



## THE BHAGIRATHI COOPERATIVE MILK PRODUCERS' UNION LTD.

Feeder Dairy, Panchanantala, Berhampore, Murshidabad

BU/HRM/SCRAP SALES/ 0547

June 9, 2020

### **NOTICE INVITING AUCTION FOR LEASING OUT POND**

The Bhagirathi Cooperative Milk Producers' Union Ltd. invites sealed tenders in two bid system from individual or firms towards lease out of pond situated at Feeder Dairy, Panchanantala, Berhampore, Murshidabad for a period of 2 (two) years.

#### **ABOUT THE POND**

<b>Length of Operational Area</b>	<b>140 ft.</b>
<b>Width of Operational Area</b>	<b>113 ft.</b>
<b>Slope</b>	<b>18 ft. (approx)</b>
<b>Total operational Area Covered</b>	<b>15820 sq-ft.</b>
<b>Purpose</b>	<b>Fish firming</b>

#### **METHOD OF SELECTION:**

Highest financial bidder/proposer fulfilling of the criteria shall be considered for award of contract on lease hold basis for a period of 2 years. There should be at least three eligible bidders who have eligibility of all the criteria, to open the bids. The allotment will be made to the bidder bidding the highest bid in such auction process.

#### **SCHEDULE OF DATES:**

##### **IMPORTANT DATE AND TIME SCHEDULE**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of Inviting Auction	09.06.2020
2	Auction Submission Start Date	09.06.2020, 02.00 PM
3	Auction Submission End Date	24.06.2020, 02:00 PM
4	Opening Date of Auction	24.06.2020, 03:00 PM

**The details of work are given below:**

<b>Nature of Work</b>	Auction
<b>Scope of Work</b>	Auction to lease out of a pond situated at Feeder Dairy, Panchanantala, Berhampore, Murshidabad for a period of two years in lieu of yearly rental basis.
<b>Area of Operation</b>	The specified area only within the Feeder Dairy Campus
<b>Estimated Rental value</b>	Rs. 12391/- per year
<b>Contract Period</b>	2 (Five) years
<b>Bid Inviting Authority</b>	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited
<b>Security Deposit</b>	Rs. 20,000/- (Refundable without any interest)
<b>Eligibility Criteria</b>	<b>Credentials:</b> Preference will be given to bidders having past experience in connection with the work
<b>Statutory &amp; Non Statutory Documents</b>	a) Photocopy of: (1) PAN (2) Identity proof (Ration card/Aadhar card/Election Commission's ID card/Driving License/Passport) (3) Trade License b) To prove his/her past experience, photo copies of the experience /Work Orders may be submitted
<b>Bid Document</b>	The bid document is available in the official Website of The Bhagirathi Milk Union <a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a>
<b>Financial Bid</b>	The financial bid documents of the technically qualified bidders will only be opened.  <b>Rate shall be quoted in the Financial bid</b>  The rate quoted by the tenderer shall be inclusive of all taxes and levies.
<b>Award of Contract</b>	The highest auctioneer selected after evaluation of financial bid by the tender committee will be given Award of Contract, subject to fulfilment of Terms and Conditions provided in the tender.
<b>Validity of Bid</b>	2 years after opening of Tender
<b>Important Instructions</b>	Technical bid shall be submitted in a separate sealed cover. Similarly, Financial bid also will be submitted in a separate sealed cover. Both the covers of Technical and financial bid shall be kept in a larger sealed cover, quoting auction reference No. along with date.  This sealed cover will be reached to the office of the Bhagirathi Cooperative Milk Producers Union Limited at Berhampur, Murshidabad within stipulated time and date.  Address: <b>The Managing Director, Bhagirathi Co-op. Milk Producers' Union Ltd. Feeder Dairy: P.O-Baharampur: PIN - 742101: Dist.-Murshidabad</b>  Taxes (if any) will be governed as per Govt. norms

### **Payment Terms & Conditions**

The highest auctioneer will have to pay the bid value in the following manner, failing which contract will be terminated automatically and subsequently the security amount will be forfeited:

SL	Year	Amount to be deposited by the contractor	Payable within
1	2020	50% of total bid value	July, 2020
2	2021	50% of total bid value	July, 2021

### **Other Terms & Conditions for Tender Auction**

1. Any conditional Tender will not be entertained and will be rejected.
2. The tenderer or his/her authorized person may inspect the site and its surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract.
3. If the tendered rates are found unjustified, it may not be accepted.
4. The tenderer/bidder should mark his signature in the bidding paper, without which the bid is liable to be rejected.
5. The sealed tender should reach this office by speed post/Courier service or by Hand before the last date and time of submission as scheduled above. The Bhagirathi Milk Union will not be responsible for any postal delay. Tenders received beyond the last date and time will be summarily rejected.
6. Bidders/tenderers are at liberty to be present or authorize a representative to be present at the time of opening of tenders.
7. The Bhagirathi Milk Union reserves the right to accept or reject any of bids without assigning any reason thereof.
8. After qualifying the technical bid evaluation, the auctioneer proposing highest amount of bid as per financial bid evaluation, will be selected for award of contract.
9. An amount of Rs.20000/- will be deposited as Security amount either in cash or through bank draft in favour The Bhagirathi Cooperative Milk Producers' Union Ltd. payable at UBI, Bhagirathi Branch within 3 days from the date of award.
10. Any Tax if applicable shall have to be paid by the successful bidder.
11. The contractor shall be responsible for developing the pond with all applicable safety and statutory precautions. He/She may use the pond for carrying out the Fish farming activities and shall keep the said pond in proper condition with all the maintenance at his/her own cost.
12. Firewood should not be used for cooking etc. in the campus. If any worker is found doing so, the contractor will have to pay the penalty fixed by the Milk Union.

13. The Contractor will be required to intimate the name of the person with the full address and photocopy of identity for entering into the campus. Milk Union will not bear any cost on account of wages or others to the workers to be deployed by the contractor.
14. The contractor or his staff shall not indulge in any act which may hamper the peace or serenity of the campus, likely to be detrimental to the interests of the Milk Union.
15. The contractor shall have to assure that the pond will be used for fish farming only without any other activities.
16. After execution of agreement, the contractor hereby grants to use the said pond as an "as is where is and whatever there is" condition basis. The contractor may carry out the works for development of these ponds and make the same fit for fish farming at his/her own cost.
17. The contractor shall be exclusively responsible for the safekeeping and risks of the products and shall take out adequate safety/security measures for the same. The Milk Union shall not in any manner be responsible for any loss, theft, pilferage or damage to any product of the contractor under any circumstances whatsoever nor shall the Milk Union be responsible for any injury or death caused due to pond to any person of the contractor or under the contractor under any circumstances. The contractor hereby indemnifies and shall continue to indemnify the Milk Union from all claims, suits, costs, expenses, liabilities, losses or damages that may arise during the period of the agreement and up to the date and time of returning back the vacant and peaceful possession of the said pond back to the Milk Union.
18. The Milk Union shall also have the right to check the pond at any time in question to ensure that the terms of this agreement are complied with or to comply with any law or protect the interest of the Milk Union in any manner. Further, it is expressly understood by the contractor that the constructive possession shall always rest with the Milk Union.
19. At any time during the period of this agreement, the Milk Union shall have the option to terminate this agreement by giving one month's prior notice without assigning any reasons and the contractor shall stand terminated accordingly.
20. The contractor shall not assign, transfer, sublet or part with the possession of the said pond or any portion thereof to any other person without the prior written consent of the Milk Union.
21. The contractor shall not at any time put any claim of ownership, lease, sublease, tenancy or sub tenancy or any other right or title in the said pond and this agreement shall not be constructed to create any such right whatsoever in favour of the contractor.
22. The contractor shall handover vacant and peaceful possession of the said pond in same condition subject to normal wear and tear to the Milk Union after expiry of this agreement or expiry of its renewal period or earlier termination whichever is earlier as the case may be without any hindrance, demur or encumbrance.

23. The contractor shall comply with the provisions of all the applicable labour laws, particularly Acts and any amendment/modifications thereto or any other law relating thereto and Rules made there under from time to time and comply with all provisions applicable therein and / or make all the payments specified therein. The Act includes and amendments and rules framed therein from time to time.
24. The contractor shall not carry out any structural alterations or additions or changes in the said pond without the prior consent of the Milk Union.
25. In case of any dispute of difference between the parties the Milk Union shall amicably try to resolve the same; If the matter fails to be resolved the same shall be referred to a Sole Arbitrator to be appointed by the Milk Union.
26. The successful tenderer/bidder should execute an agreement on non-judicial stamp paper of Rs.100/- within one week from the date of acceptance.

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

Copy forwarded to:

1. Office Notice Board
2. Official Website ([www.bhagirathimilk.com](http://www.bhagirathimilk.com) )

### **FINANCIAL BID**

I ..... abide by all the terms and conditions of this tender for auction vide memo No. BU/HRM/SCRAP SALES/0547 dated 9<sup>th</sup> June, 2020 and submit financial offer below:

<b>SL. No.</b>	<b>Particulars</b>	<b>Offered price</b>
1	Leasing of pond (Length = 140 ft. & Width = 113 ft.) of 15820 sq-ft. situated at the campus of the Feeder Dairy, Panchanantal, Berhampore, Murshidabad for a period of 2 (two) years on rental basis.	

Thanking you,

Signature of the bidder  
[Name in Capital Letter]