



The Bhagirathi Co-operative Milk Producers' Union Limited

(A Govt. of West Bengal Project)

BU/DAIRY/SBCP/0749

Date: 13.08.2026

EXPRESSION OF INTEREST FOR CONTRACT PACKAGING

The Bhagirathi Co-operative Milk Producers' Union Limited invites expressions of interest (EOI) in two bid system through e-Reverse Auction in NCDFI e-Market platform for the empanelment of dairy plants (existing or to be completed within one year) located in Hooghly for entering into a rate contract for packaging of minimum of 50,000 liters of milk and milk products per day as per the following technical & financial specifications, terms and conditions mentioned hereunder:

Statutory Documents/Technical Criteria for Selection to be submitted to NCDFI before Financial Bidding

1. PAN Card.
2. Voter Card / Aadhaar Card of Directors/Shareholders
3. IT Return of last Financial Year of the Bidding Company.
4. Financial Solvency Certificate of 2.5 crores from a Certified CA.
5. FSSAI License of Existing Dairy Plant if any.
6. GST Certificate of the Bidding Company.
7. Offer/Proposal for Empanelment in EOI.
8. Bank Account Details.
9. Company Related Documents (Partnership Deed/ UDYAM Certificate/ MOA AOA Registration Certificate in case of Company).
10. Sign & Seal of bidder in all pages of the EOI as token of unconditional acceptance of terms & conditions.
11. Annexure-A (Proposer Assessment Format).
12. EMD of Rs 5,00,000/- must be deposited in the escrow account of NCDFI before Financial bidding.
13. Financial Bid must be quoted as per Annexure-B

Terms & Conditions of Expression of Interest:

1. Pre-bid meeting is mandatory. Bidders absent in pre bid meeting shall not be allowed.
2. Offered Packaging Station should be set up on a land not less than 1 acre and having adjacent road of minimum 20 Feet wide.
3. The Packaging Station should be ready for operation within 12 months from the date of issuing award of contract or earlier if it is ready.
4. The Packaging Station must have all the arrangements (including plant/equipment/ machinery/manpower for processing & standardization, custom packing of at least 5-10 varieties of liquid milk in poly packs of 200 ml, 450 ml, 500 ml 1 litre 5 litre or any other pack size as may be necessary within maximum limit of 5 Lit) 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/CNFs etc.
5. The Capacity for processing and packaging of liquid milk should not be less than 50,000 litres per day (LPD) and there should be provision/space for further expansion up to 80,000 LPD in future. Capacity of curd production in pouches should not be less than 5 MT per day, capacity of sour curd and sweet



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curd in cups production should not be less than 500 Kg per day, capacity of lassi production should not be less than 5 ton per day and paneer production and packaging including all variants must not be less than 500 kg per day.

6. 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.
7. 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, Milk Union would allow packaging station actual processing loss of FAT/SNF while handling milk subject to maximum limit of 1% 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 Milk Union. 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.
8. Packaging station shall maintain FSSAI regulations and its provisions related their under, for ensuring good manufacturing practice, plant hygiene and housekeeping, as applicable.
9. It shall be mandatory on the part of packer to allow Milk Union to print the words manufactured, processed and packed by M/s. _____ & FSSAI No. allotted to packaging station.
It shall also be mandatory on part of packaging station to print "use by date". "Maximum Retail Price", USP and batch/code number marked on each pouch for its traceability. TTO printers should be installed in every packaging machine for batch coding.
10. Packaging station has to custom pack and delivers 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 FSSAI and the rules framed there under as applicable from time to time being processors and packers of Bhagirathi Milk.
11. 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.
12. 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.
13. The Packaging Station should have Standard CIP system, effluent disposal system to ensure compliance of Pollution Control Norms and hygienic environment as per norms complying FSSAI Standards.
14. Packaging Station will engage/depute only qualified and trained technical staff for processing and packaging of Milk so as to ensure the proper quality/quantity norms etc., as per FSSAI and Weight & Measures Act and also nominate one of his persons as nominee under the provisions of PFA/FSSAI.
15. Packaging Station shall also ensure that Store for SMP, WMP, Packaging materials, crates etc, 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



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cost. The testing methods & equipment will be adopted as per the FSSAI standards for testing of milk, etc.

16. Adequate arrangement and space should be there for loading and unloading of Road Milk Tankers of 50,000 Lit Capacity and for Despatch vehicles at the Packaging Station.
17. 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.
18. Packaging station in no way can 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 can only pack its own brand of milk out of its own raw milk and packaging materials in different shift during the contract period. 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 leakage observed/found more than 0.2 % of total packet milk pouches in a day, penalty of rupees 10 per leak pouch shall be imposed on the packing station.
19. 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.
20. 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 are 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 principal supplier and employer of the employees working over there.
21. 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.
22. 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.
23. Due strike, to the lock reason out, beyond lay the control of packaging station i.e. riots, natural calamities, off, non-availability/inadequate supply of milk in poly availability of milk, etc., if no nominee packs is made to the distributors/ transporters/ representative/ immediately of the BHAGIRATHI on any day or number of days, information to this effect be conveyed to the BHAGIRATHI in writing justified the reasons.
24. 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.



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25. In case BHAGIRATHI wants to start the manufacturing of other milk products like Ice cream, Peda, Paneer etc., the packaging station will render all help, facilities, equipment for which unit manufacturing cost of each product will be decided mutually.
26. 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.
27. 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.
28. Minimum guarantee for milk and milk products shall be provided as below:

SI No	Product	Quantity
01.	Milk in Poly Pouches	20000 Lit per day
02.	Sour Curd in poly Pouches	4000 Kg per day
03.	Lassi in poly pouches (April to October)	3000 Lit per day
04.	Sour Curd in Cups (85/200/400 g)	400 Kg per day
05.	Sweet Curd in Cups (85/200/400 g)	400 Kg per day
06.	Paneer in Poly Pouches	500 Kg per day

Raw materials and packaging materials for production of Sour Curd, Sweet Curd and lassi shall be provided by Bhagirathi Milk Union. Requisition of Curd and Lassi shall be intimated one day before production. Recipe and SOP for production shall be intimated by the representative of Bhagirathi Milk Union from time to time and that has to be carried out. Supply of Milk Products should follow FIFO method.

29. **Tenure of Contract:** This custom packaging arrangement shall initially be for the period of seven years from the date of signing of the agreement and likely to be extended by further period of time with mutual consent.

Provision for Rate Revision: Rate of milk packaging shall only be considered after completion of 1 year contract for revision in case of escalation of energy charges, Annual Energy Price Index by Ministry of Commerce, GOI and Govt. declared minimum wages for skilled/semi-skilled and unskilled labour. A ratio of 5: 2 shall be considered for non-Labour related Expenses: Labour Related Expenses. Minimum 10 % margin shall be considered on total value of conversion charges.

Example:

Conversion Charge of 15000 Lit x Rate per Lit 1.5	=	Rs 22500
Less 10% Margin	=	Rs 2250
Non-Labour Expenses will be	=	(22500-2250) *5/7 = Rs 14464
Labour Expenses will be	=	(22500-2250) *2/7 = Rs 5786

If Average energy charge hike is 2 % and minimum wage hike is 3%

Revised Non-Labour Expenses will be	=	14464*102/100 =Rs 17356.8
Revised Labour Expenses will be	=	5786* 103/100 = Rs 5959.6
Revised Total Expenses will be	=	(17356.8 +5959.6) = Rs 23316.4
Revised Total Conversion Charge/15KL	=	(23316.4 * 100/90) = Rs 25907.11
Revised per Lit conversion charge	=	(25907.11 /15000) = Rs 1.73

30. 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 fortnightly against submission of tax invoice having HSN Code 998815 and GST rate at 5 % followed by verification, certification by authorized official of BHAGIRATHI within 07 working days from the date of receiving the invoice.



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31. **Bidder/Agency must not use the facility and infrastructures offered to Bhagirathi for contract packaging of products of other company of the same vertical.**
32. Security Deposit shall be forfeited for violation of any terms and conditions of the Contract.
33. **Security Deposit:** The successful bidder shall furnish a Security deposit of Rs 5,00,000/-, valid for the entire duration. The security Deposit shall be forfeited by Bhagirathi Milk Union in case of breach of contract, non-performance, or violation of terms and conditions.
34. **Insurance:** The Packaging Station must maintain insurance at its own cost to cover plant, machinery, staff, and product liability throughout the contract period. Any claims or damages will be the sole responsibility of the Packaging Station
35. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) neither party shall have any claim for damages against other in respect of such non-performance or delay in performance.
36. **Termination of Contract**
 - A. **Termination by Milk Union:** The Bhagirathi Co-operative Milk Producers' Union Limited reserves the right to terminate the contract, in whole or in part, at any time during the contract period by giving 30 days written notice to the Packaging Station, without assigning any reason.
 - B. **Termination for Default** The contract may be terminated immediately if the Packaging Station:
 - Fails to meet the agreed quantity or quality standards of milk and milk products.
 - Breaches any statutory, regulatory, or contractual obligations under FSSAI, Factories Act, Pollution Control norms, or other applicable laws.
 - Engages in unauthorized sale, marketing, or misuse of Bhagirathi's brand, logo, or packaging materials.
 - Repeatedly defaults in timely supply or exceeds permissible leakage/defect limits.
 - C. **Termination for Insolvency or Misconduct:** The contract shall stand terminated if the Packaging Station becomes insolvent, enters into liquidation, or is found guilty of fraud, misrepresentation, or misconduct affecting the interests of Bhagirathi Milk Union.
 - D. **Termination by Packaging Station:** The Packaging Station may terminate the contract by giving 90 days written notice to Bhagirathi Milk Union, subject to settlement of all pending obligations, dues, and liabilities.
 - E. **Consequences of Termination:**
 - On termination, the Packaging Station shall immediately cease all packaging activities under Bhagirathi's brand.
 - Security Deposit and any other dues may be forfeited in case of termination for default.
 - Bhagirathi Milk Union reserves the right to recover damages, losses, or additional costs incurred due to such termination
37. **Non-Disclosure clause:** The Packaging station shall treat all documents, information, data and communication of and with the Milk Union as confidential. The Packaging station shall not, without the Milk Union prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings /designs furnished by or on behalf of the Milk Union to any person



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other than the person(s) employed by the Agency in the performance of the work. The Packaging station shall abide by the above non-Disclosure clause and accordingly shall submit the Non-disclosure in Agreement.

38. **Pre-bid meeting:** The Milk Union will arrange a clarification meeting with all the prospective Packaging Station at the address mentioned in the Schedule of Submission to clarify the details of the requirements of selection as also any other points/doubts. Packaging station is requested to inform the names of persons who will attending this meeting at the Milk Unions' email. A maximum of two persons from the packaging Station are allowed in the meeting.
39. In case of any dispute or difference shall at any time arise between the two parties (i.e. BHAGIRATHI & Packaging Contractor) 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 tried to resolved through a meeting of the Arbitrators appointed from either side and one third Arbitrator mutually chosen by the first and second Arbitrators. Meeting may be held at Kolkata.
40. Before finalization of the Contract, the officials of the Milk Union may inspect the facility offered by the bidder to the satisfaction of the Milk Union.
41. L1 bidder must have Technical Consultant of Dairy background associated with them which shall be verified by the Milk Union prior to issuance of Award of Contract.
42. L1 bidder shall have to execute an agreement with the Bhagirathi Milk Union as per the terms and conditions stipulated in this Expression of Interest.
43. At any time prior to the deadline for submission of EOI applications, The Milk Union either on its own or on the request of the Packaging station/s may amend the EOI Documents by issuing addenda.
44. 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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Annexure-A

PROPOSER ASSESSMENT FORMAT

1. Name of the Company: (Attach Documents)
2. Address:
3. Telephone No.
4. Mobile:
5. E-mail:
6. Name of the proposer:
7. Nature of Proposer: Individual/Company/ Proprietary/Partnership/Public Ltd [Tick whichever is applicable]:
8. Person(s) to be contacted for clarification if any:
9. Type of Industry: Small scale/medium scale/large scale (Copy of registration certificate/approval Certificate from competent authority):
10. GSTIN:
11. List of Machinery with capacity: (Enclose separate sheet):
12. Location of the proposed plant:
13. Experience in Food product manufacturing (if any) Details to be submitted in separate sheet:
14. Last year IT Return (to be submitted):
15. Last year Audited Balance Sheet (to be submitted):
16. Financial Solvency Certificate of Rs. 2.5 crore issued by CA (to be submitted)

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

Signature _____

Name _____

Designation _____

Seal



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Annexure-B

FINANCIAL BID

SL NO.	Particulars of Job Work	Base Rate Rs./ per Liter for Milk and lassi Rs. per kg for Products (Curd & Paneer)	GST (Rs/kg, Rs./ liter)	Total Rate Rs/liter / Rs./kg
1.	Milk Packing (Rs./liter)			
2.	Sweet & Sour Curd in Cups Packing (Rs/kg)			
3.	Sour Curd in Poly Pouches (Rs/kg)			
4.	Lassi in ply pouches per Liter (Rs./liter)			
5.	Paneer Packaging (Rs./kg)			