



**The Bhagirathi Coop. Milk Producers' Union Limited**  
Feeder Dairy: P.O-Berhampore: PIN-742165, Dist.-Murshidabad

**Expression of interest**

The Bhagirathi Co-operative Milk Producers' Union Limited, Murshidabad invites Expression of Interest (EOI) for empanelment of Dairy Plants (existing/proposed) located in North Bengal/ South Bengal for Packaging of Milk for its marketing in different localities. The Expression of interest document may be downloaded from our website [www.bhagirathimilk.com](http://www.bhagirathimilk.com).

Sealed proposals of EOI along with profile of the (existing/proposed) Dairy may be submitted at the above addressed office before 15th July 2019 15.00 PM through Speed post/Registered post/courier Service. Proposals will be opened on 17th July 2019 at 16.00 PM at the chamber of the Managing Director Bhagirathi, Berhampore, Murshidabad.



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BU:DAIRY:PS: 1277

Date: 27.06.2019

## **EOI DOCUMENT**

### **HIRING OF PACKAGING STATION**

#### **TIMELINE OF EOI**

EOI Publication Date and Time	27.06.2019 at 1100 hrs
EOI Submission Start Date and Time	27.06.2019 at 1105 hrs
Pre Bid Meeting Date and Time	01.07.2019 at 1100 hrs
Last Date and Time of EOI Submission	15.07.2019 at 1500 hrs
EOI opening Date and Time (in presence of willing bidders)	17.07.2019 at 1600 hrs

### **STATUTORY DOCUMENTS TO BE FURNISHED**

1. PAN CARD
2. VOTER CARD/AADHAR CARD/DRIVING LICENSE
3. BANK SOLVANCY CERTIFICATE OF 5 CRORE
4. OFFER/PROPOSAL for EMPANELMENT in EOI



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**TERMS & CONDITIONS FOR HIRING OF PACKAGING STATION**

1. The Packaging Station should be ready for operation within 5 months of submission of this EOI. The proposed plant is to be started latest by December 2019.
2. The Packaging Station must have all the arrangements (including plant/equipment/machinery/manpower for processing & standardization, custom packing of at least 3 varieties of liquid milk in poly packs of half litre and/or one litre or any other pack at your works. BHAGIRATHI agrees to get these types of milk packed from you for the purpose of sale/delivery of the same to our authorized units / parties / persons nominated or sale outlet through our Distributors etc.
3. The Capacity for processing and packaging of liquid milk should not be less than 20,000 litres per day (lpd) and there should be provision/space for further expansion up to 50,000 lpd in future.
4. The packed milk should be stored in the cold store maintained at 5°C or less to assure that the temperature of milk pouch is less than 6°C during despatch.
5. The milk for packing shall be sent to packaging station for which proper accounts shall be maintained by packaging station. While accounting for recovery of FAT & SNF, BHAGIRATHI would allow packaging station actual processing loss of FAT/SNF while handling milk subject to maximum limit of 1% each for total FAT and SNF, dispatched in the market on monthly basis along with bill towards processing/handling which can result for successful packing and delivery of milk to the entire satisfaction of BHAGIRATHI. Any other loss beyond the limit during reception/handling, storage and processing/packaging of milk over and above the prescribed limit would be your personal responsibility and on account of packaging station.
6. Packaging station shall maintain FSSAI regulations and its provisions related their under, for ensuring good manufacturing practice, plant hygiene and house-keeping, as applicable.
7. It shall be mandatory on the part of packer to allow BHAGIRATHI to print the words manufactured, processed and packed by M/S \_\_\_\_\_ & FSSAI No. allotted to packaging station. Also, it



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shall be mandatory on part of packaging station to print “use by date”, “Maximum Retail Price” and batch/code no. marked on each pouch for its traceability. In case, there are complaints of underweight pouch, bad quality processed and packed milk or presence of adulterants & preservatives, foreign particle in milk processed and packed by packaging station, the entire quantity of milk supplied to market will be rejected and the loss shall be borne by packaging station. The decision of The Managing Director, BHAGIRATHI shall be final & binding for imposing any penalty thereof.

8. Packaging station has to custom pack and deliver the agreed quantity and varieties of milk to its representatives from time to time and shall be responsible and liable to strictly comply with the provisions / requirements of the Prevention of Food Adulteration Act, 1954 / FSSAI and the rules framed there under as applicable from time to time being processors and packers of Bhagirathi Milk.
9. The varieties of milk shall inter alia always contain 0.05% FAT and 0.05% SNF over and above the minimum statutory requirement of Fat and SNF as laid down under the provisions of the said Act and Rules. The minimum MBRT (Methylene Blue Reduction Test) time for packed milk delivered should be 6.00 hours. SPC (Standard Plate Count) should be less than 30,000 per ml, coliform should be nil, Phosphatase Test should be negative and temperature of packed milk delivered is not more than 5°C in pouches.
10. Packaging Station shall be responsible and liable to ensure that the requirements relating to packaging net quantity of milk contained in one litre, half litre and other size of poly pack shall be strictly in accordance with the provisions/requirements of the Standard Weight & Measures Act, 197 and the Rules framed there under time to time or any other Act & Rules as applicable from time to time. The packaging station will be solely responsible for any legal complications arising due to complaints of underweight pouch from the market.
11. The Packaging should have standard CIP system, effluent disposal system to ensure compliance of Pollution Control Norms and hygienic environment as per norms complying FSSAI Standards.
12. Packaging Station will engage/depute only qualified and trained technical staff for processing and packaging of Milk so as to ensure the



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proper quality/quantity norms etc., as per PFA/FSSAI and Weight & Measures Act and also nominate one of his person as nominee under the provisions of PFA/FSSAI.

13. Packaging Station will also ensure that office space and laboratory facilities for testing of milk are adequate to the satisfaction of our technical person(s). Laboratory equipment and testing material would be provided by packaging station free of cost. The testing methods & equipment will be adopted as per the BIS standards for testing of milk, etc.
14. Adequate arrangement and space should be there for loading and unloading of Road Milk Tankers of 20000 Lt Capacity and for Despatch vehicles at the Packaging Station.
15. The requirement of milk in poly packs by the BHAGIRATHI shall be intimated to packaging station in advance by the Sales office or any other office/person nominated by BHAGIRATHI from time to time. Packaging station shall guarantee to pack indented quantity. The schedule of delivery timing will be communicated to packaging station from time to time as per market requirements of morning as well as evening supply, which shall be adhered to strictly. In case the packer fails to fill the required quantity in time the BHAGIRATHI may impose the suitable penalty.
16. Packaging station shall give us an irrevocable Bank guarantee of Rs.10 lacs (Rupees Ten Lacs only) from Nationalized Bank in India valid for 24 months to begin with as security towards the cost of the milk and for performance. This is required to cover BHAGIRATHI any loss or damage to the milk/items, while in custody of packaging station.
17. Packaging station will not under the circumstances whatsoever, sell/market milk in poly packs with the logo of BHAGIRATHI design similar to BHAGIRATHI either directly or indirectly to any other organization or any person. The Packaging Station will not pack its own milk or for any other party under any other brand during the currency of this agreement without prior written permission of BHAGIRATHI.
18. The packing station will pack the milk in poly film provided by BHAGIRATHI. Packer will be responsible to deliver only good pouches to distributor/transporter without any kind of leakage/defect. In case, the



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leakage observed/found to be on higher side, suitable penalty will be imposed on the packing station.

19. In case packaging station fail to delivery milk poly packs to the distributor/representative/nominee of BHAGIRATHI in time resulting in refusal by the retailers/distributors of the booths and/or sale outlets in accepting the specified quantity of milk in poly packs or in case the said retailers accept less quantity of milk in poly packs than the specified quantity, the milk so returned by the retailers shall be delivered back to the packaging station and Union shall not make any payment whatsoever in respect of the quantity of milk so returned to packaging station. Loss of film/milk shall be borne by packaging station.
20. Packaging station shall comply with all the legal and other requirements as per Factories Act, FSSAI, Water & Air Pollution Act and any other statutory requirement at own cost in connection with running the plant for processing and custom packing of milk into poly packs and supplies of milk in poly packs or matters connected therewith or incidental thereto.
21. It shall be liability and responsibility of packaging station to comply with the statutory and administrative requirements in relation to or concerning the employment of staff in connection with processing and packing of milk in poly packs. All such employees so deployed by packaging station shall not be the employees of the BHAGIRATHI either directly or indirectly. There is no primitives of contract between the said staff and the BHAGIRATHI and they shall not be entitled to any claim or recover any benefit whether monetary or otherwise whatsoever or any account from BHAGIRATHI nor BHAGIRATHI shall be liable to make payment in respect of such claims. For all intents and purposes, packaging station shall be the principle supplier and employer of the employees working over there.
22. Packing Station will maintain proper records as specified and prescribed by the BHAGIRATHI from time to time and will make them available as and when required by the officials for inspection or retention for any duration.
23. Packaging Station will keep all its machinery and fixtures in proper working conditions at all times so that the regular and uninterrupted supply of milk in poly packs is maintained.



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24. Due to the reason beyond the control of packaging station i.e. riots, natural calamities, fire strike, lock out, lay off, non-availability/inadequate availability of milk, etc., if no supply of milk in poly packs is made to the distributors/ transporters/ representative/ nominee of the BHAGIRATHI on any day or number of days, information to this effect immediately be conveyed to the BHAGIRATHI in writing justified the reasons.
25. If packaging station commit breach of any of the terms and conditions of this agreement or any way act against the interest of the BHAGIRATHI or act in any manner which may adversely affect business or reputation directly and indirectly or commit any action which is incompatible to above terms, BHAGIRATHI may terminate the filling/hiring agreement forthwith without any notice and without any compensation, damages, etc. without prejudice to above the BHAGIRATHI shall have the right to recover from the packaging station the extent of losses incurred.
26. Packaging Station would provide storage room for safe and hygienic storage of milk packing film, crates, milk powder and other ingredients and packing materials which are require for processing, standardization and packaging of milk and milk products.
27. In case BHAGIRATHI wants to start the manufacturing of indigenous products like Dahi, Peda, Paneer etc., the packaging station will render all help, facilities, equipment for which unit manufacturing cost of each product will be decided mutually.
28. Packing Station will carry out quantity accounting of milk received from BHAGIRATHI & thereafter supplied (FAT &SNF) to distributor monthly basis. Any excess or less will be adjusted from/against monthly packaging bill.
29. If there is any statutory tax deduction at source or otherwise on charges/amount payable to packaging station that will be deducted as per statutory rates, applicable from time to time.
30. The milk in pouches shall be supplied by packaging station to the Distributors/ representatives/nominees in crates after sorting out the leaky and defective pouches at the time of dispatch daily.
31. This custom packaging arrangement shall be initially be applicable for the period of two year from the date of signing of the agreement, which





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can be further extended for a period of one year as mutually agreed upon, after the expiry of two year, on the settled terms and conditions, a formal meeting would be held with the party by the committee members of BHAGIRATHI for negotiating the rates and other terms and conditions for the next agreement. However, both the parties shall be at liberty to terminate the custom packing arrangement by giving 45-day notice in advance by either side.

32. The payment in respect of the quantity of milk in poly packs supplied to the Distributors/ Transporters/ Representatives/ Nominee of the BHAGIRATHI shall be made to the packaging station by the BHAGIRATHI as per the quantity of milk in poly packs supplied to the Distributors/ Transporters/ Representatives/ Nominee of the BHAGIRATHI from 1st to the last day of the month within 07 working days of receipt of the bill.
33. In case of any dispute or difference shall at any time arise between the two parties (i.e. BHAGIRATHI& Packaging Station) in respect of or concerning anything herein contained or arising out of above arrangements or as to the rights liabilities or duties of the said parties hereunder or as to the recovery of any amount, the same shall be referred to the sole arbitration of the Managing Director, BHAGIRATHI, Murshidabad. The decision of the Arbitrator shall be final and binding upon both the parties. Jurisdiction for this agreement would vest with the Courts situated at Murshidabad only.
34. Bhagirathi reserves the right to accept/reject any or all offers submitted or cancel the entire process at any point of time without assigning any reason thereof.

Sd/-

Managing Director  
The Bhagirathi Cooperative Milk  
Producers' Union Limited





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**PROPOSER ASSESSMENT FORMAT**

1. Name of the Company:

2. Address:

3. Telephone No.

4. Fax:

5. E-mail

6. Name of the proposer/  
Partnership/Private/Public Ltd.

6A. Nature of Propose: Individual/Company/  
Proprietary/Partnership/Public Ltd  
[Tick whichever is applicable]

7. Person(s) to be contacted for clarification if any:

8. Type of Industry:  
Small scale/medium scale/large scale  
(Copy of registration certificate/approval  
Certificate from competent authority)

9. GSTIN:

10. List of Machinery with capacity:  
(Enclose separate sheet)

11. Location of the proposed plant

12. Experience in Food product manufacturing (if any) Details to be submitted in separate sheet:

13. Last 3 years IT Return

14. Last 3 years Audited Balance Sheet

15. Bank Solvency of 5 Crores

16. Any other information:

Certified that the information given above is correct to the best of my knowledge and belief.

Seal

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_