We the undersigned do hereby declare that I shall execute an agreement with The Bhagirathi Cooperative Milk Producers' Union Limited as per terms and conditions enshrined in the Contract.
7. I/We the undersigned do hereby declare that I shall comply to the statutory obligation and abide by the rules and regulations prevailing in the State of West Bengal and India.
8. I/We agreed to abide by the terms and conditions of the Reverse Auction Notice.
9. I hereby declare that the information given above and in the enclosed documents is true to the best of my knowledge and belief and nothing has been concealed therein. I understand that if the information given by me is proved false/not true, I will have to face the punishment as per the law in force in India. Also, all the benefits availed by me shall be summarily withdrawn.

Signature of Applicant with Seal and Date:

Name of Individual/ Authorized Signatory of Firm/Dairy Coop. Society

Date:

Place: