



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

BU/DAIRY/RKVY/2788

Dated: 06.01.2023

Notice Inviting Expression of Interest

Suitable offers are invited from Owners/ Lease Holders directly without entertaining Offers through brokers, for The Bhagirathi Cooperative Milk Producers Union Limited (The BCMPUL) for installation of 5KL Bulk Milk Cooler Plant measuring 1400 sq. Feet with requisite facilities close to or at the vicinity of the following areas:

1. Petari, Burwan, Murshidabad
2. Hastinapur, Burwan, Murshidabad
3. Nagar, Khargram, Murshidabad

Desirable facility in the premises should include adequate parking space for 23KL Milk Tanker in front of the building, 24 hours water supply etc.

Interested parties may submit their offers including Technical Offer covering the general terms and conditions as per Annexure-I; the details of the space available for Lease Rental, including proof of ownership, area in sq. ft., facilities available, parking provision etc. as per Annexure-II and Commercial Offer detailing the rates quoted and other commercial terms and conditions as per Annexure-III. The Owner / Lease holder of the property will allow visit of THE BCMPUL officials to the premises as and when required.

Brief of Milk Union: The BCMPUL is a District level Milk Producers' Cooperative Union, having its registered office at Feeder Dairy, Panchanantala, Berhampore, west Bengal, 742101. The BCMPUL is engaged in social and financial upliftment of marginal milk producers.

Important Dates:

a)	Bid publication Date & Time	06.01.2023 at 17:00 hrs
b)	Bid Closing Date & Time	20.01.2023 at 17:00 hrs
c)	Technical Bid Opening	21.01.2023 at 11:00 hrs
d)	Financial Bid Opening	To be intimated to qualified bidders

Note: 1. EOI Notice and EOI Document are available on THE BCMPUL. Website and can be downloaded from www.bhagirathimilk.com .



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2. All future Information viz. corrigendum /addendum/ amendments etc. for this EOI shall be published in the aforesaid portal. Printed copy of EOI Document will not be sold from The Office of the Bhagirathi Cooperative Milk Producers' Union Limited.
3. The bidder shall bear all costs associated with the preparation, submission/ participation in the bid. Issuer in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

ANNEXURE – I

General Terms and Conditions

1. SCOPE OF SERVICES

- I. The scope of services is thus to provide building for installation of 5KL Bulk Milk Cooler Plant with an area of 1400 Sq feet within a single premises to accommodate 5000 Liters Bulk Milk Cooler and associated plant machinaries including Diesel Generator on rent (“Premises”) and the infrastructure must be in the areas or its vicinity mentioned above.

2. SIGNATURE & SUBMISSION OF OFFERS

- I. The Offer must contain the name and place of the authorized person making the Offer and must be signed and sealed. The names of all authorized persons signing should also be typed or printed below the signature.
- II. Offer by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- III. Satisfactory evidence of authority of the person signing on behalf of the Owner/ Lease Holder shall be furnished with the Offer.
- IV. The Owner/ Lease Holder's name stated on the OFFER shall be the exact legal name of the entity submitting the offer.



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- V. Submission must be made as per the Annexures given below duly signed and sealed by the Authorized Signatory in Sealed Envelope before the last date of Submission of Offer.

3. INFORMATION REQUIRED WITH THE OFFER

- I. The complete information shall be provided by the Owner/ Lease Holder in the form of separate sheets, drawing, catalogues, etc.
- II. Oral statements made by the Owner/ Lease Holder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- III. Any other documents of the Owner/ Lease Holder may be used in the Offer to provide additional information and data as deemed necessary by the Owner/ Lease Holder.
- IV. There shall not be any deviation in terms and conditions as have been stipulated in the EOI documents. However, in the event of imposition of any other conditions, which may lead to a deviation with respect to the terms and conditions as mentioned in the EOI document, the Bidder is required to attach a separate sheet "list of deviations", if any.
- V. In case the 'OFFER' information contradicts EOI requirements, the EOI requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.

4. PRELIMINARY EXAMINATION

- I. THE BCMPUL will examine the Offers to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Offers are generally in order.
- II. Prior to the detailed evaluation, THE BCMPUL will determine the substantial responsiveness of each Offer to the EOI. For the purpose of these Clauses, a substantially responsive Offer is one, which conforms to all the terms and conditions of the EOI without material deviations. A material deviation is one, which affects in any way the prices, quality, quantity or delivery period or which limits in any



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way the responsibilities or liabilities of the Owner/ Lease Holder or of any right of THE BCMPUL as required in these EOI documents and specifications. THE BCMPUL determination of the Offer's responsiveness shall be based on the contents of the Offer itself without recourse to extrinsic evidence.

- III. The Offer determined as not substantially responsive will be rejected by THE BCMPUL and may not be permitted subsequently be made responsive by the Owner/ Lease Holder by correction of the non-conformity.
- IV. The Owner/ Lease Holder shall ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Offer Form for this purpose, THE BCMPUL shall be entitled to consider the highest price for the purpose of evaluation and to use the lowest of the prices for the purpose of award of lease in these schedules.

5. LEASE RENT

The Owner/ Lease Holder shall quote rent as per Annexure-III. As regards increase or decrease in rents payable, increase in rent if any shall be subject to market conditions & to a maximum ceiling of 5% after initial term of 5 years is completed. After 5 years, rent can be negotiated and finalized with mutual agreement so that new lease can be executed for further term of 5 years.

6. 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 Sikkim and shall consider the same while submitting their Offer.
- II. All existing and enhanced/ future municipal taxes, rates & cess etc. shall be paid by the Bidder.
- III. The Bidder shall be liable and pay all taxes, duties, levies, lawfully assessed against the Bidder in relation to the said lease.
- IV. THE BCMPUL shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Owner/ Lease Holder under the Offer.



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- V. 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.
- VI. 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.

7. PERIOD OF VALIDITY OF OFFERS

Offers shall remain valid and open for acceptance for a period of 120 days after the date set for Offer opening and as provided in the Invitation to Offer.

8. EVALUATION AND COMPARISON OF OFFERS

- I. The Offer evaluation shall be a two stage process: Technical and Financial. 1st stage being technical evaluation that shall be done on the basis of information asked in Annexure-I and Annexure-II and Evaluation methodology of the technical offers for opening the price bid is at Appendix-I. The Owners/ Lease Holders that are technically qualified (1st stage) shall be considered for financial evaluation (2nd stage) in accordance of Annexure-III.
- II. THE BCMPUL has the right to select the property depending upon the suitability, location, availability of required space, maintenance and rent for an initial period of 5 years or to extend the period for further periods (renewed after every 5 years) as mutually agreed among the parties.



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- III. In case of a tie, management has the discretion to award the lease to suitable Owner/ Lease Holder.
- IV. No further discussion/ interface will be granted to bidders whose offers have been disqualified. THE BCMPUL reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.
- V. If selected Owner/ Lease Holder withdraws or THE BCMPUL withdraws the Letter of Award (LoA) due to some reason or is not in a position to issue LoA, other qualified Owners/ Lease Holders offer may be considered for award.
- VI. Rates should be quoted in figures and words without any errors, overwriting or corrections should include all applicable taxes etc. In case of any discrepancy between the amount mentioned in numbers and words, the amount mentioned in words shall prevail.
- VII. THE BCMPUL reserves the right to accept or reject any variation, deviations or alternative offers. Variations, deviations, alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to THE BCMPUL shall not be taken into account in Offer evaluation.

9. AWARD CRITERIA

THE BCMPUL has the right to select the property depending upon the suitability, location, availability of required space, maintenance and rent over a period of 5 years or extended further (renewed after every 5 years) as mutually agreed among the parties.

10. ACCEPTANCE & REJECTION OF OFFERS

THE BCMPUL reserves the right to accept or reject any Offer and to annul the bidding process and reject all Offers at any time prior to award of lease, without thereby incurring any liability to the affected Owner/ Lease Holder or Owners/ Lease Holders or any obligation to inform the affected Owners/ Lease Holders or Owners/ Lease Holders of the grounds for THE BCMPUL action.

11. NOTIFICATION OF AWARD



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- I. Prior to the expiry of the period of Offer validity prescribed by THE BCMPUL, THE BCMPUL will notify the successful Owner/ Lease Holder, confirmed in writing by registered letter, that the Offer has been accepted. Within 5 days of receipt of the 'Notification of Award'/'Letter of Award' the successful Owner/ Lease Holder shall sign and return a copy of the same to THE BCMPUL as acknowledgement of receipt of the same.
- II. The Notification of Award will constitute the formation of the lease.

12. PAYMENT TERMS

- I. Payments shall be made by THE BCMPUL against pre-receipted bills as per the lease deed to be executed between THE BCMPUL and the selected bidder / owner or the legal representatives.
- II. Payments of rent shall be made on monthly basis by online electronic transfer in favour of the Bidder after deduction of the tax at source (TDS) as applicable from time to time, on satisfactory services and submission of bill.
- III. Rent shall be paid with effect from the date on which possession of the completed Premises is handed over to THE BCMPUL along with necessary occupation certificate, power, water supply and other agreed facilities. No security deposit or advance towards rent is payable by THE BCMPUL to the selected bidder/ owner/ lease holder. All correspondence shall be made directly with the selected bidder / registered owner(s)/ any authorized signatory appointed by the owner(s) of the Premises.
- IV. The charges for electricity consumption for BMC operation, shall be separately reimbursed every month on sharing basis at actual against documentary evidence, for which separate metering shall be provided by the owner/bidder.

13. ACCESS TO OWNERS/ LEASE HOLDERS PREMISES

The Owner/ Lease holder of the Premises shall allow visit of THE BCMPUL officials to the Premises as and when required by THE BCMPUL. The officials of THE BCMPUL may visit the space offered by Owners/ Lease Holders to ascertain the suitability of the



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space. The date, time and place for opening of commercial Offers shall be informed to the Owners/ Lease Holders, whose Technical Offer is found acceptable.

14. FORCE MAJEURE

Definition of Force Majeure Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof. c) Rebellion, revolution, insurrection, military or usurped power and civil war;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Bidder.

15 TERMS OF TERMINATION OF LEASE

- I. The period of lease should be for a period of 5 years with provision for further extension of lease for further period (to be renewed after every 5 years) on mutually agreed terms.
- II. The lease can be cancelled by THE BCMPUL by giving a notice of not less than one (1) month.

16. DISPUTES AND ARBITRATION

- I. THE BCMPUL & the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Offer.
- II. If after thirty (30) days from the commencement of such internal negotiations, THE BCMPUL & Owner/ Lease Holder have been unable to resolve amicably a dispute, either party may refer the dispute to the formal mechanism as specified below.
- III. The dispute resolution mechanism to be applied shall be as follows: In the case of dispute between THE BCMPUL and Owner/ Lease Holder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.



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IV. The decision given by the Arbitrator(s) shall be final.

17. WORK TO CONTINUE

Performance of the lease shall continue during arbitration proceedings unless THE BCMPUL shall order suspension. If any such suspension is ordered, the reasonable costs incurred by the Owner/ Lease Holder and occasioned thereby shall be added to the Rent. No, payments due or payable by THE BCMPUL shall be withheld on account of pending reference to arbitration.

18. LAW AND PROCEDURE

- I. **Applicable Law:** The law which is to apply to the lease and under which the lease is to be constructed shall be Indian Law. The Courts of West Bengal shall have the exclusive jurisdiction in all the matters arising in the lease including execution of Arbitration judgment.

19 ACCEPTANCE OF TERMS & CONDITIONS

The Owner/ Lease Holder shall confirm the acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Owner/ Lease Holder, the same shall be specifically brought out with categorical confirmation that all other clauses are acceptable to the Owner/ Lease Holder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Owner/ Lease Holder.

20. TERMS AND CONDITIONS

- I. The rent quoted shall be lump sum for the Premises offered and shall be inclusive of all applicable taxes and out-goings except maintenance charges and GST. However, applicable taxes, other outgoings also to be mentioned separately along with the rate of rent.
- II. In case, there is more than one owner of a Premises, then the Offer submission by one/ consortium of the owner having proper authorization is applicable. If the authorized signatory is allowed to sign the Offer, then the necessary authorization has to be submitted along with the document. Otherwise, the Offer is liable to be considered null & void at any stage as per the decision of THE BCMPUL.



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- III. By submitting the Offer, the owner has permitted THE BCMPUL or their representatives with prior appointment, to inspect the property offered as well as property documents & to carry out the valuations thereof.
- IV. The Premises shall be according to our proposed plant diagram mentioned in Annexure A with the EOI.
- V. Adequate space for parking should be available in front of premise to accommodate 20000 Lit capacity milk tanker.
- VI. The Premises should have 24 hours electricity supply. A separate electric meter should be installed exclusively for the use of THE BCMPUL.
- VII. The Premises shall have provision for 24 hours running water supply for both drinking and utility facilities.
- VIII. The responsibility for payment of all kind taxes such as property tax, local body tax etc in connection with the property offered shall be of the Owner/ Lease Holder and updated copies of all tax receipts shall be attached with the Offer made by the Bidder.
- IX. Possession of the Premises will be handed over to THE BCMPUL within 30 days or as mutually agreed from the award of the order and rent shall be payable from the date of possession.
- X. The Premises shall be free from any liability and litigation with respect to its ownership, lease/ renting and there shall be no pending payments against the same.
- XI. The EOI shall be acceptable only from that Bidder who is the original owner/lease holder of the Premises. THE BCMPUL will not pay any Brokerage for the offered Premises.
- XII. The Owners/ Lease Holders shall provides rates for rent, showing taxes, if any, separately.



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- XIII. Rates of the rent shall be quoted in Indian Rupees only. Rates of the rent quoted in currencies other than Indian Rupee shall not be considered.
- XIV. The property tax, etc. levied by Local Govt. are to be borne by the Selected Bidder.
- XV. Stamp duty, notarization charges, etc. to be borne by the selected bidder.
- XVI. Format of the lease deed shall be decided by THE BCMPUL covering the important covenants including the conditions agreed by the Bidder while submitting the offer.
- XVII. THE BCMPUL reserves the right to amend these terms and conditions as it deems necessary.

21. ENCLOSURES

Each page and all details provided should be duly signed by the authorized signatory. All undertakings provided shall be on the letterhead of the company (if applicable) and duly signed and stamped by the authorized signatory. All columns of the Offer shall be duly filled in and no column should be left blank. All pages of the Offer (Technical and Price Offer) are to be signed by the authorized signatory of the Bidder.

Sd/-

Managing Director

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Annexure-II

Technical Offer for Office Space

Sl. No.	Particulars	Documents to be submitted
1	Full particulars of the legal Owner/ Lease Holder of the premises: a) Name: b) Address (office & residence): c) Telephone & Mobile No.: d) E-mail ID f) PAN no. & TAN No. g) Title document of premises offered	Copies of PAN and TAN (if applicable) Certified copy of title document
2	Full particulars (with complete contact details e.g., postal address, phone number, mobile number and e- mail ID) of authorized person(s) offering the premises on rent/ lease and submitting the EOI.	Please provide details
3	Complete address with brief description and location of the office space offered..	
4	Total area offered for rent in sq.ft. i) Built Area ii) Total Land Area offered iii) Height of Building	
5	Details of space available for installation of GENSETS/ UPS etc.	
6	Availability of facilities/ utilities Number of Toilets	
7	Whether running water, both drinking and otherwise, available round the clock	
8	Whether sanitary and water supply installations have been provided Please provide point wise reply	
9	Whether electrical installations and fittings, power plugs, switches etc., are provided or not.	
10	Present Age of premises	
11	Various Tax receipts (property, related tax etc.)	



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12	The space offered should be free from any liability and litigation	A self-attested undertaking indicating the same along with
13	Particulars Documents to be submitted ownership, lease/ renting and there should be no pending payments against the same.	certificate in this regard by the competent authority
14	Any other salient aspect of the building, which the party may like to mention	

Note: No indication of rent/charges to be given in Technical Bid.

Declaration:

- i) I/We have read and understood the detailed terms and conditions applicable to the subject offer as supplied with the Offer documents and agree to abide by the same in totality.
- ii) It is hereby declared that the particulars of the buildings etc., as furnished against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be false. I/We shall be liable to such consequences/lawful action as THE BCMPUL may wish to take.

Signature with Seal

Name:
Name of Company/ Agency/Bidding Identity

Date:.....

Place:.....



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Annexure-III

Format for Financial/ Price Bid

Full particulars of the Owner/ Lease Holder of the premises:

a) Name:

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.)

h) Rent per month:

Signature

Name

Date