



THE BHAGIRATHI COOPERATIVE MILK PRODUCERS' UNION LTD.
Feeder Dairy, Panchanantala, Berhampore, Murshidabad

BU/E&A/HOSPITAL/4186

Date: 21.02.2019

NOTICE INVITING AUCTION

e-AUCTION for leasing out of the Hospital Building (608.23 SQM.) at Mouza Sibdanga Badarpur, Plot No. 338, JL No. 79, Khaitan No.711) situated beside main road of Panchanantala, Berhampore, Murshidabad - 742101 for Commercial purposes for a period of 30 years in lieu of yearly rental basis.

The Bhagirathi Cooperative Milk Producers' Union Ltd. (A Govt. of West Bengal Project) invites offers from eligible agencies, Institution or individuals having an average annual income of at least Rs. 50,00,000/- (Rupees fifty lakh) only during the last three financial years, for allotment of **(608.23 SQM) Building comprising plot no. 338 at Mouza Sibdanga Badarpur, (J.L. No. 79)** on 'Lease-Hold' basis for 30 years for "Commercial Purpose" through e-Tender **(Forward Auction)** process to be conducted through the e-Tender Portal <https://wbtenders.gov.in> of National Informatics Centre, Govt. of West Bengal as described fully herein below.

There should be at least three eligible bidders, who have deposited EMD, to start the e-Tender **(Forward Auction)** process. In absence of the same, the instant e-auction would be treated as cancelled.

The allotment will be made to the bidder bidding the highest bid in such e-Tender **(Forward Auction)** process provided that the highest bid so obtained is higher than the minimum Reserve Price fixed for the building. Any change in building use pattern other than as specified will not be allowed.

Earnest Money for this e-Tender **(Forward Auction)** is Rs. 4,98,000/- (Rupees Four lakh ninety eight thousand) only which is to be deposited in the form of Demand Draft/Banker's Cheque only in The Bhagirathi Cooperative Milk Producers' Union Ltd.'s Bank Account with United bank of India, Bhagirathi Branch and should reach to the office of the Managing Director, The Bhagirathi Cooperative Milk Producers' Union Ltd. Details of which are given herein.

Intending bidders shall have to register themselves with National Informatics Centre; Govt. of India on <https://wbtenders.gov.in>. Such registration process should be completed at least two working days before the date of e-Tender **(Forward Auction)**. Details regarding registration, e-Tender process, terms and conditions of e-Tender **(Forward Auction)** etc. are available in the website of Bhagirathi Milk Union/NIC. Bidders are also requested to note that only digitally signed bids shall be accepted in the e-Tender **Forward**

Auction. Hence, they should equip themselves with Indian Digital Signature Certificates before the date of e-Auction. e- Tender (**Forward Auction**) will be held on **05.03.2019 from 11.30 a.m. onwards up to 3.30 p.m.** subject to auto extension. It is notified for information of the Bidders that the instant offer is subject to the scrutiny and/or approval of the authority of the Bhagirathi Milk Union.

INTRODUCTION ABOUT THE BHAGIRATHI

The Bhagirathi Cooperative Milk Producers' Union Ltd., was established in the year 1974, under the "Operation Flood Programme" as a Cooperative Society and is registered under West Bengal Cooperative Societies Act and Rules. The main objective of Bhagirathi Milk Union is bringing about socio-economic transformation of the rural masses through organizing Dairy Cooperative Societies in the district of Murshidabad. Over a period of 44 years, the Bhagirathi Milk Union has been able to infuse a new life in the cooperative movement of the West Bengal, ensuring democratic functioning of the cooperatives such as members' involvement in decision making process, to promote thrift, self-help and mutual aid, involving womenfolk and also to provide for transparent, devoted and efficient management and services relevant to the needs of the cooperatives. The operational area of the Union is entire Murshidabad district which covers 26 blocks.

Our supply consists of exclusively cow milk obtained from good quality cattle and our effort is to bring fresh unadulterated cow milk to the doorsteps of the consumers. During the processing of the raw milk supplied to us by the farmers we pasteurize and homogenize and as well as maintain originality and purity of the cow milk. Our main objective is to supply fresh dairy products to the consumers within a reasonable cost.

THE OFFER

The Bhagirathi Cooperative Milk producers' Union Ltd. invites offers from eligible Institutions or agencies or individuals having an average annual income of at least Rs. 50,00,000/- (Rupees fifteen lakh) only during the last three financial years, for allotment of Hospital Building on 'Lease-Hold' basis for 30 years for "Commercial Purpose", through e-auction process to be conducted through the e-Auction Portal <https://wbtenders.gov.in> (or www.bhagirathimilk.com) of National Informatics Centre as described fully herein below. e-Tender (**Forward Auction**) will be held on **05.03.2019 from 11.30 a.m. onwards up to 3.30 p.m.** of the same day subject to auto extension.

TERMS & CONDITIONS

1. The Bidder should be a registered agency (not mandatory for individuals).
2. No Bidder shall be represented by any Broker or Agent.
3. e-Tender (**Forward Auction**) bids are invited for getting allotment of above mentioned property on lease hold basis for 30 years on 'As Is Where Is', 'Caveat emptor' and 'No Complaint' basis only.
4. The successful Bidder/Lessee would have to pay an Annual Rent plus Goods and Services Tax (GST), as applicable, with increment @5% every year and such taxes as applicable during the lease period, besides making payment of the Salami of Rs.56,59,840/- (40% of Land Value)

5. Bhagirathi Milk Union is the LESSOR of the building.
6. No change of use other than the purpose of the instant allotment is allowed.
7. The word SUCCESSFUL BIDDER wherever appearing means the highest bidder whose rate has been accepted by the Bhagirathi Milk Union with the approval of the competent authority of the Milk Union.
8. This e-Tender (Forward Auction) is governed by the TERMS & CONDITIONS as contained herein and in accordance with the conditions for e-Auction through the portal of the National Informatics Centre (NIC), Government of West Bengal as well as the general financial norms of the Government of West Bengal.
9. e-Tender (Forward Auction) opening time, closing time, inspection schedule and other dates & times mentioned in the e-Tender (Forward Auction) catalogue may be treated as (IST) Indian Standard Time only.
10. The bidders who are interested to get allotment of the above property through e-Tender (Forward Auction) should get themselves registered with NIC for participating in this e-Tender process at least two days before commencement of e-auctions. Bidders are also requested to note that only digitally signed bids shall be accepted in the e-tender. Hence, they should equip themselves with Indian Digital Signature Certificates before such registration.
11. There should be at least three eligible bidders, who have deposited EMD, to start the e-tender process. In absence of the same the instant e-tender would be treated as cancelled.
12. It is notified for information of the Bidders that the instant offer is subject to the scrutiny and approval of the authority of the Bhagirathi Milk Union.
13. Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.
14. **Acceptance of Tender**
(Highest valid rate) should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.
15. **Work Order**
The Bhagirathi will communicate acceptance of tender to the successful bidder by a Work Order. The successful tenderer shall communicate the acceptance of the Work order.
16. **Concession**
No price preference will be allowed to any tenderer based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.

FORWARD AUCTION

1. After opening the financial proposal of the bidders Forward Auction will be conducted among techno-commercially eligible bidders only.
2. The date and time of Forward Auction, Start bid price, Rate of increment for each item will be provided in the portal well in advance of the date of Forward Auction. The increment of the Bid price will be multiple of increment value for that item.

3. After putting bid price by any bidder within last 10 minutes of closing time, the closing time of Forward Auction will be automatically extended by 10 (ten) minutes in a repetitive loop.
4. During Forward Auction the quoted Landed price. During Forward Auction process, the Landed price is to be varied quoted by the bidder in their financial proposal unaltered. The **H1 bidder will submit their breakup of Price within 03 (Three) working days after completion of Forward Auction.**
5. During the Forward Auction, the bidders will be able to see the prices quoted in Real Time to know the status of their bid.
6. Neither Bhagirathi nor NIC can be held responsible for consequential damages such as system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, local Bandh/ strike etc.
7. The H1, H2, H3, H4, H5..... position will be considered from the final bid position after Reverse Auction.

SCHEDULE OF PROPERTY

All that piece and parcel of property measuring **1266.526 sq-mt.** comprising plot no. 338 at Mouza Sibdanga Badarpur, (J.L. No. 79), Panchanantala, Berhampore on 'Lease-Hold' basis for 30 years for "Commercial Purpose" to provide medical/educational facilities as in the layout of approved plan of the Bhagirathi Milk Union (Sketch Map as Annexure-D)

CONTACT PERSON

1. Managing Director, The Bhagirathi Cooperative Milk producers' Union Ltd.

ELIGIBILITY CONDITIONS FOR BIDDERS

The Bhagirathi Cooperative Milk Producers' Union Ltd., a registered cooperative society under West Bengal Cooperative Societies Act and Rules, invites sealed offers from eligible agencies/NGOs or individuals having an average annual income of at least Rs. 50,00,000/- (Rupees fifty lakh) only during the last three financial years.

There should be at least three eligible bidders who have deposited EMD to start the e-auction process. In absence of the same, the instant e-auction would be treated as cancelled.

REGISTRATION

All those who wish to participate in this e-auction and who fulfil the eligibility conditions, as stated above, shall have to register with the Government e-Tender website <https://wbtenders.gov.in> Registration shall involve filling up an online form and submission of necessary documents with the Bhagirathi Milk Union. All documents pertaining to this e-Tender must be addressed to the Managing Director, The Bhagirathi Milk

Union and should reach to him by **4.00 p.m. of 01.03.2019**. On receipt of all documents, the bidder's registration shall be activated by the Bhagirathi Milk Union and only thereafter a bidder can log into the website.

Participation in this e-Tender is not possible without a valid registration. In case there is any amendment/corrigendum in this document, the same will be uploaded in the Milk Union's website. Bidders are advised to consult such amendments/corrigendum, if any, before such e-Tender.

e-Tender bidding process will take place through web portal **<https://wbtenders.gov.in>** on the day and time specified in the e-Tender notice published in the newspaper/web portal. The Bidder should have valid Class II or Class III Digital Signature Certificate (DSC) obtained from any Indian Certifying Authority. In case of requirement of DSC, interested Bidders should go to **<https://wbtenders.gov.in>**

The bidder has to obtain user ID and Password free of cost and can get training for e-Tender from NIC. Guidelines to Bidders on the operations of Electronic Tender System can be obtained from **<https://wbtenders.gov.in>**. The bidders interested in participating in the above Tender, using the Electronic Tender System are required to create User ID.

Agencies/Bidders who are interested in participating such e-Tender are requested to contact the representatives of NIC for registration, computer setting and clarification on e-Tendering.

The duly filled bid as instructed be submitted online on **<https://wbtenders.gov.in>**

DOCUMENTS TO BE FURNISHED

- 1) Identity & particulars of the Applicant as in the proforma attached herein (Annexure – A & Annexure – B).
- 2) Valid Registration Certificate / Trade License / Partnership Deed (not mandatory for the individuals).
- 3) Annual Accounts and/or IT Returns for last three financial years.
- 4) Power of Attorney in the Proforma as in this document (Annexure – C).
- 5) PAN Card of the Organization(s)/Individual.

USE AND PROTECTION OF USER ID, PASSWORD AND DIGITAL SIGNATURE CERTIFICATE

The bidders are advised to keep their User ID and Password secret and not share these with anyone to prevent misuse or abuse of the same. The bidders are also advised to change their passwords regularly. NIC/Bhagirathi Milk Union shall not be responsible for any misuse/abuse/ unauthorized use of the password of any bidder and no representation in this regard from any bidder shall be entertained by NIC/Bhagirathi Milk Union. A bid recorded in this e-Tender against any password will be deemed to have been submitted by the owner of the password only.

Bidders shall require Class II or Class III Digital Signature Certificate (DSC) to participate in this e-Tender. The bidder shall have to set the parameters of his computers so that the DSC is operational. NIC/Bhagirathi Milk Union shall not be responsible for any malfunctioning or non-functioning of any bidder's computer either on account of DSC or for any other reason. Bids submitted by a bidder after signing with his/her DSC signifies non repudiation by the bidder. Thus, a bidder after submitting a bid cannot disown it. A bidder shall be fully and solely responsible for the bid recorded against his/her name to be identified by the set of User ID, Password and DSC.

BIDDING METHODOLOGY

On the day of the e-Tender, which will be started on **05.03.2019 from 11.30 a.m. onwards up to 3.30 p.m.** subject to auto extension, the bidder has to visit the Government e-Tender website **<https://wbtenders.gov.in>** and click on the link for Bhagirathi Milk Union e-Tenders. He/she has to login with his/her User ID and Password. In the next page, the bidder has to click on the link "View Live e-auctions" and click on the link with the e-Tender number for this e-Tender. The bidder shall be required to sign his acceptance of e-Tender terms and conditions with his DSC and then only the bidder can have access to the bidding area.

The bidding for the property shall be in whole Rupees. Thus to bid an amount of Rs 10,00,000/- (ten lakh), a bidder needs to type 1000000 in the space provided for bidding and click on the BID button. On clicking the BID button, the bid has to be signed by the bidder with his DSC. The bid incremental value is Rs. 5,000/- only.

CAUTION IN SUBMISSION OF BID

The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by NIC /Bhagirathi Milk Union in this regard. Hence Bidders must be careful to check (the Bid Amount/No. of Zeros /No. of Digits/Unit of Measurement etc.) rectify their bid (if required) before submitting their Bid into the live e-auction floor by clicking the 'Bid' Button.

AUCTION FEE

All intending Bidders are to deposit an Auction Fee to participate in the auction process. The Auction Fee is fixed @ Rs. 2000/- for the property which shall be paid by the bidder(s) online in favour of Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore.

EARNEST MONEY DEPOSIT (EMD)

The EMD amounting to Rs. 4,98,000/- should be deposited online through Net Banking, NEFT/RTGS in favour of the Managing Director, The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore.

EMD shall not carry interest.

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) :

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.

Payment procedure.

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

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.
 1. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of The Bhagirathi Cooperative Milk Producers' Union Limited maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
 2. For transaction failure, the bidder will again try for payment by going back to the first step.

b) Payment through RTGS/NEFT:

1. On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
2. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
3. Once payment is made, the bidder Will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
4. If verification is successful, the fund will get credited to the respective Pooling account of The Bhagirathi Cooperative Milk Producers' Union Limited maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road for collection of EMD/Tender Fees.
5. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

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

B. Refund/Settlement Process:

i. After opening of the bids and technical evaluation of the same by the Quotation inviting authority through electronic processing in the e-Procurement portal of the State Government, the Quotation inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.

ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender inviting authority.

iii. Once the financial bid evaluation is electronically processed in the e Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the Quotation inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

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

v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –

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.

b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRI, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder. In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.

vii. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.

viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

The highest bidder shall be notified by email. Hence, bidders are advised to keep their email account active and monitor the same carefully. In case of non-receipt of email, the bidder may contact with the Bhagirathi Milk Union.

In case the lease premium consideration is not paid as specified in the subsequent paragraphs by the Successful Bidder, the offer of allotment of the particular building to the concerned Successful Bidder would stand cancelled and the Earnest Money Deposit and subsequent payment made, if any, by the Successful Bidder will automatically stand forfeited. In addition to such forfeiture, as stated above, the defaulting Bidder may not be allowed to take part in any of the bids which may be held by the Milk Union in future for a period of 01 (one) year.

For the sake of clarity, it is notified that there shall not be any extension of the last date fixed for payment of each of the instalment as specified below. However, in case of last day being holiday, it will be extended automatically to next working day.

BID STARTING PRICE

There is a 'Start Price' for e-bidding for the said building, which is Rs. 7,80,000/- (Rupees Seven lakh eighty thousand). Start Price will be mentioned in the e-auction floor at whole rupees rounded off. Bidders have to bid above the float price. It is, however, made clear that such starting price is not the minimum 'Reserve Price'.

PAYMENT SCHEDULE

25% of the lease premium (Salami) shall be deposited by the Highest Bidder, so declared as successful, with Milk Union within 30 days from the date of declaration regarding selection of the Bidder.

The balance 75% amount of the lease premium (Salami) will have to be paid in three equal monthly instalments i.e., first instalment of such 25% of the lease premium (Salami) is to be paid within 30 days from the date of payment of the amount and second instalment of the 25% of the lease premium consideration will have to be paid within 30 days from the date of payment of the previous first instalment.

The balance 25% of the Lease Premium is to be paid before the joint Measurement of the particular property, preferably within 30 days from the date of last payment. The EMD shall be automatically adjusted towards last instalment of lease premium.

The Deed of Lease shall be executed only after entire amount of lease premium is credited into The Bhagirathi Cooperative Milk Producers' Union Ltd.'s account and after the joint measurement of that particular plot of land is completed. The lease deed would be executed in favour of the "Successful Bidder".

All taxes/duties/levies, etc. and expenses, if any as applicable and related to the lease of the plot of land on offer, shall be entirely paid by the Successful Bidder(s).

DEFAULT IN PAYMENT BY THE SUCCESSFUL BIDDER

In case the lease premium amount is not paid as per Payment Schedule given above by the Successful Bidder, the offer of allotment of the particular building to the concerned Successful Bidder would stand cancelled and the Earnest Money Deposit and subsequent payment made, if any, by the Successful Bidder will automatically stand forfeited. In addition to such forfeiture of EMD, the defaulting bidder may not be allowed to take part in any e- auctions or any of the auctions which may be held in future on behalf of the Bhagirathi Milk Union for a period of 01 (one) year. Decision in this regard shall be taken exclusively by the Milk Union and shall be final and binding on the bidders.

For the sake of clarity it is notified that there shall not be any extension of the last date fixed for payment of each of the instalment as specified above in the Payment Schedule. However, in case of last day being a holiday, the date will stand extended automatically to the next working day.

OTHER CONDITIONS

The allotment of the said building would be made in favour of a single successful bidder who has quoted highest rate above minimum reserve price and who has been found to have fulfilled all conditions of allotment as stated in these documents, after the approval of the authority of the Milk Union is obtained.

The allotment would be made on lease hold basis for 30 years for the purpose of providing treatment/ educational facilities.

Salami of the property has been fixed and reserved @ Rs.56,59,840/- (40% market value of the said land) and the minimum yearly rent has been fixed @ Rs.7,80,000/- (i.e 4% of Land Value + 2% of Building Value) as per the W.B Land and Land Reforms Rules, 1991.

The building so offered cannot be used for any other purpose. If at any point of time it is detected that such condition has been violated; Bhagirathi Milk Union shall have the right to determine the lease and to take back possession of the building along with structures thereon, if any, on as is where is basis.

Extension/ alteration of the building may be done on the prior approval of the authority of the Milk Union.

The Successful Bidder has to execute the Deed of Lease with Bhagirathi Milk Union for that particular plot of land would only be used for the purpose as and in case of any violation, Milk Union would take action as per relevant rules.

The lessee is not entitled to assign his leasehold interest, whether in full or in part, without prior written approval of Bhagirathi Milk Union and on payment of such amount as may be decided by the Milk Union (Lessor) on merit and the assignee shall hold the same on the same terms and conditions as in the original lease and to such other terms and conditions as may be considered to be imposed by the Lessor while granting such approval. In case of such assignment of leasehold interest the assignee concerned shall have to obtain fresh lease after expiry of the unexpired period of the lease on payment of such consideration money and annual rent based on the prevailing market value as may then be fixed by the lessor in granting such lease.

All statutory clearances/licences/permissions shall be obtained by the allottee within the time frame as stated herein. All bids shall remain valid for 180 (one hundred eighty) days from the date of closing of e-Tender, excluding the date of closing. In case the 180th day falls on a holiday or remains closed for the Milk Union, such bids will be deemed to be automatically extended to be valid up to the next working day of the Milk Union.

It would be deemed that by participating in the bidding process through this e-Tender method, the bidder has made a complete and careful examination of the terms and conditions for the instant bid, received all relevant information required for submission of the bid either from Bhagirathi Milk Union or by its own diligence and understood that it would have no recourse to Bhagirathi Milk Union, post transfer of leasehold rights of the concerned property.

By bidding in this e-Tender, the bidders confirm that they have thoroughly satisfied themselves of the nature, conditions and quality of the assets and its physical condition and that they have no complaints about the same.

By bidding in this e-Tender, the bidders undertake to abide by these terms and conditions of e-Tender and further undertake that on being declared as Successful Bidder, they will make full payment towards lease premium and if they fail to do so they will have no objection to their EMD being fully forfeited by Bhagirathi Milk Union.

The Bhagirathi Milk Union reserves the right to cancel the e-Tender at any stage prior to the signing of the Lease Deed. Milk Union shall not be liable to pay any compensation to any bidder for any loss that they may incur due to such cancellation.

It is notified for information of the Bidders that the instant offer as well as selection of successful bidder is subject to the scrutiny and approval of the authority of the Milk Union.

MAJEURE

Bhagirathi Milk Union shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of normal working conditions, War, riots, epidemics, political upheavals, Governments actions, civil

commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of the Milk Union to extend the time of performance on the part of Bhagirathi Milk Union by such period as may be necessary to enable the Milk Union to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

DISPUTE RESOLUTION

Any dispute arising in the entire bidding process shall be resolved at the District Court, Berhampore, Murshidabad.

ABOUT THE HOSPITAL BUILDING

Area of Plot of Land	1266.526 sq-mt
Ground Floor Area Covered	307.30sq-mt.
First Floor Area Covered	300.93sq-mt
Total Floor Area Covered	608.23sq-mt
Open Space Area	959.226sq-mt
Height of Building	7500mm (PL=900MM+GF=3300mm+ FF=3300mm)
No. of Storied	II
No. of Beds	25
The hospital has adequate space for parking facility	

SALIENT FEATURES

1.	Plot No.	338
2	Mouza	SibdangaBadarpur
3	J.L. No.	79
4	Police Station	Berhampore
5	District	Murshidabad
6	Area	1266.526 SQM
7	Principal Use	Commercial to provide medical/ educational facilities
8	EMD	Rs.4,98,000/-
9	Starting Price	Rs.7,80,000/-
10	Bid Incremental Value	Rs.5,000/-
11	Lease Period	30 years

SCHEDULE OF DATES FOR E-TENDERING:

Sl. No.	Activity	Date & Time
1.	Publishing Date	: 21.02.2019 at 3.00 p.m
2.	Document Download start date	: 21.02.2019 at 4.00 p.m.
3.	Bid submission start date	: 21.02.2019 at 4.00 p.m
4.	Bid submission end date	: 02.03.2019 at 5.00 p.m.
5.	Technical Bid opening date	: 05.03.2019 at 11:30 a.m.
6.	Financial Bid opening date	: To be intimated after evaluation of Technical Proposal
7.	Forward Auction date	: To be intimated after evaluation of Financial Proposal

Sd/-
Managing Director
Bhagirathi Milk Union

Copy to:

1. Official Website (www.bhagirathimilk.com)
2. Notice Board
3. www.wbtenders.gov.in (E-Tender Portal Govt. of West Bengal)

Annexure - A

Letter of Bid and Intent

(Letter head of the Bidder including full Postal Address, Telephone No., Fax No. and Email ID)
(as applicable)

Date:

To
Managing Director,
The Bhagirathi Cooperative Milk Producers' Union Ltd.,
Feeder Dairy, Panchanantala
Berhampore, Murshidabad –742101

Subject: Auction for leasing out of building having (..... sq.ft.) in
Plot No: in
Mouza....., Dist. Murshidabad, for 30
Years for “Commercial Purpose”.

Ref.:Your notice for auction issued under No. dated
.....

Sir,

Being duly authorized to represent and act for and on behalf of _____ (herein the Bidder), and having studied and fully understood all the information provided in the Auction Document, I, _____, the undersigned hereby intends to participate in the bidding process for leasehold allotment of building being Plot Nos. _____ in Murshidabad according to the terms and conditions of the offer made by the Milk Union, as detailed in the bid document.

The Annual Accounts and/or IT Returns (as applicable for Organization or Individual) for the last three Financial years is mentioned here under:

Year	IT Return (in Rs.)

Bhagirathi Milk Union is hereby authorized to conduct any inquiry/ investigation to verify the statements, documents and information submitted in connection with the Bid and its authorized representative(s) may contact the following persons for such enquiry as may be required:

Name of the Person/s: Address: Phone No: Fax No. :

This participation in the e-bidding process is made with full understanding that:

- a. The Milk Union reserves the right to reject or accept any Bid, modify cancel the bidding process and/or reject all or any of the Bid.
- b. The Milk Union shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

I, the undersigned, do hereby declare that the statements made and the information provided herein are complete, true and correct in every aspect.

We have read the terms and conditions of the offer detailed in the e-Auction Notice and are willing to abide by them unconditionally.

The offer made by us is valid for 180 days from the Bid Submission Date. We understand that Bhagirathi Milk Union may require us to extend the validity of the bid for such period as may be determined by the Milk Union at its discretion.

In case our offer is accepted and if we fail to pay the amount in the manner specified by the Milk Union, the amount of Earnest Money and any further instalments paid by us under this offer shall stand absolutely forfeited by the Milk Union.

The decision of the Milk Union concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Milk Union to reject our Bid and/or to cancel the award of Lease, at any point of time.

Yours faithfully

For and on behalf of

(Name of Bidder)

Name of the Signatory
Enclosures: Copy of the following document

- 1) Identity & particulars of the Applicant as in the proforma attached herein (Annexure – A & Annexure – B).

- 2) Valid Registration Certificate / Trade License / Partnership Deed (not mandatory for the individuals).
- 3) Annual Accounts and/or IT Returns for last three financial years.
- 4) Power of Attorney in the Proforma as in this document (Annexure – C).
- 5) PAN Card of the Organization(s)/Individual

Organization/Individual details of the Bidder

**AUCTION FOR LEASING OUT OF 608.23 sq-mt. Of BUILDING AT MOUZA SIBDANGA
BADARPUR, J.L. No. 79, P.S. BERHAMPORE (NEAR PANCHANANTALA) FOR 30
YEARS FOR “COMMERCIAL PURPOSE”**

1. Particulars of the Bidder:

- a. Name:
- b. Country of Incorporation/Nationality (as applicable):
- c. Address and its branch office(s), if any, in India (as applicable):
- d. Date of incorporation and/or commencement of business with CIN No. (as

applicable): Details of Authorized Signatory of the Bidder:

a	Name	
b	Designation (as applicable)	
c	Address	
d	Telephone No. / Fax no:	
e	Email Address	

We further acknowledge and agree that:

i. In case my/our offer is accepted and if I/we fail to pay the amount in the manner specified by the Milk Union, the amount of Earnest Money and any further instalments paid by me/us under this offer shall stand absolutely forfeited by Milk Union.

ii. I/We have read and understood the terms and conditions of the e-Auction notice and documents and hereby unequivocally and unconditionally accept the same.

iii. The decision of the Milk Union concerning this transaction shall be final and binding on me/ us.

I/we hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Milk Union to reject my/our Bid and/or to cancel the award of sale.

Signature with date,
Full Name
Designation of the Bidder in the Company (not applicable for the individual)

Annexure - C

FORMAT FOR POWER OF ATTORNEY FOR PARTICIPATION IN THE AUCTION

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, that I/we (Name and address of residence or registered office, as applicable) do hereby constitute, appoint and authorize Mr./Ms. (Name and address of residence or registered office, as applicable) who is known to me/ presently employed with us and holding the position of as my/our attorney, to do in my/our name and on my/our behalf, all such acts, deeds and things necessary in connection with or incidental to the Bid which may be given through auction process for leasehold allotment of Bhagirathi Hospital Building (in Plot No: ----- in Berhampore, Dist. Murshidabad), including signing and submission of all documents and providing information / responses to the Milk Union, representing me/us in all matters before Milk Union, and generally dealing with Milk Union in all matters in connection with said e-Bid in reference to Milk Union's notice for auction issued under No.----- dated -----.

I/we hereby agree to ratify all acts, deeds and things lawfully done by my/our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by my/our aforesaid attorney shall always be deemed to have been done by me/us.

(Signature of the Executant)

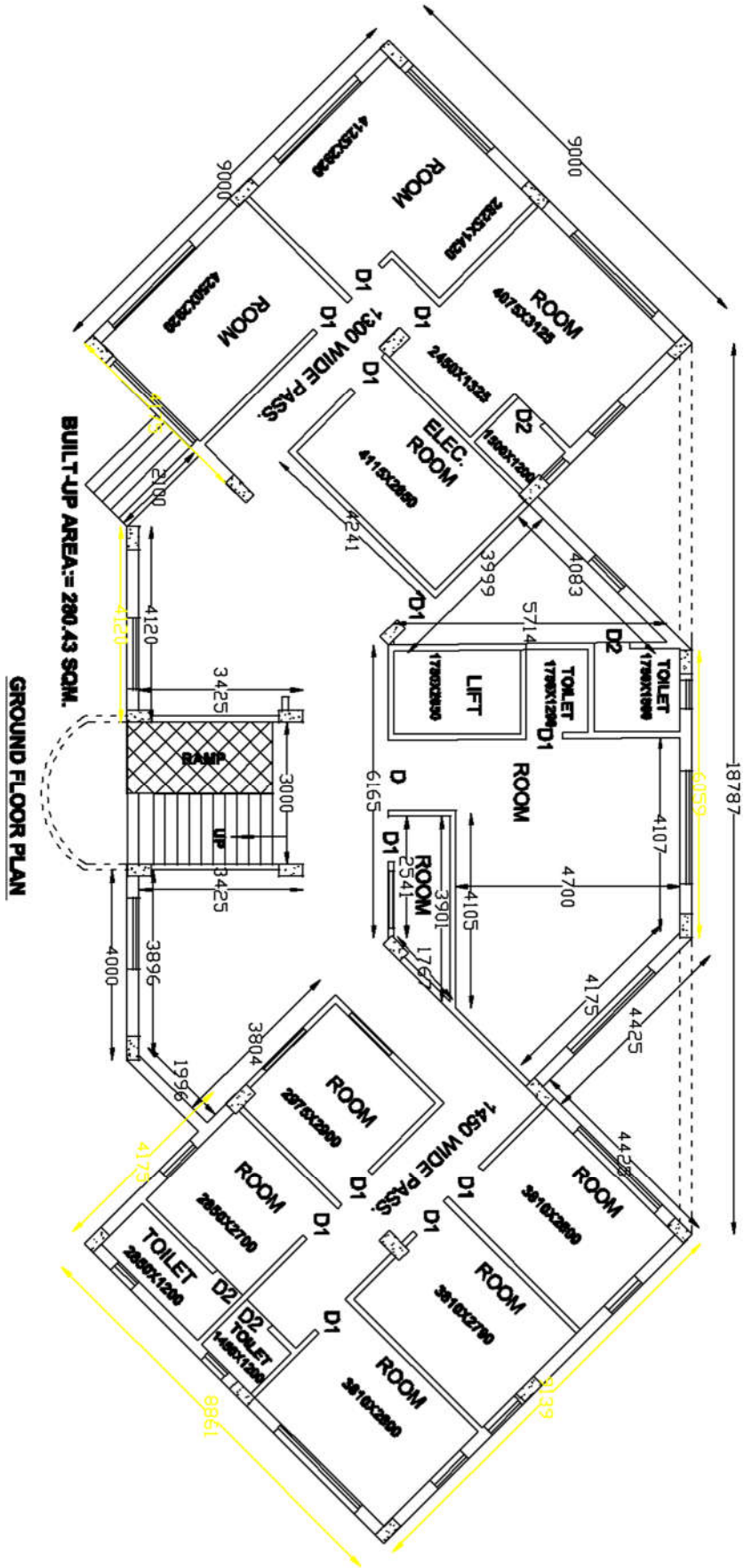
I Accept

.....

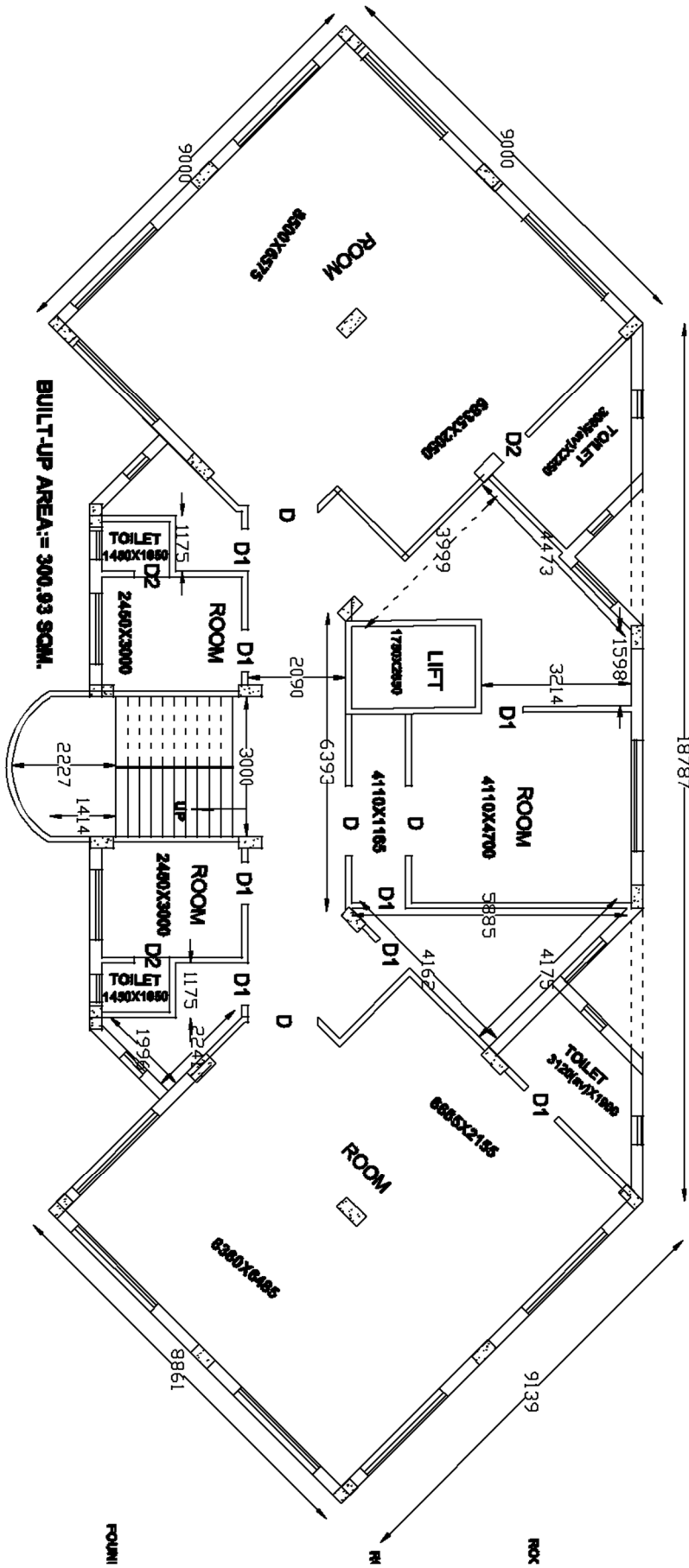
..... (Signature) (Name Title and Address of the Attorney)

- To be executed by the Sole Bidder.
- Mode of execution of this Power of Attorney shall be the standard one as per applicable laws on affixation of the Common Seal of the Company (as applicable).

Annexure - D



Annexure -E



DEED OF LEASE

THIS INDENTURE OF LEASE made this..... day of.....201..... BETWEEN THE **BHAGIRATHI COOPERATIVE MILK PRODUCERS' UNION LTD.** hereinafter called the 'LESSOR' (which expression unless excluded by or repugnant to the context be deemed to include his successor-in-office and assigns) of the ONE PART.

A)ANDbeing a citizen of India, son ofresiding at.....hereinafter called the 'LESSEE'(which terms unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

[Applicable in case of an Individual]

b) AND being a citizen of Indian son ofresiding at..... and being a citizen of India, son of.....residing at..... and carrying on business in partnership under name and style of..... at.....hereinafter called the 'LESSEE' (which terms unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and permitted assigns and/or the partners for the being of the said firm ofand their respective heir, executors, administrators successors and permitted assigns) of the OTHER PART.

[Applicable in case of partnership firm]

c)ANDa Company registered under the Companies Act, 1956 having its registered office at 'LESSEE' (which term unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OTHER PART.

[Applicable in case of Company]

d)AND.....at.....hereinafter called the 'LESSEE' (which term unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OTHER PART.

[Applicable in case of Municipality, Corporation, Development Authority etc]

WHEREAS the LESSEE has applied for permission to occupy for the purpose of.....the Building hereinafter mentioned and described in **Part-I** of the Schedule hereunder written and WHEREAS such application has received the approval of the State Government in Land and Land Reforms Department.

NOW THIS INDENTURE WITNESSETH that in consideration of the payment to the LESSOR by the LESSEE of the sum of Rs..... (Rupees.....) as salami on or before the execution of these presents and of the rent hereby reserved and fully mentioned in **Part-II** of the Schedule hereunder written and of the covenants and conditions contained in **Part-II** of the Schedule hereunder written on the part of the LESSEE all that piece and parcel of land more particularly delineated in the plan hereunto annexed and described in **Part-I** of the Schedule hereunder written To HOLD the same unto the LESSEE for the period of 30 (thirty)years from the date of delivery of possession yielding and paying therefore the rents at the time and in the manner specified in **Part-II** of the said Schedule hereunder written.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the day, month and years first above written.

Signed, Sealed and delivered by:-
.....

(Name and Designation)
For and on behalf of the Governor of the State of West Bengal in the presence of:

Signature (with Seal if any)

1.
(Signature & Address of witness)

2.
(Signature & Address of witness)

Signed, Sealed and Delivered by:-
.....

Signature (with Seal if any)

(Name and Designation)
For and on behalf of the lessee in the presence of:

1. Signature & Address of witness)

Part-I
Particulars of the Plot of Land

1. Plot No : 338
2. Total Area of the plot : 1266.526 sq-mt.
3. Share & Area of the plot leased out : 1266.526 sq-mt.
4. Name of the Mouza : SibdangaBadarpur
5. J.L No. : 79
6. Name of Thana : Berhampore
7. Sub-Registration District : Murshidabad
8. District : Murshidabad
9. Butted and bounded by,
 - In the North : Jalnaldi Road
 - In the East : Petrol Pump
 - In the South : High Drain
 - In the West : Shop

Part-II

1. The LESSEE shall carry out the terms embodied in this lease and will continue to be bound thereby.
2. The LESSEE shall pay annual rent of Rs..... (Rupees) of the leasehold Building in the District Land and Land Reforms Office of within first 60 days of the year for which such rent is payable. In case of delay or default on the part of the LESSEE in payment of lease rent and other charges payable under these presents, the LESSEE shall be liable to pay without prejudice to the other rights of the LESSOR, interest @ 6 ¼% per annum on the amount of the rent in arrear till the day of payment.
3. All money payable by the LESSEE to the LESSOR under this deed shall, apart from other remedies, be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.
4. The LESSEE shall utilize the building for the purpose for which it is leased within 3(three) years from the date of issue of order sanctioning such lease failing which the LESSOR reserves the right to resume the plot of land after giving the LESSEE an opportunity of being heard.
5. The LESSEE shall be liable to pay such rent from time to time that may at any time hereafter assessed, charged or imposed on the demised land in accordance with the direction of the State Government.
6. a)The LESSEE shall, for the purpose of future conversion, apply to the District Land and Land Reforms Officer for change of land use as required under section 4C of the West Bengal Land Reforms Act, 1955 on payment of conversion fee thereof.
b)Should the LESSEE duly and faithfully observed and fulfill the terms, conditions and covenants of the part of the LESSEE herein contained, the LESSEE shall on the expiration of the aforesaid period of ninety-nine years/thirty year be entitled to have a-renewal of this lease for a further period of ninety-nine years / thirty years upon the same terms and conditions and to such other terms and conditions as the State Government may from time to time consider it necessary to impose and include in such renewal lease or leases.

7. a) The LESSEE shall not transfer or assign his leasehold interest on the demise building, whether in full or in part, without formal permission of the District Land and Land Reforms Officer who shall obtain prior approval of the State Government in granting such permission.

Provided that no such permission shall be necessary for transfer or assignment leasehold interest to the successor by inheritance.

Provided that where transfer or assignment of leasehold interest of demised building whether in full or part, is for the implementation of any project or work of similar nature within the ambit of the foregoing covenants, terms or conditions of lease on demised land without obtaining such formal permission and has been effected such transfer or assigners of leasehold interest by the LESSEE and where on determination or termination of leasehold interest of the LESSEE by the LESSOR on the demised land for such transfer or assignment, the benefit of people in general in the implementation of such project or work of similar nature may be lost, such lease with transfer or assignment of leasehold interest of demised building other than any commercial activity with an aim to profiteering or for any personal homestead purpose, may, with due notice to the ASSIGNEE, be considered for regularization on payment of assignment charges to the State Government @10% of the current market price of the demised land unless and until the State Government considers at the appropriate level waive of such penalty on special consideration and in greater public interest.

Provided further that such transfers of assignment or leasehold interest of demised building, whether in full or part, which have been effected by the respective LESSEE shall covered the unexpired period of the original lease and terminable by efflux of time i.e. on the expiry original period of lease.

b)The transferee or assignee of successor by inheritance of the leasehold interest o, the demised land shall duly get their names registered in the District Land and Land Reforms Officer within three calendar months after obtaining possession of the building and will possess and use the building and be bound by all terms, conditions and covenants herein contained.

c) The transferee or assignee, other than successor by inheritance, shall be required to enter into fresh lease after expiry of the unexpired period of this lease on such terms and conditions and on payment of such salami and annual rent, as the State Government may then fix in granting such fresh lease.

8. The LESSEE shall not in any way diminish the value or injure or make any permanent alterations in the said demised land without the previous written consent of the District Land and Land Reforms Officer and shall not sell or dispose of any earth, clay, gravel, sand or stone from the demised land as stated in Clause 17 of these presents nor excavate the same except so far as may be necessary for the execution of the works for which the land has been leased out. In the event of making any ditch or excavation, which causes injury to the property without the consent of the District Land and Land Reforms Officer, the District Land and Land Reforms Officer shall cause a notice to be served upon the LESSEE asking him to fill the ditch or excavation. Within one month from the date of receipt of such notice the LESSEE shall comply with the instruction and report compliance to the District Land and Land Reforms Officer.

9. The LESSEE shall keep the building free from jungle and all sorts of nuisance. On his failure to do so, the District Land and Land Reforms Officer shall cause a notice to be served upon the LESSEE asking him to remove the same. Within one month from the date of receipt of the notice the LESSEE shall comply with the instruction and report compliance to the District Land and Land Reforms Officer.

10. The LESSEE shall pay and discharge all existing and future rates, taxes and assessment, duties, imposition, outgoings and burdens whatever assessed, charge or imposed upon the demised premises or upon the LESSEE or occupier thereof.

11. The LESSEE shall preserve intact the boundaries of the holding and keep them well demarcated according to the requisition of the District Land and Land Reforms Officer. For the purpose of identification of boundary, boundary marks should be fixed as per specification to be prescribed by the District Land and Land Reforms Officer. It will be the duty of the LESSEE to maintain all the boundary marks in good condition, should any boundary mark be missing the LESSEE shall report the fact to the District Land and Land Reforms Officer. On receipt of the report the District Land and Land Reforms Officer shall arrange relocation of the position of missing marks; marks shall be restored by the LESSEE immediately after relocation of the position at his own expenses.

12. The LESSEE shall not be entitled to convert the demised building or any part thereof into a place of religious worship without the previous consent of the LESSOR obtained in writing or use or allow the demised premises or any part thereof to be used as a place for cremation or burial.

13. The LESSEE shall not use or permit any other persons to use the demised building or any part thereof for a purpose other than that for which it is leased or in a manner which renders it unfit for use for the purpose of the lease

14. The LESSEE shall not sublet Part or whole of the demised land in any manner whatsoever.

15. The LESSEE shall not use nor permit any other person to use the demised building or any share or portion thereof for any immoral, illegal or unsocial purpose in any manner so as to become a source of grave danger to the public peace or public safety.

16. If the demised land or any part thereof shall, at any time, be required by Government for a public purpose the LESSEE shall give up the same on demand without any claim to compensation in respect of the said demised land. If the land is required permanently the lease shall forthwith be determined and the LESSEE shall be entitled to such fair and reasonable compensation for building and improvements effected by him as shall be decided by the District Land and Land Reforms Officer. If a part of the building is required, whether permanently or temporarily or if the whole land is required temporarily the lease shall not be determined, but in the former case the LESSEE shall be entitled to proportionate reduction of rent and in the latter case to a total remission of rent, and to such compensation in either case, as shall be decided by the District Land and Land Reforms Officer which shall be final.

17. The LESSOR reserves to himself the right to all minerals on the lands together with such rights of way and other reasonable facilities as may be requisite for working, gathering and carrying away such minerals.

18. The LESSEE shall have to obtain necessary clearance from the appropriate authority such as West Bengal Pollution Control Board, Development Authority, Municipal Corporation, Municipality, (Gram Panchayat etc, as may be required before execution of the work on the demised land for which it is leased and for failure to do so the lease shall forthwith be determined.

19. The LESSEE shall permit the LESSOR and his agents on 24 hours' notice at all reasonable time during the erection of the buildings and subsequent thereto to enter upon the demised premises to view the condition of the buildings for the time being erected or in course of erection thereon and for all other reasonable purposes.

20. All fossils, coins, articles of ancient value or antiques and/or remains of geological and/ or archaeological value or interest if found and f or retrieved from any part of the demisedland the same shall be the absolute property of the LESSOR and the LESSEE shall ensureprotection of the same until removal and/ or retrieval by the LESSOR forthwith fromdetection.

21. On breach or non-observance of any of the foregoing covenants, terms or conditions rendering the demised land unfit for use for the purpose for which it is leased, the lease shall be determined/terminated by the LESSOR on giving the LESSEE an opportunity of being heard and the LESSEE shall forthwith make over quiet and peaceful possession of the Lands andhereditaments to theDistrict Land and Land Reforms Officer on behalf of the LESSOR.

22. Where the transfer of assignment of leasehold interest of demised land, whether infull or part effected by the LESSEE without obtaining such formal permission of the LESSOR,for the implementation of any project or work for different purpose, not within the ambit ofthe foregoing covenants, terms or conditions of lease, but solely with the purpose of profiteering, shall be termed as "Major Violation" and such lease shall bedetermined/terminated by the LESSEE shall forthwith make over quit and peaceful possessionof the lands and hereditaments to the District Land and Land Reforms Officer on behalf of the LESSOR".

AND THIS INDENTURE FURTHER WITNESSETH

i) THAT notwithstanding anything contained in this lease deed and subject to prior permission in writing of the LESSOR, the LESSEE may create a charge on the leasehold interest in the demised land in favour of Financial Institutions/Recognised Mutual Funds/Banks/Trustees for securing financial assistance which may be advanced to the LESSEE by the said of Financial Institutions/Recognised Mutual Funds/Banks/Trustees.

ii) That the LESSOR will not during the subsistence of the mortgage in favour of Financial Institutions/Recognised Mutual Funds/Banks/Trustees, forfeit or terminate the lease or exercise the power of entry thereunder without giving 90 (ninety) days notice in writing. In case of any breach or default committed by the LESSEE of the terms, conditions andcovenants of this LEASE, communications of the said breach or default will be made to the LESSEE and copies of the same shall be endorsed to all FinancialInstitutions/Recognised Mutual Funds/Banks/ Trustees and reasonable

opportunity may be given to the LESSEE or Financial Institutions/Recognised Mutual Funds/Banks/-Trustees to rectify and remedy such breach or default. In the event of the Financial Institutions/ Recognised Mutual Funds/Banks/Trustees enforcing their right as the Mortgagee the LESSOR will recognize the transferee or assignee subject to the same terms and conditions contained in this Indenture of Lease and if only the transferee or assignee shall agree to pay enhanced land premium/salami and annual rental dues against original LESSEE and other charges if due, at the prevailing time and finalise and executer amendment to this INDENTURE OF LEASE to that extent.

ii.) That the LESSOR, unless there is anything repugnant to its interest in the land, will not terminate the lease upon winding up/bankruptcy/ insolvency of the LESSEE company without reference to the Financial Institutions/Recognised Mutual Funds/Banks/Trustees so long as the Mortgage in favour of the Financial Institutions/Recognised Mutual Funds/Banks/Trustees are subsisting.

iv) That Financial Institutions/Recognised Mutual Funds/Banks/Trustees will be entitled to receive and appropriate the realization for the payment of their respective mortgage debts inclusive of principal, interest, incidental costs, expenses and all other moneys payable under the respective Mortgage securities in full and to appoint Receiver/Manager to take any other steps as provided in law subject to the rights and claims of the LESSOR and subject to the conditions that Financial Institutions/Recognised Mutual Funds/Banks/Trustees shall obtain prior permission in writing of LESSOR in the event of initiation of such proceeding.