

भोपाल डेरी प्लांट, हबीबगंज, भोपाल - 462 024 म.प्र. (भारत) BHOPAL DAIRY PLANT, HABIBGANJ, BHOPAL - 462 024 M.P. (INDIA) PBX (0755) 2478250, 51, 52, 53 FAX No. (0755) 2450896, E-mail: bsdsim@gmail.com, sanchi.bhopal@gmail.com

### E-Tender for Manufacturing of Packaged Soanpapdi sweets

Inviting E-tender for the Manufacturing of packaged Soanpapdi sweets. The description of the tender process such as Bid Opening, closing and detailed information about the terms and conditions of work of the participating tenderer can be obtained for review from the website of MPCDF Bhopal www.sanchidairy.com.

The right to accept or reject any tender will rest with the Chief Executive officer,. If any correction/amenmends is found in the tender, the same will be published only on the MPCDF Bhopal website www.sanchidairy.com & www.mptenders.gov.in. It will not be published/considered by any other medium.

Chief Executive Officer

# Manufacturing of Packaged SOANPAPDI SWEETS Year 2024-2027



## भोपाल सहकारी दुग्ध संघ मर्यादित BHOPAL SAHAKARI DUGDHA SANGH MARYADIT.



(मध्यप्रदेश सहकारी सोसायटीज अधिनियम १९६० के अधीन पंजीकृत) GSTIN - 23AAAAB0221D1ZW

भोपाल डेरी प्लांट, हबीबगंज, भोपाल - ४६२ ०२४ म.प्र. (भारत)

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### Tender form for the work of manufacturing for Soanpapdi sweets

| Sr.no. | Description                  | Proceeding details                       |
|--------|------------------------------|--|
| 1.     | Bid Opening Date & Time      | Date 19.09.2024 at www.mptenders.gov.in, |
|        |                              | with tender form cost of Rs.1000/- from  |
|        |                              | 02:00 PM                                 |
| 2.     | Bid Closing Date & Time      | Date 09.10.2024, Time 12:00 Noon         |
| 3.     | Technical Bid Opening date & | Date 10.10.2024, Time 12:00 Noon         |
|        | Time                         | Online                                   |
| 4.     | EMD                          | EMD amount Rs.50000/- (Fifty Thousand    |
|        |                              | Rupees only) submit online & attached    |
|        |                              | reciept                                  |

As per the above description, tenderer will have to download the the tender form online from the website shown above then read all the necessary details and terms and conditions of manufacturing of Packaged sanchi Soanpapdi sweets mentioned in the tender form in details so that the society can avail the tender form in its form, the tender from for online purchase at the value of Rs 1000/should be uploaded and submitted online along with the EMD amount on the precribed date and the time by attaching the documents, the tender received will first be subjected to the required specifications and after that the tender will be proceed as per the procedure. the right to accept or reject any tender will rest with the Chief Executive officar, Bhopal Sahakari Dugdh Sangh. The tenderer's contract period will remain effective for Three years on completion of the said period, if the performance of the tenderer is satisfactory, the right to extend the contract period of another 2 yrs (1+1) on the same terms and conditons will vest with the chief executive officer. If any correction/amenmends is found in the tender, the same will be published only on the MPCDF Bhopal website www.sanchidairy.com www.mptenders.gov.in. & It will not be published/considered by any other medium.

Chief Executive Officer

### **Essential Qualification**

TO,

Chief Executive Officer, Bhopal Sahakari Dugdh Sangh, Bhopal

Sir,

Under the scope of Bhopal Sahakari Dugdh Sangh E-tender for Manufacturing of Soanpapdi sweets Item in Bhopal Milk Union Jurisdiction. with reference to the E-tender published in various news paper on date ........... Manufacturing of packaged Soanpapdi sweets, I request that I have read and understood all the conditions & instructions mentioned in the tender form. If my tender is accepted as per the rules, I agree to work as per the condition set by you.

| Sr.no | Essential Qualification  | Description | Mandatory Documents  |
|-------|--|-------------|--|
| 1     | Name of the Tenderer<br>(Firm/Company/Partnership/Owne<br>rship/JV/Consotium)/   |             | Mention Name of the Tenderer (Firm/Company/Partnership/Owner ship/JV/Consotium)  |
| 1.1   | Must be legally authorised to fill the tender on behalf of company.  |             | Original copy of the power of attorney of the person signing the tender of behalf of the sole proprietor/company, attested and certified by a notary. Not necessary in case of owner/proprietor submit the tender himself. |
| 1-2   | It is Mandatoty for the bidder to have Pan card Number   |             | Attached photocopy of pancard  |
| 1-3   | (Firm/Company/Partnership/Owne rship/JV/Consotium) Attached Appendix No. 1&2   |             | Attched Appendix no. 1 & 2   |
| 1.5   | Tendere (Firm/Company /Partnership /Ownership/JV/Consotium) should have never been black listed by any government/non government organisation and should not have been blacklisted by the police. there is no case pending in the court. |             | Submit an affidavit of proof on notarized stamp on Rs 100/ the format of the affidavit is attached on form no.04 of the tender.  |
| 1.6   | Tenders (Firm/Company/Partnership/Owne rship//JV/Consotium) should have minimum 03 years of experience in Manufacturing of Packaged Soanpadi Sweets.   |             | Submit an affidavit of proof on notarized stamp on Rs 100/ the format of the affidavit is attached on form no.05 of the tender.  Regarding Experience, Read clause 7 on appendix no.02                                     |

| 1.7  | Ii is mandatory for the tenderer to attach to turnover for the financial year 2020-21,2021-22 and 2022-23 | Attached the copy of Profit & Loss of the Said company, certified by a CA, of minimum turnover of 100 lacs in the Financial Year 2020-21,2021-22 & 2022-23. |
|------|---|---|
| 1.8  | Tenderer should have GST NO.  | Attached a copy of GST No.  |
| 1.9  | It is Mandatory to attached the receipt of Rs.50000/- EMD amount Deposited through online payment.        | Attached EMD receipt.   |
| 1.10 | Attched copy of MSME<br>Certificate   | For the MP State enterpreneurs. Attached MSME cerificate. No EMD will be required in case of MSME Enterpreneurs.  |
| 1.11 | Tenderer Should have FSSAI  | Attached a copy of FSSAI  |
| 1.12 | It is Mandatory to attached the receipt of Rs.1000/- Tender Form Cost.                                    | Attach tender form Receipt.   |

- Note- 1. All the above documents should self certified by the tenderers. if any documents not attached by the tenderers and not self certified by the tenderers, tender will be Rejected.
  - 2. Bidders should fullfill Above technical Bid. In appendix no. 02. terms and conditions of the tender where all necessary documents are mentioned. bidders will have to submit with Technical Bid.

| Name of th  | e Tendrers |  |
|-------------|------------|--|
| Address-    |            |  |
|             |            |  |
| -           |            |  |
| Contact no. |            |  |

# Terms and conditions of Manufacturing of Packaged SOANPAPDI SWEETS Items

- 1. The successful bidder will have to execute the contract on Notarized Stamp of Rs.1000/-.
- **2.** Manufacturing of packaged SOANPAPDI SWEETS to sanchi or any agency appointed by sanchi on its behalf on an exclusive basis SOANPAPDI SWEETS brand name.
- **3.** Only Madhya pradesh MSME entreprenures will be free from EMD amount but they have to submit MSME certificate in the tender. without submitting the MSME certificate. Tender will not be accepted.

### 4. Contract Period-

The tenderer's contract period will remain effective for Three year on completion of the said period, if the performance of the tenderer is satisfactory, the right to extend the contract period of Two Years (1+1) on the same terms and conditions will vest with the chief executive officer.

### 5. Security Deposit –

Approved bidder will have to pay security deposit of Rs.100000/- (One Lakh Rupees Only) through Demand Draft or RTGS which will be payable in the name of "Bhopal Sahakari Dugdh Sangh Mydt. Bhopal". EMD amount will be adjusted in Security Amount. No interest will be paid at cash Security Deposit.

#### 6. Arbitration-

If any dispute arises between the parties in respect of this work. The case may submitted to Managing Director, MPCDF for review, In case of no resolution, Proceeding will be conducted as per provision of the Arbitration Act of 1996.

- 7. The Jurisdiction of this contract will be in the Bhopal city court.
- **8.** There will be no change even if any surprise holiday is announced at the time of receipt of tender. If the date fixed for opening of technical bid or financial bid of the tender is declared holiday then the bids of the relevant day of the respective tender will be opened at the pre-determined time ob the next working day.

### 9. Inspection

All the material supplies are subject tot inspection at our stores before acceptance. If goods are rejected due to defective or wrong supply, the reports of our authorised official in this respect shall be final and no correspondence other subject would be entertained. If the material is not found as per the

specification of BSDS Bhopal the consignment will be rejected shall not be returned. Supplier will be informed regarding rejection by post/e-mail. Supplier should attend this office with in 15 days of the reciept of intimation so that the material could be rechecked and destroyed in his presence. If the supplier doesn't attend this office on time then the material will be destroyed by Bhopal Sahakari Dugdh Sangh Mydt. No payment shall be made against the rejected material.

### **10.No Deviation Clause**

No Deviation will be accepted in any mandatory terms conditions and specification of the tender. In case any deviation is found after opening of technical bid and commercial bid tenderer will debarred from the tender process and Chief Executive Officer, Bhopal Sahakari Dugdh Sangh reserves the right to reject any or all tenders on the basis of any deviations.

### 11.Payment

Bhopal dugdh Sangh will make 70% advance payment against purchase order of goods demand to the Successful bidder and rest 30% of the payment will be paid by the Dugdh Sangh after delivering goods to the successful bidder. Although remaining payment after receipt and acceptance of material in our stores with in a period of about 15 days after receipt. Such payment shall be made through accounts payee checques/RTGS.

### 12. Liquidated Damages-

Successful tenderers will have to supply materials on given time. If timely supply is not to be done then following penalty will be charged...

| S.No. | Delay Period          | Penalty Amount |
|-------|-----------------------|----------------|
| 1.    | Till 15 Days          | 1% of cost     |
| 2.    | Between 16 TO 30 Days | 2 % of cost    |
| 3.    | After 30 Days         | 5 % of cost    |

- 13. If any tenderers want to get any information or queries, objections about this tender. they can contact on Bhopal Dugdh Sangh office at any working time between 10 am to 6 pm. two days before opening of tender. No queries and objections will be accepted after opening of tender.
- **14. Price variation** If any tenderer wish to rate subject to price escalation clause of raw material. they may do so by clearly indicating the technical bid. In case of tenderer opting for offering prices subject to price escalation clause of raw material then...

- (A) The tenderer shall have to submit the current price of the raw material as on the date of tenderer along with sufficient authentic price from the manufacturer of the raw material.
- (B) The approved bidder will have to submit revised price of raw material where ever revision takes place.
- (C) The revision in the rates will be considered only for nearest raw material depot of approved bidder plant location.
- (D)Accordingly the approved prices of material shall be revised upwardly or downwardly to the extent of the raw material component of the material.
- (E) Bidder should send the current raw material price list along with all time of supplies were effected. However Bhopal Sahkari Dugdh Sangh reserve the right to approve the rates offered with or without to price escalation clause.
- **15.** This is online tenders so tenderers should read and go through all terms and conditions very carefully and submit all the nesessary documents as well EMD amount through only online. Physical documents will not be accepted and tender will be rejected automatically.
- **16.**(a) Bidder may be sole properitorship a company registered under the Companies Act 1956 or a Partnership Firm registered under Indian Partnership Act 1932 or Limited Liability Partnership Act 2008,

### 1. Technical eligibility criteria for opening of financial bids:

A. Technical capacity: For demonstrating technical capacity and experience the BIDDER shall, over the past 3 (three) financial years 2020-21, 2021-22 & 2022-23

Have relevant Job work experience of at least 3 years (three years) of fully automatic Soanpapdi sweets manufacturing plant.

In case of consortium, maximum number of partners may be four (4). The lead partner shall have minimum 51% stake in this consortium. At least one of the partners should qualify eligibility criteria as mentioned above.

Must have ISO licence within 3 months of operation.

B. Financial Capacity: For each project that the bidder wishes to qualify for, the bidder shall have

A minimum total turnover of Rs.100 Lakhs during last financial years.

Details of Experience: (a) The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years, 2020-21, 2021-22,2022-2023).

- (b) The Bidder must provide the necessary information relating to Technical Capacity
- (c) The Bidder should furnish the required project-specific information and evidence in support of its claim of Technical Capacity.
- 2. The successful Bidder will have to prepare art work and necessary design of Soanpapdi sweets items and other packaging material as well at his own cost. No additional cost would be paid by the Dugdh Sangh regarding this.

- 3. The bidder will mentioned online rates of Soanpapdi sweets items including their all necessary expences & taxes. The successful bidder shall not be entitled for other expenses except only approved rates in the contract.
- 4. No rates shall be changed between the contract period. If the prices of raw material increase in the market, the approved rates of tender can be changed on tha basis of the prices increased in the market & on this basis MRP, Distributor margin, retailer margin will also be revised.
- 5. The successful bidder will have to bring materials at FOR in the main plant of Bhopal Sahkari Dugdh Sangh Maryadit, Habibganj , Bhopal (Madhya Pradesh).

### 1. Technical Specification of Manufacturing of Soanpapdi sweets

Soanpapdi must be prepared by kneading the prepared sugar syrup on wooden frame to form a rope like texture by beating and twisting the sugar syrup followed by the addition of besan mix at predetermined time interval and drying of soanpapdi is done to obtain the flakes of Soanpapdi.

2. Shelf Life. The packaged soanpapdi sweets food shelf life shall be 90 days from the manufacturing date.

### 3. Selection of Raw material:

Soanpapdi should be prepared by required raw material like such as gram flour, plain flour maida, ghee, sugar, milk, cardamom seeds (crushed coarsely), almonds, pistachios, pumpkin seeds, cantaloupe seeds, watermelon seeds and other essential material.

### 4. Packaging:

Soanpapdi must be packed in plastic containers sealed by shrinkage packaging. Soanpapdi must be marked with all the required information on their packaging.

- 5. As per legal metrology (Packaged commodities) rules 2011 there is permisible error limit of 3% for the package of 300gm to 500gm pack.
- **6.** The soanpapdi should also have attractive texture and pleasant flavour taste. These should be free from insects, insect residues, rodent hair and excreta and fungal infestation.
- 7. Marking- The following particulars shall be clearly and indelibly marked on each pack of Soanpapdi on the outer side of the wrapper. Printing shall be done by using non toxic and non penetrating/non transferable ink:-
  - (a) Description of ingredients
  - (b) Name and address of manufacturer
  - (c) Trade name, if any Mass of the loaf when packed
  - (d Any added ingredients such as preservatives, emulsifiers, dough conditioners nutrients etc.
  - (e) Date of manufacture.
  - (f) Date of Expiry.
  - (g) Symbol for veg food.

### PHYSICOCHEMICAL PARAMETERS

| Protein Value              | The Protein value should be in the range   |
|----------------------------|--|
|                            | of 5gm to 7.33gm /100gm.                   |
| Fat                        | The Fat content of soanpapdi should be in  |
|                            | the range of 21 gm to 28g/100gm.           |
| Energy Value               | Energy Value should be in the range of     |
|                            | 529 kcal/100gm.                            |
| Cholestrol                 | It should be as lowest as in Soanpapdi     |
| Saturated Fatty acids      | It should be as lowest as in Soanpapdi     |
| Sugar                      | It should be in the range of 37g to 40gm   |
| Sodium                     | It should be as lowest as in the soanpapdi |
| Transfat                   | Transfat should not found in Soanpapdi     |
| <b>Total Carbohydrates</b> | Carbohydrates should be 61gm/100gm         |
| Yeast & Mould              | It should be as lowest as in Sonpapdi      |

### **Hygiene Requirements**

The Soanpapdi shall be prepared in premises maintained in a hygienic condition, which shall be open to inspection at any time by a competent authority.

### **Inspection**

An inspection shall be carried out by the competent authority of Supplies and Transport or an officer acting on his behalf on all supplies tendered for acceptance. The decision of this officer shall be final.

### **Methods of analysis**

The methods of analysis shall be those as laid down as per FSSAI.

### **Machinery**

The Soanpapdi should be manufactured and prepared by the required essential machines as per norms.

In addition to rest of the nesseccary machinery will setup as per requirements.

### Mandatory requirements of FSSAI

All mandatory requirements of FSSAI, as amended from time to time, pertaining to the above product shall be complied with.

### **HYGIENE REQUIREMENTS**

1. <u>Site</u>. The soanpapdi sweets unit shall preferably be situated in an open, clean and healthy locality. The grounds of the premises surrounding the factory building should be clean and preferably paved or turfed to lay the dust.

### 2. Building

- (a) <u>Structure</u>. The building shall be of permanent nature and shall be of brick and lime plaster, cement, concrete or any other material which ensures cleanliness. Construction of building shall be such that it shall be rodent proof, fly proof and bird proof. The building and yard, with fittings and equipment should be kept free from breeding places of flies and other insects by eliminating cracks and crevices, as well as by routine and thorough cleaning.
- (b) <u>Ventilation and lighting.</u> The unit shall be adequately lighted and ventilated, keeping in mind the number of workers, their hours of work and nature of operation.
  - 3. <u>Floor.</u> The floor shall be washable with sufficient drainage facility and it shall be impervious to water and not affected by weak acids, alkalies or steam.
  - 4. <u>Internalwall</u>. The internal wall shall be smooth, it should be tiled or cement plastered or made of any other impervious material. Where wash basins, sinks are installed, the walls shall be tiled or made impervious to water upto the height of wash basin to safe guard the wall from water seepage.
  - 5. Ceiling. The ceiling shall be kept clean.
  - 6. <u>Maintenance and repairs</u>. The building shall be maintained in a proper state of repairand cleanliness. Whenever required it shall be lime washed, painted, disinfected and/or deodorized.
  - 7. There shall be no cobwebs in any part of the unit.

- 8. Preparation and filling table shall be of wooden tops or covered with Aluminium or stainless sheets or otherwise made impervious to water as far as practicable. All surfaces coming into contact with the food shall be free from pits, crevices and loose scale and shall be non absorbent.
- 9. All internal joinery work should be of simple design for easy cleaning and for minimizing flour dust deposit. In all rooms' wood work, surrounding door windows and other opening should be fixed tight to the internal wall surface so as to avoid open joints which may harbour pests.
- 10.<u>Store Rooms.</u> The store rooms for raw and packing material should be free from dampness and should be rodent proof.
- 11. Wherever possible a separate room for storing machinery, equipment, spare parts shall be provided.
- 12. Proper place shall be provided for storage of brooms, brushes, buckets and other cleaning gear.

### 13. Factory and processing Hygiene.

- (a) Waste and rubbish shall be collected in covered receptacles and shall not be allowed to lie about on the floor.
- (b) Adequate measures shall be taken to prevent growth of mould on equipment and internal structure of processing and storage room.
- (c) Adequate measures shall be taken to prevent infestation of cockroaches and other house hold pests.
- (d) When pesticides and/or other disinfectants are used, care shall be exercised to prevent contamination of equipment, raw material and packing materials.
- (e) Floors and drains shall be kept clean. In the processing areas, the drains shall be provided with detachable covers.
- (f) Sinks and troughs used for washing ingredients and utensils shall not be used for washing of hands.
- (g) No lavatory, sink, cesspool or garbage shall be so situated or maintained that odours or fumes there from pervade any room where product or raw materials are prepared or stored.
- (h) The factory effluents shall be disposed of in a hygienic manner and shall not be let off on road or adjacent fields.
- (j) Window glass and light fitting shall be kept clean.
- (k) Domestic animals shall not be allowed in any part of the unit.
- 14. <u>Container cleanliness</u>. It shall be ensured that containers are clean. The containers shall not be stacked in a manner which allows the contamination of the product.

### 15. Installation of Equipment

(a) All equipment shall be installed on a foundation of durable, easily cleanable material.

- (b) Equipment shall be placed away from the walls with a view to providing facilities for inspection and cleaning.
- (c) Installation of pipes shall be such as to facilitate easy cleaning and maintenance.

### 16. Equipment and Container Cleanliness

- (a) All electrical connections such as switch boxes, control boxes, conduit cables shall be installed in such a way as to facilitate proper cleaning.
- (b) All equipment coming in contact with raw materials or the product shall be kept clean. An ample supply of water, hoses, brushes, detergent and other equipment necessary for the proper cleaning of machinery and equipment shall be available.
- (c) All processing systems shall be cleaned at the close of operation or at the termination of the continuous operation period.

### **17.** Water.

- (a) There shall be adequate supply of potable water.
- (b) The equipment shall be so installed and used that back siphonage of liquid into potable water lines is precluded.
- (c) Hot and cold water in ample supply shall be provided for plant clean up needs where necessary.
- (d) The storage tanks of water should, unless completely sealed, be kept covered, examined regularly and cleaned at least once every six months.

### 18. Employee Hygiene

- (a) Every person employed in the factory shall be medically examined before employment. Periodical medical examination of the employee shall be subsequently carried out to ensure that they are free from contagious, communicable diseases.
- (b) It shall be impressed upon all employees that they should notify the medical officer, cases of vomiting, diarrhoea, typhoid, dysentery or any other notifiable disease occurring in their own homes and families.
- (c) Employees shall keep their finger nails short and clean and wash their hands with soap or detergent before commencing work and after each absence, specially after using sanitary conveniences. Towels used for drying hands should be clean.
- (d) All employees should be inoculated against typhoid and paratyphoid once in every five years. In case of an epidemic all workers shall be inoculated and a record shall be kept.
- (e) No worker shall be allowed to work without proper clothing. Employees shall be provided with clean uniform/aprons and clean washable caps. The uniforms shall not be worn outside the plant but just before starting the work and changed when leaving.

- (f) Eating, spitting, nose cleaning, the use of tobacco in any form or chewing betel leaves shall be prohibited within the manufacturing, packing and storage areas of the unit. Notice to this effect shall be prominently displayed.
- (g) Sufficient and suitable sanitary conveniences shall be provided, maintained and kept clean. The conveniences shall be properly lighted. No conveniences shall open directly into any work room in the factory.
- (h) Sufficient wash basins with adequate provision of soap and towels, latrines and urinals in the prescribed manner should be provided.

### **Declaration**

I/we have read and understood all terms and conditions of the tender. All the neccessary information and documents presented by Me/Us are true. In contract period if any information or documents submitted by me/us is found to be false then Bhopal Sahakari Dugdh Sangh will have the right to take any action against me/us. I/we give our consent.

| Name of the Tenderer | ľ |
|----------------------|---|
| Signature            | • |

BOQ:

|              | Pack Size | Price including all (GST, |
|--------------|-----------|---------------------------|
| Product Name |           | transpotation etc )       |
|              | 200gm     |                           |
| Soanpapdi    | 300gm     |                           |
|              | 500gm     |                           |

Note: BOQ will be submit online. Physically BOQ wil be rejected.

# (Submit on Rs.100/- Notarized Stamp) NON-BLACKLISTING

| I/We          | S   | /o                                 | Age   |
|---------------|---|------------------------------------|---|
| E—te<br>Soanp | nder published in the newsp                             | aper on date<br>Affidavit is being | davit to the effect regarding the for the manufacturing of presented by me in my full |
| 1-            | That we have never been 1 Organisation foir any work ti | blacklisted by any<br>ll date.     | y Government/Non Government<br>criminal case/suit pending in the                      |
|               |   |                                    | Name  |
|               |   |                                    | Signature   |
| 1-            | Witness Name:   |                                    |   |
|               | Adhaar Card No.   | ••••                               |   |
|               | Mobile No.  |                                    |   |
| 2-            | Witness Name:   |                                    |   |
|               | Adhaar Card No.   |                                    |   |
|               | Mobile No.  |                                    |   |

### Verification

Date:

I, the Affiant, solemnly declare that the entire statement Mentioned in the paragraph No. 01 & 02 of the above affidavit is true and Correct on the basis of my personal knowledge. Nothing has been hidden from this.

# (Submit on Rs.100/- Notarized Stamp) UNDERTAKING

| <u>m</u><br>I/WeS/oAge |
|------------------------|
| I/We                   |
| Name                   |
| Signature              |
| 1- Witness             |
| Name :                 |
| Adhaar Card No         |
| Mobile No.             |
| 2- Witness Name:       |
| Adhaar Card No.        |
| Mobile No.             |
|                        |

### Verification

Date:

I, the Affiant, solemnly declare that the entire statement Mentioned in the above affidavit is true and Correct on the basis of my personal knowledge. Nothing has been hidden from this.

### Agreement format (Tenderes can read the terms and conditions of the tender) should not attached with the online tender document.

### **Appendix No.6**

Agreement For the Manufacturing of Packaged Soanpapdi sweets

Item

| This agreement is made at Bhopal on of 2024 for the period   |
|--|
| from to  |
| BY & Between   |
| M/S Bhopal Sahkari Dugdh Sangh MARYADIT, having its Administrative Office at Diary Plant Habibganj, Bhopal (MP) -462004 herein after |
| reffered to as First Party and with its factory  |
| approved by the ISO, FSSAI license No.   |
| herein after reffred to as the second party,   |

- 1. This is purely commercial agrrement. If the second party is not willing to do the work as per agreement. he will have to give one month advance notice to the first party & if the first party does not want to continue this agreement with the second party then the first party will inform to the second party through advance notice of one month.
- 2. The First Party hereby allows the Second Party to process and pack Soanpapdi sweets item as developed and registered by the First Party under the TRADE MARK "SANCHI SOANPAPDI SWEETS", hereinafter referred to as "SANCHI SOANPAPDI SWEETS".
- **3.** The First Party hereby grants to the Second Party, during the subsistence of this agreement, a license to use the "TRADE MARK" as per the terms and conditions contained in the Agreement on even date and be signed and executed from time to time by the parties here to.
- 4. The Second party hereby convenants with the First party, as follows:-
  - (a) To Manufacturer "PACKAGED SOANPAPDI SWEETS" brand "SANCHI SOANPAPDI SWEETS Item" in a plant according to the process specified by the First Party and should comply to the statutory requirements and ISO standards applicable from time to time.

- (b) To keep complete records of all quality control test carried out as specified by the First Party and also of production and Distribution of "SANCHI Soanpapdi sweets" and furnish to the First Party, with such reports and samples as may be requested by the First Party from time to time.
- (c) To permit the First Party to inspect Second Party entire premise at any time during regular business hours, without notice and observe all aspects of the conduct of the business by the Second Party. The Second Party will take immediate remedial action to correct any deficiencies and to maintain the standards of quality referred to herein and in the specifications.
- (d) To employ the methods of operations as per the prevailing regulations, to ensure the highest quality product and services to consuming public.
- (e) That it understand and hereby acknowledge that uniform and high standards of quality and services are necessary in order to create and maintain goodwill and widespread consumer acceptance.
- (f) to vigorously and diligently promote and solicit the sale of "SANCHI SOANPAPDI SWEETS" and also to ensure full and complete distribution placements & promotion of "SANCHI SOANPAPDI SWEETS item" in Railways, Institutions and Retail Market.
- (g) To comply with all request of First Party with respect to the appearance and use of the "TRADE MARK" Licensed, including any request to change the form or style discontinue using any of the said "TRADE MARK AND NAME" in substituiton of another "TRADE MARK AND NAME".
- (h) To comply with the provisions of all applicable laws including Labour Laws Provident Fund, ESI, Tax Laws of the State Government, Central Government and the Local Authorities. The Second Party shall only be responsible for any contravention or breach of the acts.
- (i) Not to process, packates, sell, deal in or otherwise be concerned with any product under any TRADE MARK which is an imitation or infrigement of the TRADE MARK or is likely to cause passing off, of any product as if it originates from the First Party because of the Second Party association with the business of manufacturing and selling "SANCHI SOANPAPDI SWEETS" it is hereby expressly understood and stipulated that the use of the said TRADE MARK in any form or fashion or any word graphically similar thereto or any imitation thereof, of any product other than that of the First Party would constitute and infringement of the TRADE MARK.

- (j) The Second Party should not take job Contract/Manufacture Contract/Franchisee Agreement for any other brand or Trade Mark or any other licensee trade mark without prior permission in writing from the First Party.
- 5. The Second Party hereby further covenants with First Party, as under
  - (a) That the First Party shall have an absolute right to fix the MAXIMUM RETAIL PRICE (MRP) of the goods.
  - (b) After placement of order second party will produce the required products and complete all necessary labelling and packaging with specified date and will be deliver final finished goods to main plant at Habibganj.
  - (c) That the First Party shall have an absolute right to establish the Dealer network and also to Appoint/Change Dealers . the second party shall however be responsible for providing the manufactured bottle to main plant Habibganj only.
- **6.** Rs 5000/- paenalty will be imposed if goods are directly sold by the second party.
- 7. The Second Party shall on every week render to the First Party, a true & full account of the number of Boxes/cases/units/Crates of PACKAGED SOANPAPDI SWEETS item manufactured & sold in prescribed shapes & sizes during previous month.
- **8.** The second party will not sublet the whole contract during the contract.
- **9.** Save and except by the License herein, the Second Party shall not during the subsistence of the License, make use, exercise, or vend or permit or authorize any person or persons other than the Second Party, to make use exercise or vend the said "TRADE MARK" within the territory aforesaid.
- **10.** The Second Party hereby covenants with the First Party that it shall, true fully & lawfully use the said Trade Mark for the purpose aforesaid & shall not allow any other person/s or party to use said Trade Mark.
- 11. The Second Party shall not be entitled to sub-let, assign or Vend the said Trade Mark in any respect whatsever to any other person and shall not be linked in any way with any other brand of Packaged soanpapdi sweets directly or indirectly.
- 12. The Second Party shall not place in market any goods which does not meet the First Party specifications as to quality. It is futher agreed that the Second Party shall not use the said Trade mark in a manner that may jeopardize it's distinctive character and shall obtain First Party prior approval of all labels packaging materials, sales promotion and advertising material. The legend

- "used under a license from the Trade Mark proprietor" shall be displayed in all the aforesaid material.
- **13.**The First Party shall have the liberty to terminate this Agreement with immediate effect if the Second Party violates or commits breach any condition of this Agreement without granting further time.
- **14.**The Second Party will have to start production within 30 days from the date of signing of Agreement or else the amount of Security Deposit shall be forfeited.
- **15.**The Second Party shall have no right, whatsever, on the said Traded mark & shall have no authority to make use, exercise or vend the said Trade Mark on the determination of the LICENCE, either by affix of time or by the act of Parties.
- **16.**The Second Party shall have to supply stocks to the main plant at Bhopal Sahakari Dugdh Sangh.
- 17. Forthwith upon the occurrence of any of the following events, the First Party may (without prejudice to any other right or remedy) by written notice to the Second Party will be liable to impose penalty Rs 50000/- with immediate effect at any time.
- (a) If the Second Party fails to pay any sums payable under this agreement within 30 days time or.
- (b) If the First Party becomes aware that the finished products manufactured by the Second Party have a critical health defect or they are not as per the norms of the First Party.
- (c) If the First Party does not bother for samples taken under Quality Control or Food Safety Standard Act or amendments thereof, from Retail market or Institution Which affects the brand reputation.
- (d) In any other circumstances, either party can terminate this agreement by giving 30 days notice to the party.
- **18.**All other term & condition are not explicitly mentioned in this agreement. The terms and condition of the "AGREEMENT" signed on even date shall be form part of this agreement and binding on the Second Party.
- **19.**In case of termination of this agreement either by afflux of time or the act of Parties hereto, the AGREEMENT stands automatically terminate or vice versa.
- **20.** After deliver all goods at main plant habibganj. if any goods does not match as per specification of the first party. the second party shall replace those goods then after rest of the amount will be paid by the first party.
- **21.**Terms and conditions of the tender document which is mentioned in appendix no.02 shall be part of this agreement.

### 22. Contract Period-

The Second Party contract period will remain effective for Three year on completion of the said period, if the performance of the Second Party is satisfactory, the right to extend the contract period of Two Years (1+1) on the same terms and conditions will vest with the chief executive officer.

### 23. Security Deposit –

Second Party will have to pay security deposit of Rs.100000/- (One Lakh Rupees Only) paid through demand draft which will be paybale in the name of

Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal. EMD amount will be adjusted in Security Amount. No interest will be paid at cash Security Deposit.

24. Arbitration-

If any dispute arises between the parties in respect of this work. The case may submitted to Managing Director, MPCDF for review, In case of no resolution, Proceeding will be conducted as per provision of the Arbitration Act of 1996.

**25.** The Jurisdiction of this contract will be in the Bhopal city court.

### 26.Inspection

All the material supplies are subject to inspection at our stores before acceptance. If goods are rejected due to defective or wrong supply, the reports of our authorised official in this respect shall be final and no correspondence other subject would be entertained. If the material is not found as per the specification of First Party the consignment will be rejected shall not be returned. Second Party will be informed regarding rejection by post/e-mail. Second Party should attend this office with in 15 days of the reciept of intimation so that the material could be rechecked and destroyed in his presense. If the Second Party doesn't attend this office on time then the material will be destroyed by First Party. No payment shall be made against the rejected material.

### 27.Payment

The first party will make 70% advance payment against purchase order of goods demand to the second party and rest 30% of the payment will be paid by the first party after delivering goods to the second party. Although remaining payment after receipt and acceptance of material in our stores with in a period of about 15 days after receipt. Such payment shall be made through accounts payee checques/RTGS.

### 28. Liquidated Damages-

Successful tenderers will have to supply packaged SOANPAPDI SWEETS on given time. If timely supply is not to be done then following penalty will be charged...

| S.No. | Delay Period          | Penalty Amount |
|-------|-----------------------|----------------|
| 1.    | Till 15 Days          | 1% of cost     |
| 2.    | Between 16 TO 30 Days | 2 % of cost    |
| 3.    | After 30 Days         | 5 % of cost    |

- **29.** Letter and circular issued from time to time shall be deemed to be part of this contract.
- **30.** No rates shall be changed between the contract period. If the prices of raw material increase in the market, the approved rates of tender can be changed on tha basis of the prices increased in the market & on this basis MRP, Distributor margin, retailer margin will also be revised.

### 1. Technical Specification of Manufacturing of Soanpapdi sweets

Soanpapdi must be prepared by kneading the prepared sugar syrup on wooden frame to form a rope like texture by beating and twisting the sugar syrup followed by the addition of besan mix at predetermined time interval and drying of soanpapdi is done to obtain the flakes of Soanpapdi.

2. Shelf Life. The packaged soanpapdi sweets food shelf life shall be 90 days from the manufacturing date.

#### 3. Selection of Raw material:

Soanpapdi should be prepared by required raw material like such as gram flour, plain flour maida, ghee, sugar, milk, cardamom seeds (crushed coarsely), almonds, pistachios, pumpkin seeds, cantaloupe seeds, watermelon seeds and other essential material.

### 4. Packaging:

Soanpapdi must be packed in plastic containers sealed by shrinkage packaging. Soanpapdi must be marked with all the required information on their packaging.

- 5. As per legal metrology (Packaged commodities) rules 2011 there is permisible error limit of 3% for the package of 300gm to 500gm pack.
- **6.** The soanpapdi should also have attractive texture and pleasant flavour taste. These should be free from insects, insect residues, rodent hair and excreta and fungal infestation.
- 7. Marking- The following particulars shall be clearly and indelibly marked on each pack of Soanpapdi on the outer side of the wrapper. Printing shall be done by using non toxic and non penetrating/non transferable ink:-
  - (a) Description of ingredients
  - (b) Name and address of manufacturer
  - (c) Trade name, if any Mass of the loaf when packed
  - (d Any added ingredients such as preservatives, emulsifiers, dough conditioners nutrients etc.
  - (e) Date of manufacture.
  - (f) Date of Expiry.
  - (g) Symbol for veg food.

### PHYSICOCHEMICAL PARAMETERS

| Protein Value         | The Protein value should be in the range   |
|-----------------------|--|
|                       | of 5gm to 7.33gm /100gm.                   |
| Fat                   | The Fat content of soanpapdi should be in  |
|                       | the range of 21 gm to 28g/100gm.           |
| Energy Value          | Energy Value should be in the range of     |
|                       | 529 kcal/100gm.                            |
| Cholestrol            | It should be as lowest as in Soanpapdi     |
| Saturated Fatty acids | It should be as lowest as in Soanpapdi     |
| Sugar                 | It should be in the range of 37g to 40gm   |
| Sodium                | It should be as lowest as in the soanpapdi |
| Transfat              | Transfat should not found in Soanpapdi     |
| Total Carbohydrates   | Carbohydrates should be 61gm/100gm         |
| Yeast & Mould         | It should be as lowest as in Sonpapdi      |

### **Hygiene Requirements**

The Soanpapdi shall be prepared in premises maintained in a hygienic condition, which shall be open to inspection at any time by a competent authority.

### **Inspection**

An inspection shall be carried out by the competent authority of Supplies and Transport or an officer acting on his behalf on all supplies tendered for acceptance. The decision of this officer shall be final.

### **Methods of analysis**

The methods of analysis shall be those as laid down as per FSSAI.

### **Machinery**

The Soanpapdi should be manufactured and prepared by the required essential machines as per norms.

In addition to rest of the nesseccary machinery will setup as per requirements.

### Mandatory requirements of FSSAI

All mandatory requirements of FSSAI, as amended from time to time, pertaining to the above product shall be complied with.

### **HYGIENE REQUIREMENTS**

1. <u>Site</u>. The soanpapdi sweets unit shall preferably be situated in an open, clean and healthy locality. The grounds of the premises surrounding the factory building should be clean and preferably paved or turfed to lay the dust.

### 2. Building

- (a) <u>Structure</u>. The building shall be of permanent nature and shall be of brick and lime plaster, cement, concrete or any other material which ensures cleanliness. Construction of building shall be such that it shall be rodent proof, fly proof and bird proof. The building and yard, with fittings and equipment should be kept free from breeding places of flies and other insects by eliminating cracks and crevices, as well as by routine and thorough cleaning.
- (b) <u>Ventilation and lighting.</u> The unit shall be adequately lighted and ventilated, keeping in mind the number of workers, their hours of work and nature of operation.
  - 3. <u>Floor.</u> The floor shall be washable with sufficient drainage facility and it shall be impervious to water and not affected by weak acids, alkalies or steam.
  - 4. <u>Internalwall</u>. The internal wall shall be smooth, it should be tiled or cement plastered or made of any other impervious material. Where wash basins, sinks are installed, the walls shall be tiled or made impervious to water upto the height of wash basin to safe guard the wall from water seepage.
  - 5. Ceiling. The ceiling shall be kept clean.
  - 6. <u>Maintenance and repairs</u>. The building shall be maintained in a proper state of repairand cleanliness. Whenever required it shall be lime washed, painted, disinfected and/or deodorized.
  - 7. There shall be no cobwebs in any part of the unit.

- 8. Preparation and filling table shall be of wooden tops or covered with Aluminium or stainless sheets or otherwise made impervious to water as far as practicable. All surfaces coming into contact with the food shall be free from pits, crevices and loose scale and shall be non absorbent.
- 9. All internal joinery work should be of simple design for easy cleaning and for minimizing flour dust deposit. In all rooms' wood work, surrounding door windows and other opening should be fixed tight to the internal wall surface so as to avoid open joints which may harbour pests.
- 10.<u>Store Rooms.</u> The store rooms for raw and packing material should be free from dampness and should be rodent proof.
- 11. Wherever possible a separate room for storing machinery, equipment, spare parts shall be provided.
- 12. Proper place shall be provided for storage of brooms, brushes, buckets and other cleaning gear.

### 13. Factory and processing Hygiene.

- (a) Waste and rubbish shall be collected in covered receptacles and shall not be allowed to lie about on the floor.
- (b) Adequate measures shall be taken to prevent growth of mould on equipment and internal structure of processing and storage room.
- (c) Adequate measures shall be taken to prevent infestation of cockroaches and other house hold pests.
- (d) When pesticides and/or other disinfectants are used, care shall be exercised to prevent contamination of equipment, raw material and packing materials.
- (e) Floors and drains shall be kept clean. In the processing areas, the drains shall be provided with detachable covers.
- (f) Sinks and troughs used for washing ingredients and utensils shall not be used for washing of hands.
- (g) No lavatory, sink, cesspool or garbage shall be so situated or maintained that odours or fumes there from pervade any room where product or raw materials are prepared or stored.
- (h) The factory effluents shall be disposed of in a hygienic manner and shall not be let off on road or adjacent fields.
- (j) Window glass and light fitting shall be kept clean.
- (k) Domestic animals shall not be allowed in any part of the unit.
- 14. <u>Container cleanliness</u>. It shall be ensured that containers are clean. The containers shall not be stacked in a manner which allows the contamination of the product.

### 15. Installation of Equipment

(d) All equipment shall be installed on a foundation of durable, easily cleanable material.

- (e) Equipment shall be placed away from the walls with a view to providing facilities for inspection and cleaning.
- (f) Installation of pipes shall be such as to facilitate easy cleaning and maintenance.

### 16. Equipment and Container Cleanliness

- (d) All electrical connections such as switch boxes, control boxes, conduit cables shall be installed in such a way as to facilitate proper cleaning.
- (e) All equipment coming in contact with raw materials or the product shall be kept clean. An ample supply of water, hoses, brushes, detergent and other equipment necessary for the proper cleaning of machinery and equipment shall be available.
- (f) All processing systems shall be cleaned at the close of operation or at the termination of the continuous operation period.

### **19.** Water.

- (e) There shall be adequate supply of potable water.
- (f) The equipment shall be so installed and used that back siphonage of liquid into potable water lines is precluded.
- (g) Hot and cold water in ample supply shall be provided for plant clean up needs where necessary.
- (h) The storage tanks of water should, unless completely sealed, be kept covered, examined regularly and cleaned at least once every six months.

### 20. Employee Hygiene

- (i) Every person employed in the factory shall be medically examined before employment. Periodical medical examination of the employee shall be subsequently carried out to ensure that they are free from contagious, communicable diseases.
- (j) It shall be impressed upon all employees that they should notify the medical officer, cases of vomiting, diarrhoea, typhoid, dysentery or any other notifiable disease occurring in their own homes and families.
- (k) Employees shall keep their finger nails short and clean and wash their hands with soap or detergent before commencing work and after each absence, specially after using sanitary conveniences. Towels used for drying hands should be clean.
- (l) All employees should be inoculated against typhoid and paratyphoid once in every five years. In case of an epidemic all workers shall be inoculated and a record shall be kept.
- (m) No worker shall be allowed to work without proper clothing. Employees shall be provided with clean uniform/aprons and clean washable caps. The uniforms shall not be worn outside the plant but just before starting the work and changed when leaving.

- (n) Eating, spitting, nose cleaning, the use of tobacco in any form or chewing betel leaves shall be prohibited within the manufacturing, packing and storage areas of the unit. Notice to this effect shall be prominently displayed.
- (o) Sufficient and suitable sanitary conveniences shall be provided, maintained and kept clean. The conveniences shall be properly lighted. No conveniences shall open directly into any work room in the factory.
- (p) Sufficient wash basins with adequate provision of soap and towels, latrines and urinals in the prescribed manner should be provided.

IN WITNESS WHEREOF the parties hereto have executed this assignment on the day and year first hereinabove written.

| Signature     | Signature    |
|---------------|--------------|
| First Party   | Second Party |
| •             | (consortium) |
|               |              |
|               |              |
| Witness-      |              |
| 1. Name       |              |
| 2. Address    |              |
|               |              |
| 3. Adhar Card |              |
| 4. Mobile No. |              |
| 1. Name       |              |
| 2. Address    |              |
|               |              |
| 3. Adhar Card |              |
| 4. Mobile No  |              |