



Bihar State Milk Co-operative Federation Ltd.

DAIRY DEVELOPMENT COMPLEX,

P.O. - BIHAR VETERINARY COLLEGE, PATNA-800014(BIHAR)

Phone No- 2224083,2228953,2228347,2220387, Fax No-0612-2228306

E-Mail: marketingcomfed@gmail.com, Website: <http://www.sudha.coop/>

Invitation of Bid for hiring Dairy plant near Delhi-NCR for processing, packing and supply of Milk and Production & Packaging of Milk products like plain dahi, lassi, chaach, paneer etc.

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Invitation of Bid for hiring Dairy plants near Delhi-NCR, required for Milk Processing, Packaging and facility to produce Milk Products like plain dahi, lassi, chaach, paneer etc.

(A) Introduction & Information

(1) Bihar State Milk Cooperative Federation Ltd. (COMFED) invites bids from the eligible reputed established dairy plant owners situated in the **radius of 100 km of Delhi-NCR** for processing, packaging of pouch milk (herein referred as Milk) & production of Dairy Products like Dahi, Lassi, Chanch, Paneer and other indigenous products (herein referred as "Milk Products") in the brand name of "Sudha" for supply to distributors appointed by COMFED from time to time for marketing milk and milk products **catering to Delhi-NCR & its adjoining market.**

(2) The bidder should have dairy plant having capacity of minimum 50,000 Lts per day processing and or surplus processing and packing capacity Milk as on date of bidding & and or ready to create the facility for manufacturing Milk Products within the stipulated period as indicated in this tender document. The tentative requirement of milk and milk products which are indicated as below:-

S.No	Type of Milk & Milk Product	Type of Packs (SKUs)	Tentative requirement of Milk and Milk Products(including all SKUs)
1	Pouch Milk	150ml to 6tr pack size	50000 ltr/day
2	Dahi (pouch)	150ml to 1tr pack size	2000 ltr/day
3	Dahi(cup & Jar)	Cup- 80gm to 400gms Jar-1kg, 2kg, 5kg, 10 kg.	500 ltr/day
4	Lassi(Pouch)	150ml to 1tr pack	1000 ltr/day
5	Chaach(Pouch)	150ml to 1tr pack size	5000 ltr/day
6	Paneer	100gms to 500gm	250 kg/day
7	Peda	100gm to 500gm	100 kg/day

3) The bidder's primary work shall be to arrange receiving raw milk, to process the milk (i.e. chilling, reconstitution, pasteurization, standardization, homogenization etc); to have quality testing of milk at all level and to manufacture quality milk and products, to pack milk and milk products in different pack sizes; Handling and cold chain maintenance for quality maintenance; Loading & unloading of milk and milk Products; Crates reconciliation; Upkeep and safe storage and accounting of all type of materials / consumables/ packing materials/ products/ milk / powder etc. and or any other items supplied by COMFED and kept at the plant; Reconciliation of milk and milk products; Raw material handling account, MIS Report, Despatch activities, and all other allied activities which are required to ensure the supply of finished packed milk and milk products as per demand of COMFED on daily basis.



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Bidders will facilitate weighing and unloading of tankers immediately but not later than 2 hours from the time of arrival of milk tankers at the Dairy Plant and release the tankers as early as possible or latest within 6 hours for return journey.

- 4) The bidder must be in the business of processing of milk and must be the owner of the dairy plant having minimum processing and packing capacity of milk for 50, 000 Ltrs/ day and the plant should be in running conditions, or surplus / spare capacity of 50, 000 Ltrs/ day to offer to COMFED as on date of bid submission as well as the bidder plant should have milk products manufacturing facilities or have to arrange and establish the milk products manufacturing facilities as per requirement indicated in this document.
- 5) The bidder is required to submit major list of equipment and machineries installed in the plant in Annexure-"A" and also some photographs of the plant to exhibit the present status of the plant.
- 6) The bidder should have valid FSSAI licenses, updated Factory Licenses, Boiler Licenses, adequate electricity and power connection, NOC from Pollution Control Board and other Licenses as required from the statutory bodies/ authorities to run the dairy plant.
- 7) The bidder should have ISO/HACCAP/ISO 22000 certification for the plant or should have to arrange within six months from the date of LOI and the bidder should have PAN, valid GST Certificate and other statutory certificates.
- 8) The bidder shall submit an undertaking for creating the infrastructure for milk products manufacturing within 90 days of issuance of Letter of Intent (LOI).
- 9) The bidder being a Limited Company, shall enclose a copy of Certificate of Incorporation, Name Change Certificate if any, Articles/ Memorandum of Association , Copy of Latest Balance Sheet and Profit & Loss Account, List of Directors, List of Associates or Companies in similar business etc along with a resolution of the company in favour of the authorized signatories who is signing this bid document.

In case of bidder other than limited company, the evidence of partnership/ proprietorship, Date & Year of Firm Creation, List of partners, Associates, their background, Balance Sheet & P&L Account and the authorized signatories etc.

- 10) The bidder's plant should be located within a radius of 100 KM from the New Delhi Railway Station and for the purpose of calculation of distance, the bidder may place the location and distance through Google Map. In case of any dispute if any raised in respect of range or radius, COMFED shall be at liberty to decide the distance and accept the distance related evidences.
- 11) The interested bidder may download the tender document from our website www.sudha.coop and may go through the detailed terms & conditions and operational requirements etc before the pre-bid meeting and submission of tender documents. **No conditional offer/ bid shall be considered for tender opening and consideration.**
- 12) The bidder shall submit the technical and financial bid in separate envelopes and both the bids should be placed into one large envelopes super scribing as " Tender for Hiring



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Dairy Plant in Delhi & NCR- Due Date.....” And should be submitted through courier/ speed post/ hand delivery within the stipulated date and time to the following address :-

Managing Director
Bihar State Milk Co-operative Federation Ltd
Dairy Development Complex
PO- Bihar Veterinary College,
Patna- 800 014
Land Mark : Near Patna Airport

Any tender document received in delay will not be entertained in any case and the envelopes would be returned to the bidder.

- 13) The validity of financial quotes should be minimum for 180 days from the date of submission of tender document.
- 14) The interested applicant bidders are encouraged to send their queries in respect of operational requirements or other related queries through email to marketingcomfed@gmail.com well before two days of scheduled pre-bid meeting date and the same shall be discussed in the presence of bidders in the Pre-bid Meeting. Any change in tender documents shall be informed or final tender documents shall be uploaded to our website within five working days at the end of pre-bid meeting, therefore the bidders are requested to visit our website for such update on regular basis. No queries/ questions would be entertained post pre-bid meeting date.
- 15) The technical evaluation includes the physical verification of the plant status by a team duly constituted for this purpose for which the bidder shall allow the inspection of their plant as per scheduled date to verify the list of plant and equipment as enclosed as per Annexure-“A” with the tender document.
- 16) The bidder is required to submit two bank Drafts i.e. one as cost of tender document for Rs.5,000/- (Rupees Five Thousand only) and second as Earnest Money Deposit for Rs. 100 000/- (Rupees One Lakh) only in the form of Demand Draft or Banker’s Cheques issued by any scheduled banks in favour of Bihar State Co-operative Milk Producers Federation Ltd , payable at Patna and both the Demand Drafts should be placed in the technical bid. **No tender/ bid shall be accepted without the Cost of Tender and EMD .**

The Cost of Tender is non-refundable, however the EMD of successful bidder shall be considered as a part of Security Money and the EMD of unsuccessful bidders will be refunded once the tender process is over. **No Interest is payable on the EMD amount or security Money.**

- 17) The successful bidder has to submit interest free Security Money for Rs.200, 000/- (Rupees Two Lakh) only which will remain with COMFED till the currency of the Contract. The EMD deposited along with Tender shall be transferred to Security Money.
- 18) The commercial rates should be quoted in the Financial Bid only and it should not be made part of technical bid envelope. For Milk and Milk Products should be quoted in unit specified in requirement para i.e. in per litre and or per Kg basis. The rates should be quoted covering the processing charges, storage, loading, unloading charges with all



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other incidental expenses i.e. end to end activities required for delivery of finished packed milk and milk products and no isolated activity cost shall be considered separately.

19) No minimum guarantee for production or packing of milk and milk products shall be payable and it shall remain valid during the currency of the contract if awarded. The charges payable for milk and milk products shall be as per actual delivery quantity of milk and milk product on monthly basis.

20) The tentative date and schedule of tender shall be as below :-

Particulars	Scheduled Date & Time
Tender Documents availability	06.02.2020 & onwards
Tender Bid Queries through E-mail by Bidder	12.02.2020 to 15.02.2020
Pre-Bid Meeting at COMFED	17.02.2020
Final Tender Document Upload by COMFED	24.02.2020
Tender Submission Date for Bidder	16.03.2020 latest by 5.30 P.M.
Technical Bid Opening Date	17.03.2020 at 11.00 A.M.

The tender shall be opened at COMFED Head Office in presence of bidders, whosoever wish to remain present.

21) The bidder may take a note that the price bid of only technical qualified bidders shall be opened which will be notified separately for price bid opening date.

22) For evaluation of technical and financial bid, COMFED shall be at liberty to seek information/ documents to justify the claim of the bidder if required.

23) The tender paper's each page should be properly stamped and signed by the authorized signatory of the bidder along with the enclosures and should be numbered in sequences along with a formal letter enclosing the copy of technical bid and enclosures.

24) The competent authority at COMFED reserves the right to cancel one or all bids without assigning any reason. For all legal matters & disputes Patna court will be our jurisdiction.

(B) Minimum Eligibility Criteria

Eligibility Criteria	Enclosures Required
The bidder should be a private / public limited company or partnership / proprietorship firms and should be in the business of dairy industries.	A copy of Certificate of Incorporation, Article/Memorandum of Association or Copy of Partnership Deed or Proprietorship is to be attached to establish the legal status of the bidder
The bidder should be the owner of milk dairy plant having minimum milk processing and packing capacity of 50,000 ltrs/ day and or should have surplus capacity of 50,000 ltrs for processing, packing and storage of milk and or having capacity of milk products to process and pack minimum requirement.	Evidence of Minimum Installed Capacity and or Self Declaration for Plant having surplus capacity. A copy of undertaking to establish or install infrastructures for Milk Products Manufacturing Facilities.



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The bidder's present agreement between the bidder and other parties for the use of their existing plant.	A copy of list of parties to whom any existing agreement is valid and validity period.
The bidder should have PAN, GST Number	A copy of PAN and GST Certificates
The bidder should not be blacklisted by any Govt Company/ Institutions	A copy of Undertaking about non-black listing of the bidder.
The plant must be situated within 100KM from New Delhi Railway station as per Google. The bidder must attach self-declaration for the same.	A copy of google map showing distance and self declaration.
The bidder should have valid License or permission to operate from Food Safety Standards Authority of India (FSSAI) License, Factory Inspector, Pollution Control Board permission, weights and Measure department, Labour Department etc.	A copy of all required licenses/ certificates and self-declaration if any.
The bidder should enclose DD for Cost of Tender and EMD	Original DDs are to be enclosed.
The Bidder should have HACCAP/ ISO 22000 certification, if not then undertaking in respect of getting within 6 months.	A copy is to be attached or self declaration.



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(C) TERMS & CONDITIONS FOR BIDDING

1. INDENT FOR PACKING POUCH MILK, OR MANUFACTURING OF PRODUCTS

1.1 COMFED will give indent/ directions for packing pouch milk, milk products on daily basis. Bidder shall ensure that the daily indented quantities are met without any failure.

2. PROCESSING AND PACKING OF MILK

2.1 Bidder will be responsible for receiving the incoming milk and store the same under proper conditions, so that the quality of milk does not deteriorate further till it is processed and packed.

2.2 Bidder will pack and store the milk, milk products under most hygienic conditions, as per quality standards set by COMFED and also maintain PFA, FSSAI and Weights & Measurement, Pollution Control standards and/or any other statutory requirements as rule of the land as may be necessary for processing, production, sales and distribution of milk & milk products required to cater the markets attached to those plants.

2.3 Bidder will arrange to provide facilities for standardization, pasteurization, homogenization and packaging of at least five varieties of milk in different packing sizes as per specifications (Fat & SNF content) provided by COMFED.

2.4 Bidder shall, at its own cost, comply with statutory obligations under the Food Safety Standards Authority of India (FSSAI) Rules and Regulations 2011, Legal Metrology Act and Rules 2011, Factories Act, Cold Storage Order, Environmental Acts and other statutory obligations and shall have its own independent licenses, registrations as required and the bidder shall indemnify and keep indemnified COMFED against any claims or consequences on these accounts.

2.5 Bidder will be responsible for payment of salaries, PF, bonus, leave, ESI etc. to its employees as per existing labour laws and COMFED will not be responsible in any way for this.

2.6 Bidder will be fully responsible for the event of failure of quality out of sample drawn by statutory agency like FSSAI rules and regulations 2011, Legal Metrology Act and Rules 2011 and any other statutory body

3. LABORATORY OFFICE AND OTHER FACILITIES

3.1 COMFED will appoint Quality Assurance Officer / Representative and other staff at the bidder dairy plant to monitor and coordinate the day to day operations. The salary and other expenses of these staff will be borne by COMFED.

3.2 Bidder will provide necessary space, laboratory facilities including equipment, chemicals and reagents etc. to COMFED free of cost as may be necessary for laboratory testing and smooth business operations. Bidder shall carry out test and analysis complying COMFED norms, FSSAI rules and regulations 2011.

3.3 Bidder will allow free access for inspection of premises, equipment, laboratory, cold stores etc. at the dairy plant to the managers and representatives of COMFED.



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3.4 It will be bidder's responsibility to deploy sufficient equipment, man power etc., to fulfill obligations made under the contract. The equipment will be inspected by COMFED in charge officer/ authorized representative from time to time for hygienic conditions and if required bidder will make necessary changes / take action to meet desired agreed conditions within a given time frame. The decision of the authorized representative of COMFED in this regard will be final and binding on the bidder.

4. BRAND NAME AND PACKING

- 4.1 The milk, milk products will be packed exclusively under SUDHA brand. The bidder would process & pack the milk & milk product for COMFED in such a manner that its could be traced from reception to final delivery of finished milk in pouches & milk product till dispatch dock point.
- 4.2 The decision of the Quality Assurance officer / Representative of COMFED regarding quality of the packed milk and any other Quality issue that can affect / lead to damage of the brand image of COMFED would be final.
- 4.3 The SUDHA brand is intellectual property of COMFED. The Bidder will not and shall not have any claim on SUDHA brand either for milk or any other milk product or any packaging material during the period of agreement or any time thereafter.
- 4.4 It shall be mandatory for the bidder to print the packing date, MRP, batch/code number and "Use by date" clearly on each packet containing milk, milk products & commodity along with other statutory requirements that come into force from time to time in the prescribed font, size and color of the ink for printing.

5 SALES AND DISTRIBUTION

- 5.1 COMFED will directly undertake sales and distribution of SUDHA milk, milk product and will establish distribution channels through Transporter and distributors appointed by COMFED for the purpose.
- 5.2 COMFED will communicate the daily requirements of milk& milk products.
- 5.3 COMFED will lift the pouch packed milk& milk product from the dairy dock of bidder as per daily schedule or pre- decided schedule.
- 5.4 COMFED shall also undertake product promotion activities through various media for promotion of SUDHA milk. The cost of such promotional activities will be borne by COMFED.

6. PROCESSING CHARGES (End to End Charges)

6.1 Processing, conversion Cost :

The bidder shall raise the invoice of processing charges as per the actual despatch of quantity of milk and milk products as per the approved rate on monthly basis duly certified and recommended by the COMFED official deputed in the plant.

The approved rate shall include conversion & processing amount per litre/kg of pouch milk/other products packed including standardization, homogenization, processing, packing, crating and storage and loading including cost of all utilities like steam, water, refrigeration,



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electricity, fuel etc and margin in the form of processing charges and no additional claim or cost shall be entertained.

The revision in rates will be mutually decided at the time of renewal of the agreement.

6.2 Deduction

TDS as applicable shall be deducted from the invoices raised for processing charges and GST is payable subject to deposit by the bidder and it's display in GST Portal.

A deduction of cost of product for complains @ 10 paise/ Ltr shall be made for abnormal flavor, short weights, presence of foreign matter, abnormal leakages etc. Prompt replacement on the mentioned complaints to be done else. The liability of damages due to above will be of bidder and the amount of damages will be recovered from the running bills or retained amount of bidder. If there will not be any complaint, the retained amount shall be released on monthly basis.

7. SCOPE OF WORK/SERVICES

7.1 The Bidder will provide following services to COMFED:-

- a. Receiving of raw Milk and arrangement of weighing and unloading of milk from tankers.
- b. Calibration of Weigh Bridge to per regulation of weight & measures to the satisfaction of COMFED by the government approved agency on quarterly basis and submit the report to COMFED.
- c. Storage of bulk milk under proper hygienic and temperature conditions.
- d. Standardize the milk in at least 5 varieties as per specification of COMFED in required packing and sizes.
- e. Homogenize and Pasteurize the milk as per parameter / conditions fixed by COMFED.
- f. Process milk as per the specifications and process defined by the COMFED, maintaining all process parameters.
- g. Pack the milk in pouches and crates as per daily demand.
- h. Storage of packed milk in cold store between 3 to 4 degree centigrade to maintain quality and self-life of packed milk.
- i. Bidders has to arrange loading of packed milk crates to the delivery van .
- j. Carrying out CIP of plant as per CIP procedure provided by COMFED.
- k. Office space for deputed staff of COMFED and laboratory facilities for testing of milk.
- l. Unloading, washing and storage of empty crates
- m. Washing of empty crates with clean water and suitable detergent before packing.
- n. Timely availability of all CIP and laboratory chemicals (for chemical and microbiological testing) as per standards given by COMFED
- o. Installation of digital temperature indicators / recorders / chart recorder and calibration of all measuring equipment as per COMFED's requirements
- p. Coding/printing facilities as per packaging requirements
- q. Safe and hygienic storage of packing materials



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- r. Maintain GMP/ plant and equipment hygiene/employee hygiene, provide necessary washrooms etc. during all level of processing to prevent cross contamination
- s. All Quality, hygiene norms as per FSSAI guidelines.

7.2 Bidder shall efficiently operate, maintain and repair the plant as & when required at its own cost, all its assets including building, roads, refrigeration systems, pasteurized hot water system, dairy machinery and equipment, packaging machinery, water and drainage systems, other utilities and effluent treatment facilities etc.

7.3 Bidder will maintain a daily record of packing / despatch of each type of milk, milk products & commodity on daily basis and the same shall be certified by authorized representative of COMFED. Bidder will raise their monthly bill of packing / dispatch to COMFED based on the quantity of finished product. Bidder will submit their fortnightly bills to the local representatives of COMFED.

7.4 COMFED will pay on the basis of quantity of pouched milk and Milk products despatched from the plant on monthly basis.

7.5 If any quantity of milk, milk products & commodity is found to have been spoiled due to improper handling and storage by bidder the cost shall be recovered from the bidder, or adjusted against their monthly packing bills. However the bidder shall take utmost care in handling stocks of milk & finished products so that the quality does not deteriorate from the time it is delivered/processed at the bidder's plant.

7.6 It will be responsibility of bidder to prepare monthly accounting of milk supplied to bidder and pouch milk, milk products & commodity delivered to COMFED, will be verified by representative of COMFED. The cost of any shortage of Fat and SNF will be adjusted in the monthly processing, packing and conversion bills of the bidder.

7.7 Bidder shall ensure that packed milk shall meet legal as well as COMFED standards for its chemical composition and bacteriological standards.

7.8 Bidder would maintain FAT/ SNF loss & packaging film loss as per the parameter fixed in the table below. Handling loss more than this will lead to deduction of amount equal to cost of packaging materials/milk received at the plant of bidder.

A.	Product	Fat & SNF Loss	Packing Material Loss
	Milk		
A.1	Poly Pouch Milk- Chilling, Pasteurization, Homogenization Processing, Packing & Storage and Despatch of Milk.	Maximum 1% of TS or Actual whichever is lower.	Maximum 3% or Actual whichever is lower
B	Milk Product Manufacturing & Packing		
B-1	Chaach / Lassi	Maximum 1.25% of TS or actual which ever is lower	Maximum 3% or actual whichever is lower
B-2	Dahi-Pouch	Maximum 1.25% of TS or actual which ever is lower	Maximum 3% or actual whichever is lower



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B-3	Dahi-Cup/Jar	Maximum 1.25% of TS or actual which ever is lower	Maximum 3% or actual whichever is lower
B-4	Paneer	Yield would be decided after production of four batches in presence of a team of technical person of COMFED & the bidder.	Maximum 1% or actual whichever is lower
B-5	Khoa/Peda Production & Packaging		Maximum 2% or actual whichever is lower

Note: Weight variation per litre in milk pouches will be allowed as per weight & measure tolerance limit.

- a) Plant has to redress the market complaint based on recommendation of COMFED Delhi office within limits of TS loss provided in the above table. 5% of limit allowed for total TS loss for each category of milk & milk product is dedicated for market complaint redressal as detailed in below table:

Product	For marketing	For Production	Maximum Total TS loss allowed
Pouch Milk	0.05%	0.95%	1.00%
Dahi(pouch)	0.06%	1.19%	1.25%
Dahi(cup/Jar)	0.06%	1.19%	1.25%
Lassi(Pouch)	0.06%	1.19%	1.25%
Chaach(Pouch)	0.06%	1.19%	1.25%
Paneer/Peda	In calculation of recovery of Paneer & Peda similar percentage loss for market complaint redressal could be taken in account.		

- b) If required the loss % of TS as defined above table for Milk & Milk Product will be reviewed periodically.

7.9 The bidder shall supply from the requisite number of poly packs containing milk in crates & milk products in primary & secondary packs as & when required to the COMFED in time, i.e. as per the timing fixed by COMFED from time to time in order to enable the distributor of COMFED to deliver the same to various milk shops and/or sale outlets.

7.10 Pouch length shall be maintained as per COMFED specification as detailed below.

- a) For 500 ml pack :150 mm
- b) For 1000 ml pack :230 mm
- c) For 200ml pack :100mm

7.11 Bidder will keep NDDDB kits for checking adulteration / protein and other parameters and carry out these checks as and when required.

7.12 Crate and poly film will be handed over to the bidder and they will maintain safe storage and keep accounting of crates and polyfilm.

7.13 COMFED may install equipment and assets in premises of bidder if COMFED desires so to help them to do the tasks to be performed under the contract better. These assets will remain clear property of COMFED irrespective to any terms of this contract and can be taken



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out by COMFED at will. Bidder will not have lien on these assets and will use these assets in a reasonable way.

- 7.14 The bidder must have plant in running condition should have milk processing capacity at least 50000ltr/day. However other processing facility like reconstitution facility/homogenization/packing/storing facility of pouch milk & processing/packing/storing facility of all Dahi in cups/Jar& pouches, Lassi, Chhach in pouches & production/vacuum packaging of paneer could be created within three months from date of issue of LOI.
- 7.15 The SMP/WMP/White Butter to be used for reconstitution shall be stored in a dust and pest free environment in cool and dry conditions on pallets, preferably of plastic. The SMP/WMP/White Butter to be used for reconstitution shall be Stored in these conditions at all times. The bidder has to provide at least 20MT dry storage space for SMP/WMP & 20MT deep freeze storage for white butter.

8. PROCESS OF SELECTION :

A pre-bid meeting and technical bid submission schedule shall be as per details incorporated in para (A). (20).

- 8.1 The bid shall be opened as per scheduled date in presence of bidders and the details shall be read out . After that a committee constituted for the purpose shall make evaluation of technical bid.
- 8.2 On the basis of Technical bid evaluation provided by the parties in the Technical bid, the dairy plants will be shortlisted for physical verification by COMFED team of officials.
- 8.3 The visiting team from COMFED would check the availability of resources as per annexure A of tender document submitted by the party & the bidder would show plant in running condition to the visiting team.
- 8.4 After physical verification of plants, considering its suitability to the requirement of COMFED and those qualifying technical conditions of technical bid the Financial bids will be opened for finally only such shortlisted plants.
- 8.5 For evaluation of financial bid, only rate of pouch milk offered by different parties would be taken into consideration for L1 status.

9. COMMENCEMENT AND DURATION OF THE AGREEMENT

- 9.1 Bidder will create and be ready with the facility of receiving, storage, packing of milk, production of milk products & commodities within three months from the issuance of the LOI.
- 9.2 The successful bidder has to enter into agreement with COMFED before commencement of work and period of contract shall be maximum 3 (three) years commencing from the date of agreement. The agreement shall be made on the non-judicial stamp of Rs.1000/- and at Patna.



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P.O. - BIHAR VETERINARY COLLEGE, PATNA-800014(BIHAR)

Phone No- 2224083,2228953,2228347,2220387, Fax No-0612-2228306

E-Mail: marketingcomfed@gmail.com, Website: <http://www.sudha.coop/>

9.3 This contract or agreement period may be extended for a further period of one year or more on mutually agreed terms and conditions after reviewing the performance.

10. PENALTY AND OTHER CONDITIONS

10.1 In case of milk turning sour due to negligence of bidder regarding processing the milk in decided timings then such milk turning sour will be handed over to the bidder.

10.2 Any losses arising out of this contract will be adjusted against the packaging contract bills. In case amount of pending packaging contract bill is not sufficient to recover the losses, COMFED reserves the right to recover additional amount from the bidder under public money(recovery of dues) act as amended.

10.3 There should not be any harassment to the COMFED staff deployed at bidder's dairy plant. Bidder shall ensure security and safety of the staff deployed at tenderer's dairy plant.

11. COMFED reserve the right to empanel more than one plant as per suitability of its location for catering Delhi – NCR market.

12. Period of validity of Bids

12.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by COMFED, pursuant to clause 12. A bid valid for a shorter period may be rejected by COMFED as non-responsive.

12.2 In exceptional circumstances, COMFED may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

13 To assist in the examination, evaluation and comparison of bids COMFED may, at its discretion, ask the bidders for a clarification of its bid. The request for clarification and the response shall be in writing.

14 INDEMNIFICATION

14.1 Notwithstanding anything herein contained, the bidder shall indemnify and shall at all times keep indemnify the COMFED, its Board of Directors and officers from and/or against.

14.2 Any liability, loss, damages, costs, charges and expenses, which may be paid, incurred or suffered by COMFED, directly or indirectly, as a result of and/or arising out of any breach, non-observance and non-performance of the terms and conditions of this agreement by the bidder.

14.3 All claims, demands, actions, suits and proceedings, of whatever nature, as made or instituted by a third party against COMFED in connection with this agreement and/ or with regard to the fitness of the products or for any breach or alleged breach of infringement of any intellectual property rights of any third party, shall be indemnified by the bidder.

14.4 The bidder shall indemnify and keep the company harmless all the times for damages/ losses incurred by COMFED for substandard quality/ deficiency in the products manufactured by



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bidder or any damage, loss incurred by the COMFED due to fault of bidder or its employees/agents/servants etc.

14.5 If in future any liability arises due to changes in any taxes related to job works, the such liability shall be paid by COMFED.

15 ARBITRATION

The dispute should be referred to Arbitration in terms of Indian Arbitration Act 1996. The arbitration proceeding will have to be held in Patna or such other place as decided by the Arbitrator at his discretion.

16 LEGAL JURISDICTION

In case of any dispute arising out of this agreement, the courts of Patna will have the jurisdiction to try the case.

17 TRACEABILITY

17.1 Milk & milk product Plants should ensure appropriate coding of batch nos. and should keep record of corresponding raw materials, i.e. name of the source, quantity & quality report so that back tracing of sources of ingredients i.e. raw material used in particulars batch should be available at the plants.

18 AMENDMENTS

No modification/ amendment or waiver of the terms and conditions of the Tender document agreement shall be valid or binding unless made in writing and duly executed by the parties.

19 CONFIDENTIALITY

Each party shall keep secret and confidential and shall not command directly or indirectly disclose, divulge, communicate or reveal to any third party, any confidential information received by it from other party. The provision of this clause shall not apply to confidential information if the same :

- (a) Is or comes with in the public domain through no act of the party ;or
- (b) Was in the possession of the party prior to it's disclosure hereunder and such party can prove or
- (c) Is independently developed by the party and such party can prove; or
- (d) Is received by the party from another source without restriction on disclosure.

20. FACILITIES

The tenderer should submit information pertaining to the land, building, machinery, equipment and other infrastructures available with him as per schedule "A "

Managing Director



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Technical Bid Document

(To be filled up the Bidder and evidences should be enclosed to substantiate the details)

Sl	Particulars	To be filled up by the Bidder
1	Name of Tenderer :	
2	Legal status of the bidder (proprietorship/partnership/Pvt ltd/any other)- Also attach document confirming status of the firm	
3	Name of Authorised Signatory& Contact Number	
4	Registered Address	
5	Correspondence Address including E-mail and Phone No.	
6	Plant Address	
7	Distance from Delhi Railway Station	
8	Demand Draft Number for Cost of Tender for Rs.5000/- enclosed or not	
9.	Demand Draft Number for Cost EMD for Rs.100,000/- enclosed or not	
10	Permanent Account Number of the Bidder	
11	GST Registration Number of the Bidder	
12	FSSAI License with Validity	
13	Factory License No & Validity	
14	NOC from Pollution Control Board	
15	ISO/ HACCAP certification	
16	Weight & Measurement Regn	
17	Undertaking to create milk products manufacturing facilities within 90 days of LOI.	
18	Undertaking in respect of Non- Black Listing of the Bidder	

Seal & Signature of the Bidder



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ANNEXURE-"A" (Along with Technical Bid)

Technical Bid Document

1. Total built up area and processing hall area;
2. Details of facilities available for tanker unloading: -
 - A) Capacity and numbers of unloading pumps,
 - B) Capacity and type of weigh bridge available,
 - C) Availability of Flow meter for unloading milk,
 - D) Capacity and numbers of milk chillers available
3. List of processing Machinery and Equipment:
 - A) Capacity and numbers of Milk Pasteurizers,
 - B) Capacity of Homogenizer,
 - C) Capacity, type, make and numbers of cream separators,
 - D) Capacity and numbers of uplifting pumps,
 - E) Capacity and numbers of Milk Storage tanks for raw milk and pasteurized milk,
 - F) Details of CIP system available.
4. Capacity, type, make and numbers of Milk Pouch Filling Machines.
5. Milk Cold Storage size and capacity.
6. Milk dispatch dock area available near milk cold storage,
7. Details of laboratory facilities available,
8. Details of Refrigeration facilities available such as numbers, type, capacity and make of ammonia compressors, capacity of chilled water tanks, type and capacity of condensers,
9. Capacity, type, make and numbers of Boilers
10. Capacity, type, make & number of D.G set.
11. Capacity of E.T.P
12. Other machinery and equipment available.

Seal & Signature of the Bidder



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-Annexure- "B" (Along with Technical Bid)

S. N	Product	Installed capacity in litres/day or kg /day	Could be spared for processing of SUDHA milk & milk products in case of award of tender
1	Overall processing capacity of the plant		
2	Pouch Milk		
3	Dahi(pouch)		
4	Dahi(cup/Jar)		
5	Lassi(Pouch)		
6	Chaach(Pouch)		
7	Paneer		
8	Peda		

Note: Also attach self declaration for plant having minimum processing capacity of 50000ltr/day.

Seal & Signature of the Bidder



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FINANCIAL BID DOCUMENT

(In separate envelope should be sealed and kept separately in main envelope.)

The Bidder should quote their rates inclusive of all expenses excluding applicable GST.

S. No.	Particulars	Rate in Rs. (In numeral & words both)
1	Milk Processing Charges (For Raw Milk Receiving, chilling, processing, standardization including reconstitution & homogenization, packing, storage & Loading with all other facilities /operations contained in the tender conditions for milk on end to end basis till dispatch at dock point.	Rs..... per Litr
2	For manufacturing & packaging of Chhach, lassi in pouch in Rs/litre	Rs..... per Litr
3	For manufacturing & packaging of dahi in pouch in Rs/litre	Rs..... per Kg
4	For manufacturing & packaging of Curd, Dahi in cup& Jar in Rs/kg	Rs..... per Kg
6	For manufacturing & packaging of Paneer in Rs/kg	Rs..... per Kg
7	For manufacturing & packaging of Peda, in Rs/kg	Rs..... per Kg

Note : (i) Milk and packaging materials for manufacturing of above items shall be provided by COMFED or its cost will be reimbursed by COMFED as the case may be.

Note : (ii) The GST rates as applicable shall be paid extra.

We do certify that above rates include all expenses being incurred in plant and no additional cost shall be charged over and above the rates quoted above except GST and the rate shall remain valid for 180 days from the date of tender.

Seal & Signature of the Bidder