



**BHOPAL SAHAKARI DUGDH SANGH MARYADIT**

**HABIBGANJ, BHOPAL 462024**

AN ISO 9001 : 2000 Certified Organization

E-mail: [gmpant.bsds@gmail.com](mailto:gmpant.bsds@gmail.com)

Phone 0755-2478250-53 Fax : 0755-2450896

**Ref No: 6703/GMPO/CON.2/2023**

**Dated: 27.07.2023**

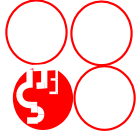
**SHORT TERM E-TENDER (IIIrd Call) FOR CONVERSION OF SURPLUS MILK INTO WMP, SMP AND WHITE BUTTER**

Online tenders for One Years (can be extended for further six months) are invited by Bhopal Sahakari Dugdha Sangha Maryadit, Bhopal for conversion of available surplus skim/whole milk into Whole Milk powder, Skimmed Milk Powder and pasteurized White Butter on work-charge basis. Dairy Plants having adequate milk conversion facilities & additional capacity may submit their rate offer on-line at <https://www.mptenders.gov.in> with complete technical details including existing product manufacture facilities, rates etc., thus strictly adhering to the details prescribed in the tender document. The cost of tender documents is Rs. 2000 /- (Rupees Two Thousand Only). The conversion dairy should be in Madhya Pradesh only.

The tender document can be obtained from the site of M.P e-procurement <https://www.mptenders.gov.in> on remitting online payment. The detailed Tender Form can be seen (only for reference) at our H.O website: [www.sanchibhopal.com](http://www.sanchibhopal.com). Any Changes in tender documents will be notified on above websites only and not at any other sources/platforms, hence bidders are requested to visit the mentioned site regularly. The Chief Executive Officer Bhopal Sahakari Dugdh Sangh Maryadit has all rights to accept or reject any or all bids.

Date and time of tender form purchase online	Last date and time of tender bid submission online	Date and time of opening technical bid	EMD required
28.07.2023 11.00 AM	03.08.2023 03.00 pm	04.08.2023 03.00 pm	5,00,000/-

Chief Executive Officer



**BHOPAL SAHAKARI DUGDH SANGH MARYADIT**

**HABIBGANJ, BHOPAL 462024**

AN ISO 9001 : 2000 Certified Organization

E-mail: [gmlant.bsds@gmail.com](mailto:gmlant.bsds@gmail.com),

Phone 0755-2478250-53 Fax : 0755-2450896

e-Tender for	<b>Converting surplus skim/whole milk into powder/white butter on work-charge basis</b>
Reference No.	6703, Date – 27.07.2023
<i>Cost of Tender Form</i>	<b>Rs. 2000/-</b>
Schedule I	General terms & conditions
Schedule II	Item manufacturing specifications
Schedule III	Technical details
Schedule IV	Rate submission format
Last date and time for purchase of tender document	<b>03.08.2023 Time 2.00 pm</b>
Last date and time for online submission of tender price bid	<b>03.08.2023 Time 3.00 pm</b>
(i) Price bid online (mandatory)	(i) Online at <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>
Address for communication	Chief Executive Officer Bhopal Sahakri Dugdha Sangh Maryadit, Habibganj, Bhopal

## SCHEDULE – I

The Bhopal Sahakari Dugdha Sangh Maryadit, Habibganj Bhopal invites online tenders (e-tenders) from bonafide Milk Conversion plant owners and their authorized representatives for conversion of surplus milk of Bhopal Sahakari Dugdha Sangh Bhopal into Whole milk powder ,Skimmed Milk Powder (SMP) and pasteurized White Butter (WB) on work-charge basis, as per detailed specifications given in the Schedule II of the offer.

The Chief executive Officer, BSDS reserves the right to accept or reject any or all the offers which in their opinion justify such actions without any explanation to the parties thereof.

### **1.0 OFFER SUBMISSION :**

- 1.1 The offers should be submitted online, within the prescribed time & date.
- 1.2 The tenderer will have to submit the technical bid papers online only.
- 1.3 The rates should be quoted in prescribed format in e-tender through **online only**.
- 1.4 The party should clearly mention in the offer their address,e-mail/ telephone nos. Any change in the address should immediately be notified to the office of BSDS.
- 1.5 Individuals submitting the offer and other related documents must specify whether he has submitted as in the capacity of
  - a) the sole proprietor of the firm.
  - b) a partner of the firm, if it is partnership firm, attach partnership deed and Power of Attorney.
  - c) Director of the company if it is in a company signature under company act.

### **2.0 EARNEST MONEY DEPOSIT (EMD):**

- 2.1 The party shall be required to deposit **EMD of Rs. 05 lakhs (Rs. 5,00,000 only)** along with the tender submission. The tender shall not be accepted without a valid EMD.
- 2.2 EMD should be paid online in favor of Bhopal Sahakari Dugdha Sangh, Bhopal.
- 2.3 EMD of successful tenderer will be converted into Security Deposit (SD) and shall be retained till the completion of the tender validity period. No interest will be paid on this security deposit by BSDS.
- 2.4 EMD of rejected parties gets refunded from pool account of MP TENDERS with no interest.

### **3.0 PRICES:**

- 3.1 The rates offered shall be valid for a entire period of contract from the date of tender approval. Period may be extended for maximum up to six months from the date of rate approval depending on satisfactory performance and requirement.
- 3.2 The offered price should be firm, clear and free from any escalations during the validity period.
- 3.3 (i) The tenderer should quote rates for **conversion charges** as per Schedule IV format. As per above schedule point no.,4, 5 and 6 are non mandatory and will not be consider for calculation of Lowest price i.e L1.  
(ii) The lowest rate so finalized will be calculated on the basis inclusive of transportation charges of milk from the nearest point of supply and transportation charges of WMP, SMP and pasteurized WB up to concerning dairy plant storage place.

- (iii) The milk may be supplied from the following points based on availability of surplus milk.

<b>Name of Milk Unions</b>	<b>Main dairy Plant / Chilling center/ mini dairy plant</b>
BSDS	I. – Main Dairy Plant
	II. - Ashta Chilling Center
	III. - Shujalpur Chilling Center
	IV. – Rajgarh Chilling Center
	V. – Narshingarh Chilling Center
	VI. – Pachore Chilling Center
	VII. – Betul Chilling Center
	VIII. – Multai Chilling Center

- (iv) Milk Transportation charges, SMP/WB & WMP transportation charges will be considered while calculating the L1 rate.
- (v) The total expenses per kg milk conversion cost calculation will be inclusive of per kg transportation of milk + Conversion cost per kg of milk + Lifting cost of finished product which may vary for different locations as indicated in above table. The L1 will be decided on these parameters.

- 3.4 Rates should be quoted strictly adhering to specifications of WMP, SMP and WB and recovery norms of Fat and SNF as given in Schedule –II and quoted rates should be excluding GST.
- 3.5 Conversion Quota of whole milk, skim milk can be divided between other bidders on L1 rates.
- 3.6 While deciding the L1 rates prevailing market rate & other sister Dugdha Sangh will be considered and committee may proceed for negotiation with L1.

#### **4.0 INSURANCE:**

- 4.1 Necessary transit insurance shall be arranged by the Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal or qualified bidder's selected for milk for conversion if transportation is done by qualified bidder.

#### **5.0 PAYMENT:**

- 5.1 The successful tenderer will be required to raise bills towards conversion charges on supplier dairy on monthly basis, payment of which will be made within 15 days of their receipt.
- 5.2 Payment shall be made by BSDS through RTGS/NEFT. Bank charges towards the above shall be borne by the successful bidder.

#### **6.0 GENERAL TERMS & CONDITIONS:**

- 6.1 The acceptance of the offer and award of the work order shall be the sole right of the Chief Executive Officer, who does not bind himself to accept any offer in whole or in part or reject any or all offers received without assigning any reasons and no explanation can be demanded of the cause of rejection of the offer by any of the tenderer.
- 6.2 Negligence on the part of the tenderer in submission of the offer confers no right to withdraw the offer after it has been opened. If the successful tenderer fails to accept milk and fails to make WMP/SMP/WB within the stipulated period mentioned in work order without any valid reason, then the order shall be treated as cancelled and EMD/SD/bills lying with milk unions would be forfeited and the firm may even be blacklisted.

- 6.3 The submission of a tender by prospective bidders implies that the bidder has read the notice and terms and conditions of tender and has made himself fully aware of the scope and specifications of the work to be carried out.
- 6.4 Surplus quantity of the milk from BSDS will be sent to private party for conversion only when, the existing powder plant capacity of Gwalior and Indore Milk Unions are exhausted or in case of breakdown of existing allocated powder plant. The quantity for milk to be converted depends on the surplus volume of milk available for conversion only. No claim will be accepted in any case due to variation in the quantity of milk to be converted into WB & SMP, WMP.
- 6.5 The bidder must have **minimum 1,00,000 ltr. milk per day** spare capacity for conversion. After fulfillment of conversion requirement remaining quantity of milk can be provided to other bidder with their consent on the rates of L-I as per the C.V.C guideline and S.P.R.
- 6.6 No person or firm is permitted to submit more than one offer under different names.
- 6.7 The successful bidder shall not contract or assign (sublet) to any other party or parties the whole or any portions of the offer awarded by BSDS.
- 6.8 The successful tenderer will have to execute an agreement with BSDS based on our surplus quantities of milk. Rates approved to the converter shall be firm for the contract period. On any account increase / decrease in rates will not be allowed during the contract period.
- 6.9 Conversion plants will ensure hygienic and sanitary condition for storage of SMP, WMP and WB on plastic planks/pallets in clean and dry place away from sunlight. The place should be free from dust and pest/rodent environment. The deep freeze to be used for storage of WB should essentially fumigated prior to its use, BSDS may inspect the factory as and when required.
- 6.10 Converted products SMP, WMP and WB will be lifted by Bhopal Sahakri Dugdha Sangh Maryadit in 30 days time from the conversion date. The extension of this period can be modified with mutual consent between BSDS and conversion dairy plant.
- 6.11 The converter should offer the quantity to be converted by them on daily basis to concern dairy plant.
- 6.12 **The bidder black listed or whose SMP, White Butter and WMP has been returned earlier from BSDS are not eligible to participate in this bid. Bidder has to submit a Notarized Affidavit on Non Judicial Stamp of Rs. 100/- (Rs. One Hundred only) declaring NO SMP/WB/WMP were return back from BSDS due to poor quality.**

## **7.0 QUALITY CHECKS/PARAMETERS:**

- 7.1 The successful tenderer shall have to carry out job in strict hygienic & sanitary environment conforming to the basic standards laid down under Food Safety & Standards Act 2006 and other rules and regulations prevalent. Violation of any clause of different Acts shall be the sole responsibility of the successful tenderer. The FSSAI license for WB and SMP/WMP is mandatory for all the bidders.
- 7.2 WMP & SMP shall have to be manufactured BIS marked and WB as per specifications and recovery norms of Fat and SNF as given in Schedule II of the tender document. The BIS certificate for WMP & SMP is mandatory for all the bidders.
- 7.3 WB manufactured shall be stored in such a way that it should attain a temperature of -18° C within 10 days from the date of manufacture. At the time of dispatch the body temperature of WB should be -18° C. For every 1° C increase in the temperature of WB will be penalized with Rs.0.05, per Kg.

7.4 The successful tenderer shall ensure the availability of all manufacturing and testing facilities at the factory premises and maintain them properly including their calibration and stamping at regular interval to ensure precision testing. Milk is to be tested using a long stem Lactometer at 27°C and formula to be followed for SNF% calculation shall as below :

(i) In whole milk

$$\text{SNF}\% = \frac{\text{CLR}}{4} + \text{Fat}\% \times 0.25 + 0.44$$

(ii) In skim milk

$$\text{SNF}\% = \frac{\text{CLR}}{4} + \text{Fat}\% \times 0.25 + 0.60$$

7.5 WMP and SMP be packed in quantities of 25 kg primarily in bags of food grade polyethylene (see IS 10171) of minimum thickness 0.05 mm. The bags should be properly closed by tying with a string or a rubber band and shall be subsequently encased in secondary outer packing in any of the following:

a) Sacks conforming to IS 11824

b) Multi walled Kraft paper, such as crepe Kraft paper bags of not less than 80 GSM grade lined with Hessian cloth having a mass of 270 GSM and having two inner layers of plain Kraft paper of not less than 80 GSM.

Incase packing material is provided by BSDS, no losses in packing material will be accepted.

7.6 White Butter be packed in 20 Kg with food grade unprinted PVC liner in corrugated boxes made of 5 ply, each ply should be of 150 GSM with the box bursting strength of minimum 12 kg/sq.cm.

7.7 If packaging material is not provided by BSDS, the successful tenderer/ conversion plant will have to arrange for packing material as per the given specification and printing materials after securing approval of BSDS. Bidder will attach a separate sheet showing cost of packaging material for White butter & SMP as mentioned in 7.5 & 7.6. If needed L1 bidder will be invited for Negotiation.

7.8 It will be the responsibility of the successful bidder to ensure unloading of milk of affiliated to BSDS immediately on receipt and testing of milk within 3 hours. In case of inordinate delay in unloading of tanker, BSDS may impose penalty in lieu of disruption in working schedule and associated direct or indirect losses.

7.9 Successful bidder will ensure the maximum limit of moisture% in WMP and SMP is as per the given specifications. Any increase in moisture%, the affiliated milk union will impose prorata deductions on less SNF in SMP, which will be calculated on the basis of Rs. 320/- per kg SNF (including GST) + Rs 100 per kg as penalty or current rate which is higher at that time.

The successful bidder will ensure to supply white butter Fat as per the given recovery norms in case of short receipt of white butter Fat and fat % in WMP, the milk union will impose prorata recovery for the less quantity Fat received, which will be calculated on the basis existing milk purchase rate as per kg fat + Rs. 100 per kg as penalty.

7.10 It will be responsibility and liability of successful bidder to ensure that WMP, SMP and WB manufactured & supplied to BSDS is of the same milk received from BSDS. Successful bidder should ensure appropriate coding of batch nos. of WMP,SMP and WB and should keep record of corresponding raw material, i.e. name of source, quantity and quality report so that back tracing of sources of ingredients i.e. raw material used in particular batch should be available at the plant.

- 7.11 The authorized representative of BSDS shall inspect the premises in regard to sanitation and hygienic practices, conditions, records regarding the quality of raw milk, quality and manufacture of WMP, SMP and White Butter, packaging materials, packaging practices etc as may be directed by the authority.
- 7.12 Random testing of WMP, SMP and White Butter produced will have to be carried out by the BSDS in NABL accredited Labs and these result should comply with BIS standards and the specifications mentioned in Schedule II. Random inspection will be done by BSDS/MPCDF officers at allotted dairy powder plant if they found any deviation with respect to tender terms condition committee may propose to debar/blacklist the conversion plant.
- 7.13 If manufactured white butter and SMP is not found up to the mark of desired quality standard, then his Quota will be allotted to second party or vice verse.

## **8.0 INSPECTIONS :**

- 8.1 All the SMP/WB/WMP produced are subject to inspection before acceptance. If they are rejected on quality grounds, then successful bidder will have to manufacture SMP/WB/WMP from own resources and supply equivalent quantity of SMP/WB/WMP as per standards or the landed cost of milk supplied will be recoverable from the successful tenderer. BSDS inspection report in this regard shall be treated as FINAL. If not done then work order will be canceled and penalty will be imposed.
- 8.2 An inspection of the works and factory of the successful tenderer shall be performed by a team of Bhopal Dugdha Sangh officers & experts to ensure all the parameters, machinery, plant, equipments and requirements as per FSSAI's GMP & GHP provisions. In case of any discrepancy or shortcomings the work order will be cancelled, the EMD will be forfeited & the firm will be black-listed.

## **9.0 QUALITY & TESTING VARIATION**

- 9.1 In case of variation in quality of milk (Fat and SNF). The tenderer have to intimate immediately to CEO of BSDS. Such type of issues shall be resolved after only written consent/approvals mutually, in due course.
- 9.2 In failure of clause 9.1 by successful bidder the testing and quality report of BSDS will be final and binding.
- 9.3 Successful bidder has to supply SMP, WMP & White Butter manufactured from milk supplied from BSDS.
- 9.4 Successful bidder will have to provide manufactured White Butter, SMP & WMP immediately after manufacturing.
- 9.5 Received SMP, WMP & White Butter if found Unsatisfactory on Quality parameters, goods will be returned back and transportation cost will be charged. If second time it happens double transportation cost will be charged & continuation of it, BSDS will black list the bidder.

## **10.0 TERMINATION OF CONTRACT:**

- 10.1 If any act of commission or omission of successful bidder brings the Milk Union to a situation of dispute, the BSDS shall be competent to debar/blacklist the successful bidder from further business and Security Deposit also shall be forfeited.

## **11.0 CONSEQUENCES OF BREACH OF AGREEMENT:**

11.1 If the authorized person of the conversion plant or a partner in the contract/tendering firm commit breach of any of the conditions of agreement it shall be lawful for the CEO of Milk Union to cancel the contract and recommend for forfeiture of the Security Deposit lying with BSDS.

## **12.0 DISPUTE ARBITRATION & FINAL AUTHORITY:**

12.1 It should be clearly understood that in the event of a successful tenderer failing to accept and execute the supply order, then decision of the Chief Executive Officer, Bhopal sahakari Dugdha Sangh Mydt., in this respect will be final and binding on the successful tenderer.

12.2 In any case of dispute between material/services supplier and Bhopal Sahakari Dugdha Sangh matter will be presented to MD, MPCDF for resolution.

12.3 All disputes between tenderers and BSDS matter will be put to MD, MPCDF for resolution. In case no resolution action will be taken as per Arbitration Act. 1996.

12.4 For all disputes, the venue for legal course shall be at Bhopal.

12.5 If the tender opening date become any govt. holiday then the next day may considered for tender opening.

**Chief executive Officer**



## SCHEDULE - II

### Specifications of Whole Milk Powder ,Skimmed Milk Powder and White Butter

#### (A) Skimmed Milk Powder

Particulars	SMP
(i) BIS Specification	IS:13334 (Part 1)
(ii) Moisture % by mass max	3.5%
(iii) Total solids (milk solids) % by mass min.	96.5%
(iv) Fat % by mass	Less than 1.25%
(v) Milk Protein in Milk solid not fat, percent by mass	Min 34%
(vi) Insolubility Index Max	1.5 ml
(vii) Total Ash (on dry basis, percent by mass max	8.2
(viii) Titratable acidity (lactic acid), percent by mass max	1.5
(ix) It should be free from any neutralizer/adulterant	
(x) Bacterial count not more than per gm.	50,000
(xi) Coliform count in 0.1 gm	Nil

#### (B) Pasteurized White Butter

- (i) Fat percent between 82% to 85%.
- (ii) Yeast and mould counts not more than 20 per gm.
- (iii) Titratable acidity 0.04% LA. max.
- (iv) Coliform not more than 5 per gm.
- (v) FFA not more than 0.3%
- (vi) BR reading at 40°C: 40-43
- (vii) RM value minimum – 28

The method of sampling and testing for butter shall be carried out as per the IS 3507 (1966).

#### (C) Whole Milk Powder

Particulars	SMP
(i) BIS Specification	IS:1165 :2002
(ii) Moisture % by mass max ( as required by MPCDF)	3.0%
(iii) Total solids (milk solids) % by mass min.	97%
(iv) Fat % by mass	26%
(v) Milk Protein in Milk solid not fat, percent by mass	Min 34%
(v) Insolubility Index Max	2.0 ml
(vi) Total Ash (on dry basis, percent by mass max	7.3
(vii) Titratable acidity (lactic acid), percent by mass max	1.2
(viii) It should be free from any neutralizer/adulterant	
(xi) Bacterial count not more than per gm.	40,000
(x) Coliform count in 0.1 gm	Nil

(D) **Fat and SNF recovery norms :**

**For Skim Milk powder**

<b>From Whole Milk</b>		<b>From Skimmed Milk</b>
<b>Fat Recovery</b>	<b>SNF Recovery</b>	<b>SNF Recovery</b>
99% Milk Fat to Fat in WB	SMP of 101.7% with 3.5% Moisture SNF to SMP	SMP of 101.7% with 3.5% Moisture SNF to SMP

(E) **For Whole Milk powder**

<b>From Whole Milk</b>	
<b>Fat Recovery</b>	<b>T.S Recovery</b>
99% Milk Fat to Fat in WB	WMP of 101.2% with 3.0 % Moisture T.S to WMP

### **SCHEDULE III**

*(To be submitted along with the offer)*

#### **: Form of General and Technical details of the tenderer:**

**A General Information :**

I/We hereby furnish following particulars about my/our unit (s)

1. Name of unit : M/s. \_\_\_\_\_
2. Address of the unit : 1. Office \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
2. Factory \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Name of Proprietor/Partner(s)/ Director : 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_
4. Name with designation of the person authorized (if any) to sign the documents on behalf of the unit. : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Telephone Nos. & Mobile No. : Office \_\_\_\_\_  
Factory \_\_\_\_\_  
Fax no. \_\_\_\_\_  
e-mail \_\_\_\_\_
6. Particulars of the registration certificate issued by the competent authority, Registration No. & date : \_\_\_\_\_  
\_\_\_\_\_
7. G.S.T No. : \_\_\_\_\_ dated \_\_\_\_\_  
(furnish a photocopy)
8. PAN (furnish a photocopy) : \_\_\_\_\_
9. Whether the unit or sister concern unit or any unit of their Proprietorship or Partnership, (if any) has been Blacklisted/debarred or penalized by any Central or State Government Organization or Cooperative Organization at any time. : Yes / No  
If the reply is 'yes' please give details below  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. FSSAI license no. for WMP, W/B & SMP : \_\_\_\_\_  
(furnish a photo copy of license)
11. Whether valid license for ISI mark WMP and SMP manufacture is available (furnish a photo copy of license) : \_\_\_\_\_  
\_\_\_\_\_
12. Valid factory license detail (Enclose Photocopy) : \_\_\_\_\_  
\_\_\_\_\_
13. Certificate of No return of poor Quality of WB/SMP/WMP (Rs. 100/- Stamp Paper) : .....  
.....

Seal & Signature of the tenderer

**B Technical Information :**

1. Names of products/fluid milk being manufactured and packed at the works with brand name (s) :

\_\_\_\_\_

\_\_\_\_\_

2. Whether the tenderer is engaged in pouch milk marketing :

\_\_\_\_\_

3. Details of other dairy units whose milk has been converted into products in last 3 years :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Milk processing and products manufacturing capacity of the plant :

Milk : \_\_\_\_\_

WB : \_\_\_\_\_

SMP : \_\_\_\_\_

WMP : \_\_\_\_\_

Shelf Life of products manufactured

WB : \_\_\_\_\_

SMP : \_\_\_\_\_

WMP : \_\_\_\_\_

5. Spare capacity of plant being offered for conversion :

\_\_\_\_\_

\_\_\_\_\_

6. Details of WB manufacturing & storage facilities :

CBM make & capacity :

\_\_\_\_\_

Butter churn make & capacity :

\_\_\_\_\_

Deep freeze chambers with temperature (°C) and capacity (MT):

\_\_\_\_\_

7. Details of SMP and WMP manufacturing & storage facilities:

Type and make of spray dryer : \_\_\_\_\_

Capacity : \_\_\_\_\_

Fuel used : \_\_\_\_\_

Type of air heating system : \_\_\_\_\_

Capacity available for storage of SMP and WMP:

\_\_\_\_\_

\_\_\_\_\_

Seal & Signature of the tenderer

## SCHEDULE IV

*(RATES SHOULD BE SUBMITTED IN THIS FORMAT Online Only)*

### FINANCIAL BID

S.No.	Items	Rate (Rs. per kg)		
		Bare rate	Tax Applicable	Total
1.	Conversion charges of SMP (BIS marked) as per given specifications inclusive of all taxes			
2.	Conversion charges of WMP (BIS marked) as per given specifications inclusive of all taxes			
3.	Conversion charges of Pasteurized White Butter as per given specifications inclusive of all taxes			
4.	Cost of packing material for SMP (if packing material is supplied as per given specification) inclusive of all taxes.			
5.	Cost of packing material for WMP (if packing material is supplied as per given specification) inclusive of all taxes.			
6.	Cost of packing material of WB (if packing material is supplied as per given specification) inclusive of all taxes			

Note: - Only points 1, 2 and 3 will be taken for calculation of the conversion cost./;

----- 000000 -----

## AGREEMENT

THIS AGREEMENT IS MADE THE DAY on ..... for a period of One Year w.e.f. .... to ..... at Bhopal between Bhopal sahakari Dugdha Sangh Maryadit, Bhopal, a Cooperative Society registered under M.P. Co-operative Societies Act 1960, having registered office at Habibganj, Bhopal-462024 (MP), hereinafter called the First Party.

AND

Successful Bidder M/s ..... hereinafter called the Second Party.

Whereas Bhopal Sahakari Dugdha Sangh, has approached M/s ..... proposing to deliver liquid Skim Milk/Whole Milk to M/s ..... for conversion into milk product viz. Skimmed Milk Powder (SMP), Whole Milk Powder (WMP) and White Butter and the Second Party has agreed to carry out the conversion, on the following rates, terms and conditions and deliver the converted milk product to the First Party as per the tender terms and conditions of tender document dated ..... of BSDS (copy enclosed and notarized).

1. The First Party will pay milk conversion charges @ Rs. .... per kg. for SMP & @ Rs. .... for per kg WMP; Rs. .... per kg for White Butter.
2. The above rates are exclusive of packing material which will be provided by BSDS. In case BSDS does not provide the packing material, then the packing material charges will be paid separately for butter @ Rs. .... per kg, SMP @ Rs. .... per kg and WMP @ Rs. .... per kg.
3. The above rates are inclusive of all taxes excluding GST.
4. The conversion charges include cost of manufacturing, packing, storage and handling of milk and milk products.
5. The recovery norms of Fat & SNF for whole milk and skim milk shall be exactly as those stipulated in the tender document of BSDS (Schedule-II)
6. The rates will be effective from ..... and will be valid for a period of .....
7. Testing of milk, specifications of WMP, SMP & WB, recovery norms of Fat & SNF from whole milk and skimmed milk, storage of WMP, SMP & WB, lifting and payment terms etc. shall be as specified in the tender document & SCHEDULE-II as follows .

### SCHEDULE - II

#### Specifications of Whole Milk Powder, Skimmed Milk Powder and White Butter

##### (A) Skimmed Milk Powder

Particulars	SMP
(i) BIS Specification	IS:13334 (Part 1)
(ii) Moisture % by mass max	3.5%
(iii) Total solids (milk solids) % by mass min.	96.5%
(iv) Fat % by mass	Less than 1.25%
(v) Insolubility Index Max	1.5 ml
(vi) Total Ash (on dry basis, percent by mass max	8.2
(vii) Titratable acidity (lactic acid), percent by mass max	1.5
(viii) It should be free from any neutralizer/adulterant	
(xi) Bacterial count not more than per gm.	50,000
(x) Coliform count in 0.1 gm	Nil

**(B) Pasteurized White Butter**

- (i) Fat percent between 82% to 85%.
- (ii) Yeast and mould counts not more than 20 per gm.
- (iii) Titratable acidity 0.04% LA. max.
- (iv) Coliform not more than 5 per gm.
- (v) FFA not more than 0.3%
- (vi) BR reading at 40°C: 40-43
- (vii) RM value minimum – 28

The method of sampling and testing for butter shall be carried out as per the IS 3507 (1966).

**(C) Whole Milk Powder**

Particulars	SMP
(i) BIS Specification	IS:1165 :2002
(ii) Moisture % by mass max ( as required by MPCDF)	3.0%
(iii) Total solids (milk solids) % by mass min.	97%
(iv) Fat % by mass	26%
(v) Milk Protein in Milk solid not fat, percent by mass	Min 34%
(v) Insolubility Index Max	2.0 ml
(vi) Total Ash (on dry basis, percent by mass max	7.3
(vii) Titratable acidity (lactic acid), percent by mass max	1.2
(viii) It should be free from any neutralizer/adulterant	
(xi) Bacterial count not more than per gm.	40,000
(x) Coliform count in 0.1 gm	Nil

**(D) Fat and SNF recovery norms :**

**For Skim Milk powder**

From Whole Milk		From Skimmed Milk
Fat Recovery	SNF Recovery	SNF Recovery
99% Milk Fat to Fat in WB	SMP of 101.7% with 3.5% Moisture SNF to SMP	SMP of 101.7% with 3.5% Moisture SNF to SMP

**(E) For Whole Milk powder**

From Whole Milk	
Fat Recovery	T.S Recovery
99% Milk Fat to Fat in WB	WMP of 101.2% with 3.0 % Moisture T.S to WMP

- 8. The First Party will send milk for conversion on availability. However, it will be informed advance.
- 9. The waiting time of the tanker should not be more than 3 hours.
- 10. The above rates are clear and free from all escalations.
- 11. All Transit Insurance shall be arranged by the First Party.

12. Whole Milk Powder, Skim Milk powder and white butter manufactured should be lifted within 30 days from the conversion point after quality testing as per the tender norms.
13. In any case of dispute between material/services supplier and Bhopal Sahakari Dugdha Sangh matter will be presented to MD, MPCDF for resolution.
14. All disputes between tenderers and BSDS matter will be put to MD, MPCDF for resolution. In case no resolution action will be taken as per Arbitration Act. 1996.
15. For all disputes, the venue for legal course shall be at Bhopal.

All the other terms and conditions will be as per the tender documents dated ..... Which is a part of this agreement and the same is attached herewith for affixing your seal and signature.

Signature:

Signature:

Ind party

I st party

Name \_\_\_\_\_

CEO

Address \_\_\_\_\_

Bhopal Sahakari Dugdha Sangh Maryadit  
Habibganj Bhopal – 462024

(Seal)

(Seal)

Witness:

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



## AFFIDAVIT

To Whom so ever it is concern. This is to certified that our concern has not received back any White Butter, SMP & WMP from BSDS due to poor quality.

Name of Concern.

Signature -