

**The Salem District Cooperative Milk Producers Union Ltd.,**

Sithanur, Thalavaipatty (Post),

Salem -636302, TamilNadu.

Phone : 7373704802

e-mail : [aavinslm@gmail.com](mailto:aavinslm@gmail.com)

Ref No: 1000/DGM/NCDFI(e-auction)/2024-2025

Date: 03.06.2025

To,

M/S.National Co-Operative-  
-Dairy Federation of India Ltd.,  
NDDB D Lab Campus,  
Post Box no.79,  
Anand Hadgud Road,  
Anand Gujarat.

Sir,

Sub:	SDCMPU Ltd., Salem Supply of 50000 Litres of surplus Skimmed milk/day –Conversion through - NCDFI – Reg.
Ref:	1. Letter No.4521/Plg-3/2020 dated 30.05.2025 of the Managing Director TCMPF Ltd., Chennai.

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As in the reference Cited we wish to inform that we are ready to send 50,000 Litres of surplus skimmed milk /day for Conversion through NCDFI. from The Salem District Cooperative Milk Producers Union Ltd.,for a period of 30 days from the date of commencement of contract or the value of rate contract of Rs.25,00,000/-. Kindly may fix auction on and Conduct e-auction for the same as per the attachment terms and Conditions.

This is for your kind information please.

Encl: Terms and Condition.

*[Signature]*  
3625  
DRO/GENERAL MANAGER 03/06/25  
S.D.C.M.P.U.Ltd, Salem

*P.23*  
02/06/25  
DN (Dg)  
*[Signature]*  
21/6/25  
*[Signature]*  
03/06/25  
JSM (P)  
*[Signature]*  
03/06/25




The Salem Dist.Co-op. Milk Producers' Union Ltd.,  
Sithanur, Thalavaipatti Post, Salem- 636 302 (TN)  
Phone No: +917373704800/02  
Fax No: 0427 -2386871  
e-mail :aavinslm@gmail.com


SDCMPU Ltd invites Rate contract through NCDFI eMarket/ eAuctions for Conversion of Separated Skimmed Milk into Skimmed Milk Powder (SMP) for a period of 30 days from the date of commencement of the contract or the value of rate contract of Rs.25,00,000/- which ever exhaust first. Bidders, who are interested to participate in the e Auctions are requested to offer their rates for the conversion charges on the basis or Per Kg Manufacturing, Packing, Storage, Handling-& including all applicable taxes.

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General Manager, 03/06/25  
Salem District Co-operative Milk  
Producers' Union Ltd.,  
Salem - 636 302.

P.23  
01/06/25

  
03/06/25





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## 1. General Conditions for Bidding

- a. The bidding system is at NCDFI eMarket, an internet platform. The site can be accessed through [www.ncdfiemarket.com](http://www.ncdfiemarket.com) maintained by National Cooperative Dairy Federation of India Ltd (NCDFI) which will be the venue for online bid submission.
- b. All the registered members of the NCDFI eMarket are eligible to participate in Technical bid. The disqualified or debarred vendors are not allowed to participate in Technical/ commercial price bid. The new vendors have to undergo usual registration/approval procedure stipulated by NCDFI eMarket.
- c. Prior intimation regarding the eAuction will be given to all the registered members at least 1 day prior to the auction date by email / Mobile App alerts. Union will not be responsible for any delay in communication in this regard on account of external reasons and therefore buyers are requested to visit the specific website periodically.
- d. All the timings of the eAuction system shall be based on the time indicated by the server hosting the bidding platform.
- e. The bid should be valid for 10 (ten) working days from the date of eAuction.
- f. **EMD:**  
EMD of 1.5% of trade value is payable to the NCDFI eMarket before participating in the eAuction. EMD need to be deposited by the bidder in the NCDFI eMarket Escrow account.

EMD will be refunded to the bidder, after deduction of applicable transaction charges of NCDFI eMarket, after completion of contract. In case of default, available EMD will be transferred to SDCMPU by the NCDFI eMarket.

### g. Transaction charges:

Transaction charges will be levied by NCDFI eMarket from the winning bidder(s) on successful award of the contract.

Transaction charges @ 0.30% (Exclusive of GST) on total contract value shall be deducted from the deposited EMD at the NCDFI eMarket.

Transaction charges will not be levied for unsuccessful bidders.

- h. The successful bidder should become an associated member of The Salem District Cooperative Milk Producers Union as per Coop Act 1983 Rule 32 by Paying Rs.10/- (Ten only) to this Union which is non-refundable and do not fetch voting rights.

General Manager,  
Salem District Co-operative Milk  
Producers' Union Ltd.,  
Salem - 636 302



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## 2. Technical Bid

### AUCTION INFORMATION

1. Name and address of the Purchaser.	:	The General Manager The Salem District Cooperative Milk Producers Union Ltd, Sithanur, Thalavaipatti- Post, Salem-636 302 Email:aavinslm@gmail.com Telephone: Contact Person Mobile: 7373704800/02						
2. Name of the Work	:	Rate contract for Conversion of Separated skimmed milk into S.M.P.for a period of 30 days from the date of commencement of contract or the trade value of rate contract of Rs.25,00,000/-						
3. Auction Estimated Quantity	:	<table><tr><th>EMD</th><th>SD</th></tr><tr><td>1.5 % of the trade value</td><td>2.5 % of the trade value</td></tr></table>	EMD	SD	1.5 % of the trade value	2.5 % of the trade value		
EMD	SD							
1.5 % of the trade value	2.5 % of the trade value							
4. Date and time of eAuction	:	eAuction for financial bid shall be conducted for the eligible bidders who are qualified in the Technical bid. The date and time of the eAuction will be informed by the NCDFI eMarket minimum time of 48 hrs prior to e auction.						

### TECHNICAL BID – CHECK LIST

#### **PREAMBLE OF AUCTION:-**

**1.1.** The General Manager, The Salem DCMPU Ltd, Salem, invites Bids by way of **physical documents / emails** from eligible bidders for Rate contract for conversion of skimmed milk into S.M.P. a period of 30 days from the date of commencement of contract or the trade value of rate contract of Rs.25,00,000/-

**1.2. BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW:**

**(State YES / NO for each item)**

Kindly ensure compliance of the under-mentioned requirements, as per eAuction Terms and Conditions.

**1.3. 1.2.1** The eAuction is offered for Rate contract for daily conversion of Rate contract for conversion of skimmed milk into S.M.P. a period of 30 days from the date of commencement of contract or the trade value of rate contract of Rs.25,00,000/-





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S.N.	Name of the work	Remarks
1	1.4. Whether the email subject has been marked as <b>“Technical bid for eAuction for Rate contract for Conversion of skimmed milk into S.M.P. a period of 30 days from the date of commencement of contract or the trade value of rate contract of Rs.25,00,000/-</b>	Yes / No
2.	Whether details of infrastructural facilities such as equipment / man-power / financial statement (2022-23, 2023-2024 & 2024-25) details etc., are enclosed.	Yes/No
3.	Date of Incorporation of the company / Registration certificate / factory License and proof for the Capacity available.	Yes/No
4.	Whether copies of attested ISO/FSSAI/BIS certificates enclosed.	Yes/No
5.	Whether copies of attested GST Registration certificates enclosed.	Yes / No
6.	Whether copy of attested PAN card enclosed.	Yes / No
7.	Whether all the pages in the Technical Bid Document have been duly signed by authorized signatory	Yes / No

**Note:** Please ensure that all the relevant boxes are marked YES / NO against each column.

**Important Note:** Bidders must ensure that all the required documents indicated in the eAuction document are submitted without fail. Applications received without supporting documents for the various requirements mentioned in the eAuction document are liable to be rejected at the initial stage itself.

Soft copy of Technical Bid document should be submitted to below mentioned Email Ids:

1. [aavinslm@gmail.com](mailto:aavinslm@gmail.com), [aavinfbid@gmail.com](mailto:aavinfbid@gmail.com)
2. [contracts@ncdfmarket.com](mailto:contracts@ncdfmarket.com)

### 3. eAuction Application Format



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e-mail :aavinslm@gmail.com

**TECHNICAL (PRE-QUALIFICATION) BID APPLICATION**

From  
M/s.

To  
The General Manager,  
The Salem Dist. Coop. Milk  
Producers Union Ltd,  
Sithanur, Thalavaipatti Post,  
Salem-636 302

Sir,

- 1.5. Sub: Two Part Auction-Rate contract for Conversion of skimmed milk into S.M.P. a period of 30 days from the date of commencement of contract or the trade value of rate contract of Rs.25,00,000/- -Submission of Documents - Regarding.

<><><>

Having examined the two part eAuction documents consisting technical bid pertaining to pre-qualification, I/We hereby submit all the necessary documents and relevant information for bidding the above mentioned eAuction.

The application is made by me/us on behalf of ..... in the capacity of ..... duly authorized to submit this two part eAuction offer. Necessary evidence admissible in law in respect of authority assigned to me on behalf of the bidding firm is herewith attached.

I submit the documents herewith taking into consideration of all the instructions, terms and conditions in the detailed two part eAuction notice.

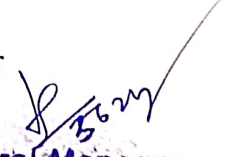
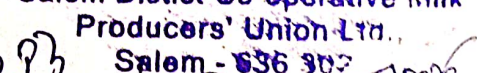
I/We understand that the General Manager, The Salem DCMPU Ltd, Sithanur, Thalavaipatti post, Salem- 636 302 reserves the right to reject any offer fully or partly without assigning any reasons thereof. I/We hereby agree to participate in the eAuction and hold the bid offer valid for acceptance for a period of 10 (ten) working days from the date of eAuction.

Signature of the Applicant  
including title capacity

(NAME IN BLOCK LETTERS)

Enclosures:

1. Evidence of authority to sign
2. Latest brochures if any
3. Part I pre-qualification - Technical bid in separate sealed cover

  
General Manager,  
Salem District Co-operative Milk  
Producers' Union Ltd.,  
Salem - 636 302  






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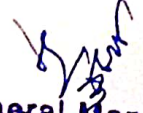
#### 4. Instructions to Bidders

Auction consists of two parts:

Part I – Technical Bid for Pre-Qualifying

Part II – Commercial bid for price-quote at NCDFI eMarket

- 4.1 Read all the terms and conditions of the Auction before filling up.
- 4.2 Please adhere to the Check List and submit the Technical Bid documents either physically or through email.
- 4.3 The quantities mentioned in the eAuction document are approximate. The quantity offered will be seasonal and hence SDCMPU will reserve the rights for variation of milk quantities.
- 4.4 The Bidder is specifically informed that all the pages in the Technical Bid should be signed at the bottom of each page without any omission by the authorized signatory with name and seal of the firm.
- 4.5 The signatory of the bidding firm should indicate his/their status in which he/they have signed and submit necessary documentary proof admissible in law in respect of such authority assigned to him/them by the firm.
- 4.6 If the Qualification application is made by a firm in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney)- for signing in Auctions, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favour of the Signatory should be produced.
- 4.7 If the Qualification Application is made by a Limited Company or a Limited Corporation, it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its existence along with the Qualification schedule.
- 4.8 The Bidder who is downloading the document from the web site are instructed to check the web site for corrigendum, for any amendments (if any issued). They are instructed to download the above amendments and enclose it along with the technical bid document duly authenticating while submitting without fail. Failure to submit the pre-bid minutes will lead to rejection of the application.
- 4.9 The Bidder shall provide the necessary statutory certificate like BIS, ISO and FSSAI certificates.

  
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Salem - 636 302





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- 4.10 Detailed evaluation will be done on the basis of the Documents / Records / Evidences / Certificates produced by the Applicant in the Technical Bid.

## 5. General Terms & Conditions

- 5.1 Auction under two part Auctionsystem and other accessories (i.e.) Technical Bid (Prequalification) & Price Bid (at NCDFI eMarket eAuction) are invited by theGeneral Manager of the respective SDCMPU for the "Rate contract for Conversion of skimmed milk into S.M.P. a period of 30 days from the date of commencement of contract or the trade value of rate contract of Rs.25,00,000/-"
- 5.2 The Bidder should have Dairy Plant with Fat handling (Butter production) and Skim Milk Powder Manufacturing facilities.
- 5.2.1 The Bidder should have previous experience in handling a Minimum of One lakh Litres of Milk per day.
- 5.2.2 The Bidder should have handled a minimum of 50% of eAuction quantity during any of the last Three years and enclose copies of production particulars submitted to Government agencies or to any other agencies etc..
- 5.2.3 The performance report for above such handling shall be enclosed by way of documents submitted to Government agencies, or other agencies, etc.
- 5.2.6 The Bidder should have minimum experience of one Year in the Dairy Plant operations.Copies of Registration of firms with list of activities/GST tax registration certificate etc. should be enclosed as supporting document.
- 5.2.7 The Bidder should have Good Manufacturing practices implemented in their unit.
- 5.3 TECHNICAL BID
- 5.3.1 TECHNICAL BID, wherein the pre-qualification, based on various factors such as Capacity, experience etc., suitability and eligibility of the Bidder will be evaluated, considered and decided prior to conducting eAuction at NCDFI eMarket.
- 5.4. COMMERCIAL BID
- 5.4.1 The Commercial Bid of the bidders who do not satisfy any/all the terms and conditions specifically mentioned under TechnicalBid, shall not be considered to participate in commercial bid at eAuctions.
- 5.4.2 Commercial Bid, wherein the rates eAuctioned by those who qualify for and are selected as per the terms and conditions prescribed in TECHNICAL BID only will be considered for participation.





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- 5.5 The commercial bids need to be quoted on NCDFI eMarket eAuction at the time and date provided by the bidders who qualify in the Technical Bid.
- 5.6 The Bidder is specifically informed that all the pages in both Part I – Technical Bid should be signed at the bottom of each page without any omission by the authorized signatory with name and seal of the firm.
- 5.7 The signatory of the bidder should indicate his/their status in which he/they have signed and submit necessary documentary proof admissible in law in respect of such authority assigned to him/them by the firm.

#### **5.8 E.M.D. PAYABLE**

- 5.8.1 Prior to eAuction, bidders need to deposit the required EMD amount in their ICICI Escrow Account with the NCDFI eMarket. EMD –as mention in the table in page no. 3 Bidder not depositing prescribed EMD will not be eligible for participating in the eAuction.
- 5.8.2 The firm shall not contract or assign (sublet) to any other party or parties the whole or any portions of the offer awarded by SDCMPU.
- 5.8.3 Conversion plants will ensure hygienic and sanitary condition for storage of SMP and Butter 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 Butter should essentially be fumigated prior to its use and necessary documents should be provided on demand from SDCMPU.
- 5.8.4 Converted products SMP and Butter will be transferred by Salem District Union to their storage place in 15days time from the conversion date. The extension of this period can be modified with mutual consent.

#### **5.8.5 Guidelines for Conversion Operation as per Annexure III**

#### **5.9 MODIFICATION AND WITHDRAWAL OF BIDS**

- 5.9.1 No Bidder shall be allowed to withdraw the eAuctions after submitting the bids.

#### **5.10 SECURITY DEPOSIT**

The successful bidder would be required to sign an agreement (Annexure II) and furnish a Security Deposit of 2.5% of total trade value by means of Bank Draft from any Indian Nationalized Bank or Scheduled Bank drawn in favour of "The General Manager, The Salem District Cooperative Milk Producers Union Limited, Salem" who are sending milk for conversion payable at "Salem" during the time of executing the agreement.

*[Handwritten signature and date 03/01/2023]*  
**General Manager,**  
**Salem District Co-operative Milk**  
**Producers' Union Ltd.,**  
**Salem - 636 302.**



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No exemption will be given from payment of Security deposit under any circumstances and the same should be remitted by Demand Draft or RTGS or NEFT and any other form of remittance will not be accepted.

The security deposit will be refunded only after the expiry of 15 days from the date of satisfactory completion of the contract.

#### 5.11 AGREEMENT

The successful Bidder has to execute an agreement on Rs.100/-non-judicial stamp paper incorporating the terms and conditions of the contract (Annexure II) within 5 days from the date of intimation of the acceptance of the Auction. In case of default of either of the conditions (i.e) remitting the security deposit or execution of the agreement within the time allowed, the EMD paid is likely to be forfeited by the NCDFI eMarket/SDCMPU.

- 5.11.1 If the contractor fails to execute the contract satisfactorily at the eAuctioned rate, the security deposit will be forfeited by theDCMPU.
- 5.11.2 If the SDCMPU incurs any loss / additional expenditure due to the negligence of the contractor in connection with the conversion of milk during the period of contract, the same shall be recovered together with all charges and expenses from the contractor.
- 5.11.3 The breakages or damages, if any, caused by the contractor to the property of the Union, the cost will be recovered from the contractor.
- 5.11.4 **RATES AND PRICE:** This is a fixed price contract. Price adjustment clause (to account for raise or fall in the money value / statutory taxes during the contract period) is not operable for this contract. However, any variation in the statutory levies and Taxes by State Government / Central Government shall be effected on the end price to the benefit of either the contractor or SDCMPU as the case it may be.
- 5.11.5 No interest shall be paid on Earnest Money Deposit/Security Deposit.
- 5.11.6 The Agreement in Rs.100/- non-judicial stamp paper shall be signed and returned within 5 days of receipt of the work order for the conversion of milk along with RTGS/NEFT for Security Deposit.
- 5.11.7 The bidder should quote rates for conversion charges on the basis of per kg. manufacturing, packing, storage and handling of SMP and Butter.

General Manager,  
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SDCMPU shall supply milk from different Plants and will lift SMP & Butter after quality checks.

- 5.11.8 Rates should be quoted on the basis of strict adherence to specifications of SMP and Butter and recovery norms of Fat and SNF as given in below, and should be quoted inclusive of all taxes and duties, if any.

**CONVERSION LOSSES :-** Fixed by TCMPF are given below

1)	SNF loss % during conversion of Skimmed milk to SMP (On SNF to SNF basis)	Max 2.0%
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## **5.12 PAYMENT TERMS**

- 5.12.1** Payment of conversion charges: The Converter has to raise a bill towards the conversion charges on weekly (7 Days) basis. The bill shall be raised on the SDCMPU by enclosing /mentioning the details of milk received and products manufactured during the period. Payments shall be made promptly by the DCMPU but in no case later than Fifteen (15) days after submission of the invoice or claim by the Converter. Payment shall be made in Indian Rupees by cheque or through RTGS.

**N.B: NO OTHER TERMS OF PAYMENT WILL BE ENTERTAINED.**

### **PENALTY CLAUSE:**

- 5.12.2 a) If the Bidder / Contractor fails in his due performance of the contract within the time fixed in the schedule accompanying the order or extension of time granted:-
- b) If at any time during performance of the Contract, the Converter should encounter conditions impeding timely production of the conversion plants and performance of Services, the Converter shall promptly notify the Unions in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Converter's notice, the SDCMPU shall evaluate the situation and may, at its discretion, extend the Converter's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

The Liquidated Damages be imposed for non-acceptance of milk for conversion at 0.5% per month.

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- 5.12.3 If the Bidder fails to execute the work in full or part of the order as per the schedule, the SDCMPU shall reserve the right to cancel the order besides forfeiture of Security Deposit.
- 5.12.4 Notwithstanding anything contained in the eAuction schedule, no obligation rests on SDCMPU to accept the lowest bid and the SDCMPU shall also have the right to accept or reject any or all the bids fully or partly without assigning any reasons.
- 5.12.5 For violation of any of the terms and conditions of the contract, the SDCMPU reserves the right to terminate the contract, with or without notice as applicable.
- 5.12.6 On termination of contract, the Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor.
- 5.12.7 (a) If the Bidder defaulted in any of the previous contracts to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full will not be eligible from participating in this Auction.
- (b) If the successful Bidder either in the SDCMPU defaulted to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full shall be debarred from participating in the subsequent participation for a period of 3 years.

**5.13 FORCE MAJEURE:**

Failure or delay in the part of Bidder for supply due to force majeure causes enumerated hereunder shall be considered, provided the supplier produces documentary evidence.

- Any cause which is beyond the reasonable control of the Bidder.
- Natural phenomena, such as floods, drought, earthquakes and epidemics.
- Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restrictions.
- Accident and disruptions such as fire, explosion, increase in power cut with respect to date of Auction opening etc.,
- Strikes, slow down and lockouts.

The cause of force majeure condition will be taken into consideration only if the supplier notifies Unions within 7 days from the occurrence of such eventualities. The purchaser shall verify the facts and grant

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Salem - 636 302.

P.R. 28/06/2025





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such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the time.

#### **5.14 DISPUTES AND ARBITRATION**

In case of disputes arising out of this Auction, District Registrar (Dairying) will be appointed as an arbitrator by The Commissioner of Milk Production and Dairy Development, Chennai. The arbitrator's decision shall be final, conclusive and binding on both the parties.

#### **5.15 LEGAL JURISDICTION**


In case if either party to the Auction is aggrieved by the award of the arbitrator so appointed as per clause 5.14. Or otherwise, they can appeal to the Commissioner for Milk Production and Dairy Development. The District Registrar for Dairy Development situated at Salem District alone shall have jurisdiction to entertain such disputes.

#### **5.16 QUALITY CHECKS/PARAMETERS**

- 5.16.1 The successful Bidder shall have to carry out job in strict hygienic & sanitary by following GMP & environment conforming to the basic standards laid down by Food Safety & Standards Act 2006 fsms and other rules and regulations prevalent. Violation of any clause of different Acts shall be the sole responsibility of the successful Bidder.
- 5.16.2 SMP shall have to be manufactured BIS marked and recovery norms of Fat and SNF as given in Annexure I of the Auction document.
- 5.16.3 The successful Bidder 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.
- 5.16.5 The DCMPUs shall declare the results in Lactoscope/ Milko screen equipments calibrated with Master Lactometer at 29°C (84°F) and Master Butyrometer (Calibrated from NDRI/NABL Lab) as per the following formula for Whole Milk / Skim Milk.

$$\text{SNF (\%)} = \text{CLR}/4 + \text{Fat} * 0.2 + 0.36, \text{ at } 29^{\circ}\text{C (84}^{\circ}\text{F)}$$

The results declared by SDCMPU will be final and the yield will be calculated based on the SDCMPU results only. In case of any variation in quality and quantity of the receiving milk the issue shall be resolved with mutual consent by both sending union and conversion plant (receiving dairy)

  
**General Manager,**  
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**Producers' Union Ltd.,**  
**Salem - 636 302.**



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Phone No: +917373704800/02  
Fax No: 0427 -2386871  
e-mail :aavinslm@gmail.com

5.16.6 SMP shall 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 cotton thread and shall be subsequently encased in secondary outer packing in any of the following:

- a) Sacks conforming to IS 11824 and 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. In case packing material is provided by Milk Union, no losses in packing material will be accepted.
- b) SMP manufactured should be and the plant should have the facility to produce skimmed milk powder.
- c) All the packing material shall bear the Manufactured by address of Conversion plant by mentioning address that For "The Salem District Cooperative Milk Producers Union Ltd, Sithanur, Thalavaipatti Post, Salem- 636 302. Tamilnadu FSSAI No: 10012042000374 " It shall also bear the Marketed by address : "Tamilnadu Cooperative Milk Producers Federation Ltd, NAnadhanam , Chennai. FSSAI No:10019042005318

5.16.7 5.16.8 It will be the responsibility of the approved conversion plant to ensure unloading of milk immediately on receipt and testing of milk. In case of inordinate delay in unloading of tanker, District Union may impose penalty in lieu of disruption in working and direct or indirect losses.

5.16.8 Conversion plants will ensure the maximum limit of moisture% in SMP is as per the given specification. Increase in moisture%, is not allowed as it will lead to quality problem on storage.

5.16.9 It will be the responsibility of the approved conversion plant to ensure unloading of Milk immediately on receipt and testing of Milk. In case of inordinate delay in unloading of tanker, SDCMPU may impose penalty in lieu of disruption in working and direct or indirect losses. Conversion plant should ensure appropriate coding of batch numbers of SMP for the conversion products to SDCMPUs. The supplier 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. The conversion

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details of SMP & Butter shall be communicated to the SDCMPUs on daily basis with signature of authorised person through E-mail.

5.16.12 The authorized representative of SDCMPU shall inspect the premises in regard to sanitation and hygienic practices and conditions as well as the records regarding the quality of raw milk, quality and manufacture of SMP as well as packaging materials and packaging practices and or as may be directed to inspect by the company.

5.17 **INSPECTIONS**

5.17.1 All the SMP produced is subject to inspection before acceptance. If they are rejected on quality grounds, then the party will have to manufacture SMP from own resources and supply equivalent quantity of SMP as per standards or the landed cost of milk supplied will be recoverable from the successful Bidder. Milk Union's inspection report in this regard shall be treated as FINAL. Any consignment sold from the batch found rejected by the purchaser due to inferior quality /packing the manufacturing plant should take responsible for replacing the product and the cost incurred for handling will be recovered from the work awarded Bidder.

5.17.2 SDCMPU will depute the QA staffs to the manufacturing unit of the supplier and inspect the Products (SMP) as per the TCMPF requirements. The supplier shall be responsible to submit all the required documents to the representative from the SDCMPU for manufacturing of SMP/Butter. The quality confirmed batches as per the tender requirements shall be lifted by the SDCMPU with the joint analysis report by QA representative of DCMPUs & Supplier. All the testing activities shall be recorded as video and kept with the QA in-charges of DCMPUs and reproduced whenever required. The supplier shall permit the DCMPUs to take photos and videos during the sampling and testing of products converted at supplier end.

6. **Pre-Qualification Criteria – Technical Bid**

The pre-qualification Technical bid will contain the under mentioned aspects pertaining to the prospective suppliers about their suitability, capacity, financial status, antecedents, past performance etc. The conditions are:-



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- 6.1 The bidder should have a dairy cum powder plant to handle a minimum of 1.00 LLPD of milk
- 6.2 The Bidders should have previous experience in handling of 1.00 LLPD of milk and milk products, conversion of milk including separation and manufacturing of Skim milk Powder.
- 6.3 The Bidders should have handled a minimum of 50% of eAuction quantity during any of the last Three years and enclose copies of production particulars submitted to Government agencies or to any other agencies etc.
- 6.4 The performance report for above such performance of handling of milk and Skim milk Powder and the FSSAI returns for the handling shall be enclosed in the technical bid.
- 6.5 Manufacturer shall have valid BIS certificate for manufacturing Skimmed Milk Powder as per IS 13334 (Part-I)-Standard Grade and valid FSSAI certificate with the products intended for conversion.
- 6.6 Manufacturer shall have ISO 22000 certificate as per Food Safety Management system requirements.
- 6.7 The Bidder should have minimum experience of 3 Years in the operation dairy plant. Copies of Registration of firms with list of activities/GST registration certificate etc. should be enclosed as supporting document.
- 6.8 The Bidder should have necessary infrastructural facilities such as capacity, man-power, suitability and eligibility for conversion of milk and milk.
- 6.9 The Bidder should offer the quantity to be converted by them.

Sr. No	Quantity Auctioned	Quantity offered (The quantity of milk which the Bidder can convert per day.)* Should be filled by the Bidder.
1	____LPD (The quantity Auctioned is an approximate average quantum of milk supplied by the unions for the year 2025-26. In flush season the daily conversion quantity may exceed up to ____LPD. In lean period if the expected milk procurement is	





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	not achieved by the unions milk for conversion will be completely stopped and intimated the contract awarded firm well in advance.)	
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6.10 The Bidder should have the capacity to produce skimmed milk powder with the milk sent by the DCMPU.

6.11 **FINANCIAL:** The Bidder shall have *average annual sales turn-over for the last three financial years equal to the eAuction estimated value and minimum annual sales turn-over in each of the last three financial years shall not be less than 50% of the Auction estimated value.*

6.12 **ENCLOSURES:** The Bidder should submit the following documents, **self attested** along with the Technical bid.

- 1). Work orders as supportive documents to show the past conversion details carried out to any of the reputed dairies / firm(s) / coop(s) in India.
- 2). FSSAI annual or quarterly returns
- 3). Photostat copies of valid GST Registration Certificate, PAN Certificates. FSSAI / ISO 22000 / BIS
- 4). Infrastructure facilities – Capacity of Firm / Supplier:-
  - (i). Structure and Organization with details of Technical Personnel etc. – Annexure – A
  - (ii). Financial Capability Statement – Annexure – B
  - (iii). Building, Plant and Equipment's
  - (iv). Details of Abandonment of work Litigation / Debarring done Annexure-C
  - (v). Affidavit – Annexure – D
  - (vi). Credit Facilities – Bank Certificate – Annexure – E

#### 6.13 VALIDITY OF PRICE AUCTION

  
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Salem District Co-operative Milk  
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- a). The bid shall be valid for a period of 30(days) working days from the date of eAuction or the rate contract value of Rs.25,00,000/- which ever exhaust first.

**6.14 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:**

- a). Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b). Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

  
General Manager,  
Salem District Co-operative Milk  
Producers' Union Ltd.,  
Salem - 636 302.

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**Annexure – A**

**STRUCTURE AND ORGANISATION**

1	Name of the Applicant	:	
	Status	:	
	Individual contractor	:	
2	Sole Proprietary Firm	:	
	Firm in Partnership	:	
	Private Limited Company	:	
	Public Limited Company	:	
3	Head Office/Registered office address with phone / Telex / Fax Number	:	
4	Regional Office address with Phone / Telex / Fax Number	:	
5	Local office (if any) address with Phone / Telex / Fax Number	:	
6	Field of activity of the Applicant as per deed of Partnership / Memorandum of Association / Articles of associates (Civil) Engineering Contractor / General Engineering Contractor / Electrical Items - Engineering Contractor etc, should be specified.)	:	
7	Country and year of incorporation	:	
8	Main line of Business	:	
9	Name, position, status, capacity etc, of the Key personnel/ directors of the company (Attach organization chart showing the structure of the company / firm)	:	
10	Name, capacity and address of the signatory who has Signed the Qualification Application. Attested copy of authorization issued (either by power of attorney or as per articles of Partnership Deed / Memorandum of Association) in favour of the signatory to sign the qualification Application price Auction/ Agreement should be appended.	:	



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Annexure – B

**FINANCIAL CAPABILITY**  
(Please annexself attested copies)

1	Name and address of the Applicant	:			
2	Income Tax Permanent Account No. C.I. H. No.	:			
3	GST Registration No.	:			
4	Annual turnover as per audited statement of account duly certified by the Chartered Accountant during the preceding Three years (Attach attested copy of balance sheets)	:	TAX Year	Figures	Words
		:	2022-23		
		:	2023-24		
		:	2024-25		
	Financial Position	:			
	I. Cash in hand	:			
	II. Cash in Bank	:			
5	III. Current Assets	:			
	IV. Current Liabilities	:			
	V. Working Capital	:			
	VI. Net worth	:			
6	Outstanding value of works already committed and in progress and time left for completion. (Details for each work to be furnished separately)	:			
7	Amount available in capital Account	:			
	I. Paid up share capital of (Partners or Share holders)	:			
	II. Called up and subscribed share capital	:			
	III. Reserves under capital account	:			
	IV. Surplus under capital account	:			

03/05/2023  
P.B.  
General Manager,  
Salem District Co-operative Milk  
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Salem - 636 302.





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		:	TAX Year	Figures	Words
8	Net profit before tax during the preceding three years	:	2022-23		
		:	2023-24		
		:	2024-25		
		:			
9	Applicant's financial arrangements.	:			
	(a) Own resources	:			
	(b) Bank credits/ Over Draft	:			
	(c) Other source (Specify the source)	:			

**General Manager,**  
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**Producers' Union Ltd.,**  
**Salem - 636 302.**

P.B. / 2025  
03/06/2025  
[Signature]



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**Annexure – C**

**INFORMATION REGARDING CURRENT LITIGATION / DEBARRING /  
EXPELLING OF APPLICANT OR ABANDONMENT OF WORK BY THE  
APPLICANT**

1. (a) Is the Applicant currently involved in any Arbitration /  
litigation relating to any contract works Yes/No  
(b) If Yes, Details thereon
  
2. (a) Has the Applicant or any of its constituent partners  
been Debarred/Expelled by any agency during the Yes/No  
last Three years  
(b) If yes, Details thereon
  
3. (a) Has the Applicant or any of its constituent Partners  
failed to complete, any contract work during the past Yes/No  
Three years.  
(b) If yes, give details thereon

**Dated Signature of Applicant with seal**

**Note:** If any information in this Annexure is found to be incorrect or  
concealed, the Qualification Application will be summarily rejected  
& the bidder will not be allowed to participate in the eAuction.

  
**General Manager:  
Salem District Co-operative  
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Salem - 636 302.**

  
P.23   
03/06/2015  
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**Annexure – D**

**AFFIDAVIT**

**(To be furnished in a hundred Rupees Non-Judicial Stamp Paper duly  
Certified by Notary Public)**

- 1). I/We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/our knowledge.
- 2). I/We the undersigned do hereby certify that neither my/our firm/company nor any of its constituent partners have abandoned any work/works of similar nature and magnitude in India, during the Last Three years.
- 3). I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated rescinded, due to breach of contract on my/our part, during the last Three Years.
- 4). I/We the undersigned authorize (s) and request any bank / person / firm / corporation / Government Departments to furnish pertinent information deemed necessary and requested by the General Manager, SDCMPULtd, Salem to verify the statement made by me/us or to assess my/our competence and general reputation.
- 5). I/We the undersigned, understand(s) that further qualifying information / clarifications on the statement made by me / us may be requested by the Managing Director, and agree(s) to furnish such information/clarification within SEVEN Days from the date of receipt of such request from the Managing Director,

**Dated Signature of Applicant with Seal:**

To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

**Note:** In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company)

(Date)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at.....and signed before me on this day of ..... (Seal).

**(Signature of the Notary Public)**


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Salem - 636 302.



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7. **Evaluation and Comparison of the eAuction Offers**

- 7.1 The bid price should be inclusive of conversion charges, storage charges, Packaging material, other incidental charges and exclusive of GST. GST for conversion charges and others should be mentioned separately.
- 7.2 The quoted prices should be inclusive of storage charges for a minimum free storage period of 30 days for SMP .
- 7.3 The evaluation for successful bidders shall be based on price quoted, capacity to process and distance of the firm from our dairies.
- 7.4 **The distance of the firm from our dairies will also be considered as one of main criteria for evaluation of the lowest bid.**
- 7.5 If the circumstances justify and the management feel appropriate, TCMPPF will have right to allocate quantities to multiple bidders.

  
General Manager,  
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Salem - 636 302.

P. R. B.

03/06/20  
D. M. P.





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**Annexure I**

**CONVERSION LOSSES :-Maximum allowed**

1)	SNF loss % during conversion of Skimmed milk to SMP	Max 2.0%
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## Annexure II

### GENERAL CONDITIONS OF CONTRACT

#### **1.0 Definitions:**


1.1 In this Contract, the following terms shall be interpreted as indicated:


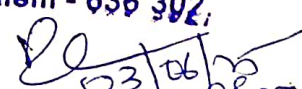
- a) "The Contract" means the agreement entered into between the Unions and the Converter, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Rate" means the rate payable to the Converter under the Contract for full and proper performance of its contractual obligations;
- c) "The Conversion Plants" means all the equipment, machinery, and/or other Plants, which the Converter is required to provide to the Unions under the Contract;
- d) "Services" means services ancillary to provide the conversion facility, such as conversion of milk in to SMP/BUTTER and other obligations of the Converter covered under the Contract;
- e) "GCC" mean the General Conditions of Contract contained in this section.
- f) "SCC" mean the Special Conditions of Contract
- g) "The Unions" means the organization utilizing the conversion facilities, as name in SCC.
- i) "The Converter" means the individual or firm providing the conversion facilities and Services under this Contract.
- j) "The Government" means the Government of TamilNadu State.
- k) "The Project Site", where applicable, means the place or places named in SCC.

1.2 "Day" means calendar day.

#### **2.0 Application:**

2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

  
General Manager,  
Salem District Co-operative Milk  
Producers' Union Ltd.,  
Salem - 636 302.

  
P.R.B.   
03/06/2019





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### 3.0 Standards:

- 3.1 The conversion Plants provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the 'conversion plants' country of origin and such standards shall be the latest issued by the concerned institution.

### 4.0 Uses of Contract Documents and Information; Inspection and Audit by the Government:

- 4.1 The Converter shall not, without the Unions prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Unions in connection therewith, to any person other than a person employed by the Converter in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Converter shall not, without the Unions prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself shall remain the property of the Unions and shall be returned (in all copies) to the Unions on completion of the Converter's performance under the Contract if so required by the Unions.
- 4.4 The Converter shall permit the Government to inspect the Converter's accounts and records relating to the performance of the Converter and to have them audited by auditors appointed by the Government, if so required by the Government.

### 5.0 Performance Security:

- 5.1 Immediately on receipt of the notification of contract award, the Converter shall furnish Performance Security in the form of Demand Draft or RTGS or NEFT to the SDCMPU for an amount as specified as



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detailed below) for each Conversion Plants valid up to the period of contract including extension period after the date of completion of performance obligations including extension period.

- 5.2 The proceeds of the performance security shall be payable to the DCMPU as compensation for any loss resulting from the Converter's failure to complete its obligations under the Contract.
- 5.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:  
NEFT or RTGS  
b) A Crossed Demand Draft or Pay order drawn in favour of the The General Manager, The Salem District Cooperative Milk Producers Union Ltd of the milk supplying DCMPU Ltd, payable at Salem.
- 5.4 The Performance Security will be discharged by the SDCMPU and returned to the Converter 30days from the date of completion of the Converter's performance obligations, including any Extension period under the Contract.

#### **6.0 Inspections and Tests:**

- 6.1 The Union or its representative shall have the right to inspect and/or to test the Conversion Plants to confirm their conformity to the Contract specifications at no extra cost to the Unions. SCC and the Technical Specifications shall specify what inspections and tests the Unions requires and where they are to be conducted. The Unions shall notify the Converter in writing in a timely manner of identification of any representatives retained for these purposes.
- 6.2 The inspections and tests may be conducted on the premises of the Converter or its sub Converter(s), at point of Production and/or at the conversion Plants. If conducted on the premises of the Converter or its sub Converter(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Unions.

  
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Salem - 636 302.

  
P. R. 03/06/25





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6.3 Should any inspected conversion Plants fail to conform to the Requirements, the SDCMPU Ltd may reject the conversion Plants and/or make alterations necessary to meet the requirements free of cost to the Unions.

6.4 The Unions have the right to inspect where/when ever necessary, reject the conversion facility & shall in no way be limited or waived by reason of the Conversion plants having previously been inspected and passed by the Unions or its representative prior to the issue of conversion order.

#### **7.0 Packing:**

The converted products shall be packed in Packing material with Union art work with "Aavin" brand only.

#### **8.0 Insurance:**

8.1 The Conversion facility provided under the contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, shifting, storage and delivery. In case of insolvency, property of union should be unconditionally stored.

#### **9.0 Payment:**

9.1 Payment of conversion charges: The Converter will raise a bill towards the conversion charges on weekly (7 Days) basis. The bill shall be raised on the SDCMPU by enclosing /mentioning the details of milk received and products manufactured during the period.

9.2 Payments shall be made promptly by the respective Unions but in no case later than Fifteen (15) days after submission of the invoice or claim by the Converter.

9.3 Payment shall be made in Indian Rupees by cheque / RTGS.

#### **10.0 Rates:**

10.1 Rates payable to the Converter as stated in the contract shall be firm during the performance of the contract.



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10.2 The contract rate means the finalized rate, payable to the Converter / Converter under the contract for eAuction and also for the full & proper performance of the contractual obligations.

10.3 The contract rate shall remain constant for the period of contract.

10.4 On any other account increase/decrease in rate will not be allowed during the contract period.

**11.0 Contract Amendments:**

11.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**12.0 Assignment:**

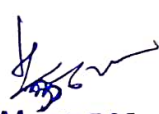
The Converter shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Unions prior written consent.

**13.0 Delays in the Converter's Performance:**

13.1 Performance of the Services shall be made by the Converter in accordance with the time schedule specified by the Unions in the Schedule of Requirements.

13.2 If at any time during performance of the Contract, the Converter or its sub-contract(s) should encounter conditions impeding timely production of the conversion plants and performance of Services, the Converter shall promptly notify the Unions in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Converter's notice, the Unions shall evaluate the situation and may, at its discretion, extend the Converter's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. The liquidative damages will be calculated Rs.415 per kg for fat and Rs.240 per kg for SNF.

13.3 A delay by the Converter in the performance of its obligations shall render the Converter liable to the imposition of liquidated damages unless an extension of time is agreed upon pursuant to other conditions 1.2 without the application of liquidated damages.

  
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Salem District Co-operative Milk  
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P.B. 03/06/15  
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#### **14.0 Termination for Default:**

14.1 The Unions may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Converter, terminate the Contract in whole or part:

- a) If the Converter fails to provide any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Unions or
- b) If the Converter fails to perform any other obligation(s) under the Contract.
- c) If the Converter, in the judgment of the Unions has engaged in corrupt or fraudulent practices in competing for an in executing the Contract.

For the purpose of this Clause:

**"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid rates at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

14.2 In the event the Federation terminates the Contract in whole or in part, the Federation may procure, upon such terms and in such manner as it deems appropriate, conversion facilities or Services similar to those undelivered, and the Converter shall be liable to the Union for any excess costs for such similar or Services. However, the Converter shall continue the performance of the Contract to the extent not terminated.



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#### **15.0 Force Majeure:**

- 15.1 Notwithstanding the provisions of contract the Converter shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 15.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Converter and not involving the Converter's fault or negligence and not foreseeable. Such events may included, but are not limited to, acts of the Unions either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 15.3 If a Force Majeure situation arises, the Converter shall promptly notify the Unions in writing of such conditions and the cause thereof. Unless otherwise directed by the Unions in writing, the Converter shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **16.0 Termination for Insolvency:**

- 16.1 The Unions may at any time terminate the Contract by giving written notice to the Converter, if the Converter becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Converter, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Unions.

#### **17.0 Termination for Convenience:**

- 17.1 The Unions, by written notice sent to the Converter, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Unions convenience, the extent to which performance of the Converter under the





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Contract is terminated, and the date upon which such termination becomes effective.

#### **18.0 Settlement of Disputes:**

18.1 The Unions and the Converter shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

18.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Unions or the Converter may give notice to the other part of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

18.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after provision of the conversion plants under the Contract.

18.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure

Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Unions shall pay the Converter any money due for the Converter.

#### **19.0 Limitation of Liability:**

19.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(a) The Converter shall not be liable to the Unions, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or



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interest costs, provided that this exclusion shall not apply to any obligation of the Converter to pay liquidated damages to the Unions; and

- (b) The aggregate liability of the Converter to the Unions, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Rate, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### **21.0 Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

#### **21.0 Notices**

21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile and confirmed in writing to the other Party's address specified in SCC.

22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **23.0 Taxes and Duties:**

23.1 Converters shall be entirely responsible for all taxes, duties, license fees, Permits, insurance etc., during the period of contract

#### **24.0 Converters Integrity:**

The Converter is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

#### **25.0 Converter's Obligations:**

The Converter is obliged to work closely with the Unions staff, act within its own authority and abide by directives issued by the Unions and implementation activities.

The Converter will be abided by the job safety measures prevalent in India and will free the Unions from all demands or





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responsibilities arising from accidents or loss of life the cause of which is the Converter's negligence. The Converter will pay all indemnities arising from such incidents and will not hold the Unions responsible or obligated.

The Converter is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Converter will treat as confidential all data and information about the Unions, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Unions.

#### **26.0 Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the conversion plants or any part thereof in the Unions country, the Converter shall act expeditiously to extinguish such claim. If the Converter fails to comply and the Unions is required to pay compensation to a third party resulting from such infringement, the Converter shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Unions will give notice to the Converter of such claim, if it is made, without delay.

#### **OTHER CONDITIONS OF CONTRACT TO MEET SPECIFIC REQUIREMENT OF DCMPU**

##### **1.0. VALIDITY OF CONTRACT**

- 1.1 This contract shall be valid for a period of 30 days <sup>P.R3</sup> ~~15-DAYS~~ from the date of commencement of the contract or the value of rate contract value of Rs.25,00,000/- which ever exhaust first . The rate quoted is applicable for **the above mentioned period or value** any changes in the rate within the contract period is not allowed.



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- 1.2 The SDCMPU reserves the right to extend the contract period which shall be for a further period up to **15 days** from the date of expiry if the rate contract value falls down below Rs.2500000/-.

**2.0 SPECIFIC REQUIREMENTS OF DCMPU:**

- 2.1 **The Converter shall convert the Skimmed milk of the union into Skimmed Milk Powder-(SMP).**

- 2.2 **HANDLING OF MILK:** The converter shall receive the Skim /Whole milk from the Milk Union as per Milk Movement plan which is based on availability of surplus Milk and arrange to unload of Skim/Whole milk & store separately.

- 2.3 **CONVERSION LOSSES :-** Fixed by TCMPF as below

1)	SNF loss % during conversion of skimmed milk to SMP	Max 2.0%
----	---	----------

**B) Minimum Expected YIELD CALCULATION: Yield of the product to be calculated in the following way**

**For eg:**

**1. SMP Yield :Skimmed milk**

10, 000 kgs of Milk with 8.5%SNF contains 850 kg SNF ..... (1)

SNF handling loss at 2.0% 17.00 kg SNF..... (2)

Difference of (1) & (2) 833 kg SNF..... (3)

Yield of SMP with 96.5% SNF will be -  $(833/96.5\%) = 863.21$  kgs

- 2.4 The Quality & Quantity of Milk as recorded by the Milk sending Union will be final for the purpose of accounting.

- 2.5 In case of any variation in quality & quantity the issue shall be resolved with mutual consent by both sending union & Conversion plant (Receiving dairy)

- 2.6 The Converter has to acknowledge the time of arrival of Milk tanker from the supplying union as soon as it reaches their plant.





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- 2.7 Formula to be used for analysis of milk is  $SNF\% = (CLR/4 + 0.20X(FAT\%) + 0.36)$ , tested at 29°C, (84°F) or analysis based on gravimetric method, and the instruments with FTIR technology for processed milk .
- 2.8 The testing of milk shall be conducted only by using the calibrated Zeal or Star Lactometer and Butyrometer from NABL approved calibrated laboratory.
- 2.9 The converter shall inform the Unions on regular basis, (daily) on the milk receipt & the quality of product manufactured to plan lifting of stocks.
- 2.10 The converter shall handle/convert Union milk separately and store separately. Shall not use Union milk or milk product for their own use/other purpose.
- 2.11 The converting plant shall have proper Dry godown facility for storage of SMP & proper Deep freeze facility for storage of Butter, such that the temperature of the Butter shall be Not more than -15°C, at the time of lifting.
- 2.12 The converter shall handle/convert Union milk separately and store separately. Shall not use Union milk or milk product for their own use/other purpose.
- 2.13 The converter shall ensure that the quality of SMP / BUTTER conforms to the respective Union standard as in Annexure-IV
- 2.14 The Converter shall hand over the converted stocks to the respective Unions on receipt of conversion charges until such time it is the responsibility of the Converter to safeguard the products by adopting good storage practices. Product loss, if any, due to the unforeseen circumstances like fire, theft etc. shall be the responsibility of the Converter. The Converter shall arrange for the storage insurance (with 100% coverage) for the product manufactured/stored.
- 2.15 In case the manufactured product do not conform to the specification laid down, the Converter shall make the replacement of the product



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with good product at his own cost. Any batch of the converted product found rejected by the purchaser of the product due to poor quality the financial losses should be borne by the converter.

- 2.16 Converter shall undertake the conversion by following "Good Manufacturing Practices" and also maintain proper sanitary and hygienic conditions in the conversion, packing and storage of the product.
- 2.17 SMP will be packed in poly liner and finally packed in 25 kgs Bags. Each bag of SMP should carry the labeling & declarations clearly to identify the producing factory, the lot/batch no., manufacturing date, FSSAI no. etc as specified under various Acts/rules. The packing material used for the packing of SMP/Butter shall conform to TCMPF specifications as in **Annexure-V**
- 2.18 The converted products shall be packed in packing material with Union art work with "Aavin" brand only.
- 2.19 The packing material of "Aavin" brand shall not be used for packing of your products, and if any such incidents noticed by Union action will be initiated as per the law of brand misuse.
- 2.20 The Converter shall ensure that product so manufactured shall have a shelf life of one year from the date of manufacturing.
- 2.21 The converter (Conversion Plant) shall follow the Union guidelines for conversion operations as in Annexure-III
- 2.22 **The converting plant shall have ISO 22000 Certification and food safety management system/ HACCP**
- 2.23 Payment of conversion charges: The Converter will raise a bill towards the conversion charges on Weekly(7 days) basis. The bill shall be raised on the Milk Sending Union by enclosing /mentioning the details of milk received and products manufactured during the period.
- 3.0 Award of the contract shall be decided based on the following parameters:
- a) Conversion Charges.






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- b) Transportation charges.
- c) Meeting of all the requirements as specified in Auction Document.

#### 4.0 TERMINATION CLAUSE:

- a) Either of the parties shall terminate the contract mutually based on the availability of milk.
- b) Union Shall terminates the contract if there are violations of the conditions agreed upon in the contract.

  
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Salem - 636 302

P.R.B. 03/06/2018



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### Annexure III


#### **GUIDELINES FOR CONVERSION OPERATION:-**

##### **1. Guidelines for the Conversion Operation.**

##### **1.1 Guidelines for the Conversion plants**

1. Quantity and Quality of Milk: The quality and the quantity of raw milk shall be checked as per the SDCMPU Quality norms and guidelines prescribed hereunder by the party immediately after arrival of the tankers at the premises. The raw milk must be free from any adulterants as well as preservatives.
2. Quality Parameters: The Conversion party shall maintain all the records of testing of raw milk, online (in process) analysis and final products and these shall be made accessible to the Union as and when required. Milk not meeting the prescribed standards shall be out rightly rejected.
3. The Conversion party shall ensure the availability of all the manufacturing and testing facilities at the factory premises and maintain them properly including its calibration at regular interval, etc to ensure precision testing.
4. The packing materials shall be procured by the conversion plants as per the specifications provided by the SDCMPU with Union artwork. Upon receiving of packaging materials, the same should be subjected to quality check at laboratory for all the prescribed quality parameters such as thickness, bursting strength, print etc and results shall be recorded in the concerned packaging test register.
5. Conversion plants shall bear the responsibility of ensuring the net quantity of SMP&Butter bag and carton respectively.
6. Conversion plant should have the facility to manufacture Powder from the milk sent for conversion
7. Conversion plants shall dispatch the commodities along with the Test Report for the batches being dispatched.

  
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8. Conversion plants shall follow the quality plan and guidelines of Union, coding system of Batches, Traceability system and weighing system in manufacturing SMP&Butter
9. The products manufactured at the premises of conversion plants shall conform to Union specifications. Conversion plants shall check online quality of the products being manufactured and accordingly segregate the products not meeting the quality parameters.
10. Every batch of products to be dispatched shall get clearance from the officers of Union or converting unions deputed there before its dispatch.
11. Surprise visits shall be made by Union officers. If the products do not conform to the quality standards of SDCMPU during the testing by the Union officers at the premises of conversion plants as well as finally at the unions, the non-conforming products shall be sent back to the conversion plants and the conversion plants shall bear all the expenses incurred.
12. SMP shall be packed in 25 kg liner with kraft paper bags bearing the approved artworks of Union.
13. The batch wise quality shall be ensured by the QC staff and the quantity shall also be reconciled by the production staffs of the respective union at the time of lifting the conversion products from the conversion dairy.



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**General Good Hygiene Practice and Good Manufacturing Practices :**

1. Self closing door shall be provided at all products manufacturing and packing rooms.
2. Air curtain at the entrance shall be provided at all products manufacturing and packing rooms.
3. All exterior openings shall be provided with appropriate screens and curtains to prevent entry of insects, birds or animals.
4. Pest-o-flash shall be provided at appropriate places in all processing and packing room.
5. Pest control system shall be in placed in product storage room.
6. Good Hygiene condition of workers shall be maintained and mouth mask, head gears, hand gloves shall be provided.
7. Coding of Batch No. Conversion plant shall follow the coding system (ex A 01, where A is the Month January, 01 is the date or as directed by Union from time to time).
8. Date of Manufacture (DOM), Batch No, Bag Bo shall be legibly written with marker/Printed on the bag.
9. Products shall be stored only on plastic pallets

**Quality Plan for SMP Manufacturing**

Conversion Plants shall follow Quality plan of union for manufacturingSMP to meet the requirements of union. The quality plan is compiled based on the SOPs and GMP for manufacture of SMP to ensure the quality and safety of the product.

1. Wet cleaning schedule (at least once in a fortnight) depending upon the conditions of drying chamber.
2. CIP schedule for Milk tanks etc.
3. Batches that do not meet the specifications shall not be dispatched.

  
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P.R. 23  
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### Specifications of incoming Whole milk and Separated Skim milk.

Whole milk / Skim Milk quality to be supplied as under:

1. Raw chilled with a minimum Fat % of 3.8 and 7.8 % SNF
2. Skim Milk will be Pasteurized / Normal Flavor
3. SNF in Skim milk will be above 8.1%
4. Acidity :0.135 to 0.163
5. MBRT : Minimum 30 minutes
6. COB : Negative
7. OT : satisfactory
8. Free from adulterants.
9. Temperature- Between 5-7°C

### Annexure IV

#### Specifications of Skimmed Milk Powder

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

#### PRODUCT SPECIFICATION

##### 1. TCMPF SPECIFICATION FOR SKIMMED MILK POWDER


Sl. No.	PARAMETERS	TCMPF SPECIFICATION
1	Description	Creamy yellow/white in colour, free from lumps and free from extraneous matter, added colour and free from off flavor
2	Flavour	Pleasant and clean flavour, free from off flavour.
3	Milk Fat, percent by mass	Max. 1.5
4	Insolubility Index, ml	Max. 0.5
5	Moisture, percent by mass	Max. 3.5
6	Milk Protein in Milk Solids not fat, percent by mass	Min. 34.0
7	Total ash on dry matter basis %	Max. 8.2
8	Titrateable Acidity,ml of 0.1N NaOH/10 g of solids not fat	12 - 18 ml
9	Scorched Particles	Max. 15mg, equivalent to Disc B



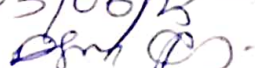
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10	Bulk Density	0.50 – 0.60
11	Preservatives, Adulterants & Neutralizers	Negative
12	Wettability	Not more than 1 minute
13	Sodium Content	550 mg/100 g. Max
14	Total Plate Count, per g	Max.30,000
15	Coliform Count per g	Max.10
16	E.Coli, per g	Absent
17	Salmonella, per 25 g	Absent
18	Staph aureus, per g (coagulase positive)	NIL
19	Listeria Monocytogenes/g	Absent
20	Anaerobic Spore count/g (Clostridium perfringenes)	Max. 10
21	Aerobic Spore count/g (Bacillus cereus)	Max. 100

  
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**Kraft Bag for Skimmed Milk Powder**  
(Specifications as per IS:11824-1986)

**HDPE WOVEN BAGS FOR PACKING 25 KG. SMP (BROWN COLOUR).**  
**PRINTING INK COLOUR SHALL BE TCMPF BLUE**

**Material Descriptions:**

Material shall confirm the specification Laid down in IS:11824-1986

Outer Dimension	:	910 X 450 mm $\pm$ 5 mm
Avg. Gussets	:	100 mm $\pm$ 5 mm
Stitching	:	The stitching at the side and the bottom of the bag shall be done by two rows of chain or lock stitches using plied yarn of rayon or any other manmade fibre and the number of stitches shall be approximately 10 mm away from the edge of the bag and the two rows of stitches shall be about 5 mm apart. The stitching shall be uniform and without loose thread or knots.
Avg. GSM	:	(Kraft paper +LDPE =HDPE) : 190 GSM)
Avg. Weight of the bag:	:	210 gm (min.)
Acceptance limits	:	GSM of the kraft paper – LDPE- Layers is 185-189 gms or weight of bag is 210-220 gms. Proportionate penalty will be imposed. (Whichever is less will be taken for calculation for penalty).
Rejection conditions	1.	If it is not confirm the specified standards as prescribed in the

**LDPE LINER FOR PACKING 25 KG. SMP**


Description	:	Co-extruded unprinted made from food grade material shall be free from dust and pin holes, shall not show dull in color and shall not shown with shades of other colors or otherwise it is rejected.
Dimension	:	1075 X 540 mm $\pm$ 10 mm
Avg. Thickness	:	Minimum 75 microns
Bottom sealing	:	Shall be perfect
Avg. Yield per kg	:	Minimum 11.0 bags.
Acceptance limits	:	If it is 74-70 Micron, 2% penalty will be imposed and yield per kg. Proportionate penalty will be imposed upto 10.0 bags.
Rejection condition	1.	If it is not confirmed the laid down standards except thickness and average yield per kg.
	(or)	
	2.	If the material thickness is 69 microns and below
	(or)	
	3.	Yield per kg. of 9.90 bags and below



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**\*\*\*If the govt.put ban on LDPE film the contract awarded firm should go for alternate packing materials approved by Govt.and no additional cost will be entertained**

**General Manager,  
SDCMPU Ltd,  
Salem.**

  
**General Manager,  
Salem District Co-operative Milk  
Producers' Union Ltd.,  
Salem - 636 302.**

