



# मिथिला दुग्ध उत्पादक सहकारी संघ लि०

समस्तीपुर डेयरी, औद्योगिक क्षेत्र, पो०: हरपुर एलौथ, जिला: समस्तीपुर- 848101

Tel : 06274 - 228013, Email: mithila.idis@gmail.com

Website: www.mithiladairy.com



सं०: मदुस: अभि०: 384

दिनांक : 05/02/2020

## निविदा सूचना सं० : 02/2020

मिथिला दुग्ध संघ, समस्तीपुर द्वारा पश्चिम बंगाल राज्य के दुर्गापुर एवं इसके आस-पास के शहरों में पॉरुच दूध सुधा के मानकों के अनुसार शीतकरण, विधायन एवं दूध व दुग्धजन्य पदार्थ के पैकिंग करने हेतु इच्छुक निविदादाता से दर दिनांक 07.02.2020 से 02.03.2020 तक आमंत्रित किया जाता है। इच्छुक निविदादाता जिन्हें स्वयं अथवा भाड़े का डेयरी प्लांट उपलब्ध हो, निविदा प्रपत्र भरकर उक्त अवधि तक मिथिला दुग्ध उत्पादक सहकारी संघ लि०, समस्तीपुर डेयरी, औद्योगिक क्षेत्र, पोस्ट: हरपुर एलौथ, जिला : समस्तीपुर - 848101 (बिहार) में जमा कर सकते हैं।

इच्छुक निविदादाता निविदा प्रपत्र संघ मुख्यालय, समस्तीपुर डेयरी कार्यालय के रोकड़ शाखा से रुपये 10,000.00 (दस हजार) भुगतान के आधार पर प्राप्त किया जा सकता है। संघ के वेबसाइट- [mithiladairy.com](http://mithiladairy.com) से डाउनलोड करने की स्थिति में निविदा शुल्क का बैंक ड्राफ्ट रु० 10,000.00 निविदा के साथ जमा किया जाएगा। ड्राफ्ट मिथिला दुग्ध उत्पादक सहकारी संघ लि०, समस्तीपुर में भुगतेय संलग्न करना अनिवार्य होगा।

प्रबन्ध निदेशक

प्रति०: सूचना पट्ट।

समस्तीपुर/दरभंगा/मधुबनी/रोसड़ा/ताजपुर- सूचना पट्ट पर प्रदर्शित करने हेतु।

: प्रभारी लेखा, संघ (मु०) समस्तीपुर।

: प्र० नि० प्रकोष्ठ, संघ (मु०) समस्तीपुर।



**Mithila Dugdh Utpadak Sahkari Sangh Ltd.**

Samastipur Dairy, Industrial Area, PO: Harpur Alowth, Distt: Samastipur - 848101

Tel : 06274 – 228013, Email: mithila.idis@gmail.com;

Website: www.mithiladairy.com



## **Tender Document**

### **Chilling, Pasteurization, Standardization & Packing of Milk**

#### **CONTAINS**

1. Format for Technical bid : Page No – 02 to 03.
2. Format for Commercial bid : Page No – 04.
3. General Terms & Conditions : Page No – 05 to 06.
4. Draft Agreement : Page No – 07 to 15.
5. Draft Security Bond : Page No – 16.

Tender document selling period : **07-02-2020 to 02-03-2020**  
(During 11:00 hrs to 16 hrs on every working days)

Last date of Tender submission : **03-03-2020 upto 4:00 PM.**

Tender opening date : **04-03-2020 upto 11:30 AM.**

Cost of tender document : **Rs. 10,000/-**

(Ten Thousand only) Per document.



# Mithila Dugdh Utpadak Sahkari Sangh Ltd.

Samastipur Dairy, Industrial Area, PO: Harpur Alowth, Distt: Samastipur - 848101

Tel : 06274 – 228013, 228012, Email: mithila.idis@gmail.com;

Website: www.mithiladairy.com



## Tender for Chilling, Pasteurization, Standardization & Packing of Milk

### TECHNICAL OFFER

Self attested  
passport size  
photo

1. Name of Applicant / Firm :-
2. Name of Firm :-
3. Ownership/Partnership details :-
4. Address (Factory Address) :-  
(Encl., relevant documents)
5. PAN /TAN No. :-
6. GSTIN Registration No. :-
7. Factory License No. :-
8. Labour License No. :-
9. FSSAI No. :-
10. E.P.F Registration No. :-
11. ESI Registration No. (if applicable) :-
12. Trade License No. :-
13. Registered under Income Tax :-  
(Enc. Photocopy of last three year returned filled)
14. Audited Accounts :-  
(Enc. Photocopy of last three Years of balance sheet)
15. Team of Technical / Key person with their qualification :-

16. Past experience :-  
(Enc. Photocopy of operation in dairy)
17. Handling capacity
- A) CHILLING :-
- B) Pasteurization & Standardization :-
- C) Packing of Milk :-
- D) Any other information related to Milk & Milk Products :-  
(List the infrastructure & major machinery with capacity & Nos.)

18. List of Assignment OF Operation of Dairy or :-  
Similar nature of work

19. Preference will be given to the unit in operation and situated within the radius of 40 KM & 20% (Approx) of Durgapur town.

20. Details of EMD Rs. One lakh details DD No. ----- dt.-----  
issuing Bank -----

21. Bidders are requested to sign each and every page of the draft Agreement, Surety Bond, General terms and conditions and to be enclosed alongwith technical bid in token of acceptance of terms and condition of the agreement & surety bond.

We declare that we have read and understood the general terms & conditions and draft agreement related with the work. We are furnishing above information in line with requirement mentioned in above documents. We shall produce original copy of all documents on tender opening date on demand for which photocopy is being enclosed.

Place :-

*Sign of Tenderer*

Date :-

**Encl.:-**

1. Bank DD of Rs. One lakh.
2. Self signed photocopy of documents related to Sl. No. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14
3. Original documents related to Sr. No. 15, 16, 18 above.
4. Sl. No. 5 to 10 are mandatory.



# Mithila Dugdh Utpadak Sahkari Sangh Ltd.

Samastipur Dairy, Industrial Area, PO: Harpur Alowth, Distt: Samastipur - 848101

Tel : 06274 – 228013, Email: mithila.idis@gmail.com;

Website: www.mithiladairy.com



## Offer for Chilling, Pasteurization, Standardization & Packing of Milk

### COMMERCIAL OFFER

1. Name of Applicant / Firm :-
2. Name of Firm :-
3. Ownership/Partnership details :-
4. Permanent Address (Factory Address) :-  
(Enc. Relevant documents)
5. Rate / ( Rs per KG )
  - a) Pasteurization of Milk :-
  - b) Pasteurization & Standardization and Packing of Milk and dispatch of packed milk through marketing vehicle :-
  - c) Any other related to Milk & Milk Product manufacture, proper dispatches to market
    - Dahi (in jars) :-
    - Paneer (in pkts.) :-
    - Any other indigenous products :-
6. **Handling Losses:-**
  - a) Pasteurization of milk  
(with SMP/WMP/WB if required)
  - b) Standardization/Pasteurization, Packing & Stacking of pouch milk in milk crates of 10 ltr.  
Each for 500 ml/1000 ml pouch and staking in cold store.
  - c) Other products (Sweet/Dahi/Paneer or any indigenous products).
  - d) Milk poly film per kg of film for 500 ml pouch/1000 ml pouch.
  - e) Packing material loss for other products Dahi/Paneer etc.

Self attested  
passport size  
photo

We declare that we have read and understood the general terms & conditions and draft agreement related with the work. We are furnishing above information in line with information mentioned in above documents.

Date :-

*Sign of Tenderer*

Place :-

Note: HSD, Electricity, Labour, Skilled Man power, Security, Operation & Maintenance of Dairy and related jobs are included in quoted rate. The calculation sheet is attached with commercial offer.



# Mithila Dugdh Utpadak Sahkari Sangh Ltd.

Samastipur Dairy, Industrial Area, PO: Harpur Alowth, Distt: Samastipur - 848101

Tel : 06274 – 228013, Email: mithila.idis@gmail.com;

Website: www.mithiladairy.com



## GENERAL TERMS & CONDITION

- 1] Tenderer shall have to deposit Rs. 1,50,000.00 (One lac fifty thousand) as earnest money with the tender in form of Bank Demand Draft from any nationalized bank in favour of "MITHILA DUGDH UTPADAK SAHKARI SANGH LTD." payable at SAMASTIPUR. Earnest money of successful bidder shall be adjusted in security money. Earnest money of unsuccessful bidder shall be returned, and no interest shall be paid on the earnest money. If successful bidder does not comply other formalities and does not start work within 30 days from issue of work order the earnest money may be forfeited.
- 2] After selection as a contractor he shall have to deposit the security money and execute an agreement on non-judicial paper of Rs. 10,000/- and surety bond on Non judicial stamp paper of Rs. 1000/-. Both the documents shall be acknowledged by a notary with suitable affidavit.
- 3] Tenderer shall have to send technical & commercial offer in two separate sealed envelop. Envelop containing Technical offer should be super scribed with "Technical bid for Chilling, Pasteurization & Standardization & Packing of Milk" and envelop containing commercial offer should be super scribed with "Commercial bid for Chilling, Pasteurization & Standardization & Packing of Milk" technical offer of all Tenderer shall be opened but commercial offer of only those Tenderer shall be opened who will qualify in Technical Bid.
- 4] Original copy of all documents whose photocopy is being enclosed with the offer should be brought on Tender opening date for verification (if required)
- 5] **While filling the Tender form over writing and use of white ink should be avoided. (If overwritten/white inked it should be counter signed)**
- 6] Offer through Fax/email shall not be entertained.
- 7] It is better to write all numerals filled in Technical and Commercial bid in digits as well as in words. In case of doubt information in words shall prevail.
- 8] Tenderer shall have to submit photocopy of Pan Card or evidence of apply for the same and Income Tax returned copy of last three years alongwith balance sheet.
- 9] Sealed envelops should be sent to Managing Director at the above address which should reach on or before **03/03/2020 at 04:00 PM by Courier/Speed Post/Regd. Post** if on **03/03/2020** holiday is declared it will be received till the next office day.
- 10] Tender received shall be opened on **04-03-2020 at 11:30 AM** in the Conference hall of the milk union at the above address in presence of the Tenderer or their authorized representative who chose to be present. If on **04-03-2020** holiday will be declare than it will be opened on the next office day/working day.

- 11] Tenderer should submit the audited copy of last three years Balance Sheet and Profit loss account with turnover.
- 12] Each Tenderer should submit only one tender.
- 13] Tender may be submitted by any proprietor firm, partner ship firm, joint firm, company, joint company, Self-help group, Co-operative society or swawlambi society. Tenderer shall have to submit legal agreement, MOU or bylaws of the firm duly certified by the proper authority. It will be necessary that Tenderer firm is basically engaged in job of preservation of food by cooling down its temperature. Milk & milk products processing & packing.
- 14] Tender from an firm/company/society/self help group shall be filled by its chief executive and he/she shall have to submit the document for his/her authorization to fill tender and do negotiation and agreement on behalf of the firm/company/society/self help group otherwise tender shall be treated as an offer from an individual.
- 15] Correspondence address of the firm/company/society/self help group should be the same as mentioned in their legal documents.
- 16] Other than experience certificate all documents shall have been obtained/issued before publication of the tender notice.
- 17] All documents shall be in the same name & address by the name and address Tenderer have filled the tender.
- 18] Under singed reserves the right to cancel any or all tenders at any time. Samastipur court shall be our court of jurisdiction.
- 19] Tenderer shall have to give an affidavit declaring that no employee of the milk union or COMFED has any commercial interest with him/firm.
- 20] Milk union shall provide chilled milk, SMP/WMP, WB and packing materials required to the dairy of the tenderer. Tenderer shall require to produce the agreed products besides pasteurised pouch milk in three varieties; i.e. Toned Milk, Standard Milk and Full Cream Milk. Tederer shall follow the dairy/FSSAI norms in handling & producing the agreed pouch milk & milk products. Primary and secondary packing material shall be labeled properly under the preview of statutory norms.

## **“AGREEMENT”**

This AGREEMENT (hereinafter called the “Agreement”) is made at ..... on the day ..... of ....., ..... between Mithila Dugdh Utpadak Sakhari Sangh Ltd. (hereinafter called the “MMU” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) having its corporate office at Mithila Dugdh Utpadak Sakhari Sangh Ltd. Samastipur and on the other hand, M/s ..... (hereinafter called “ ” which expression shall include their respective successors and permitted assigns) having its Regd. office at

WHERE AS the “ ” has approached “MMU”, offering them to processing of milk for distant despatch, Packaging of liquid milk into pouches, Production of Paneer/Vacuum Pack Paneer and other products as per the requirement under the brand of “SUDHA” and “MMU”, has agreed to award the work to “ ” subject to certain terms and conditions.

Now both the parties have agreed to work together on the following terms and conditions:

### **TERMS & CONDITIONS**

#### **1. DEFINITIONS**

- 1.1 “Agreement” shall mean this agreement together with all annexure appended hereto and shall include any modifications and alterations hereto made in writing.
- 1.2 “Confidential Information” shall mean and include any information, data specifications, instructions, documentation and other sensitive information including product formulations, raw material specifications and additive formulations of a confidential nature.
- 1.3 “Effective Date” shall mean the date on which the Authorised Representatives of the parties have agreed to execute this agreement.
- 1.4 “Facility” shall mean – “..... . manufacturing facilities located at – ..... which shall be used in the manufacture of the products.
- 1.5 “Licenses” shall mean all clearances, licenses, registrations and/or permits required by any law in relation to the conversion, manufacturing, processing, packing and/of sale of the products.
- 1.6 “Products” shall mean and refer to Concentrated milk for distant despatch, Packaged liquid milk, Sterilised Paneer/Vacuum Pack Pnaeer or any other product as agreed by between the parties from time to time in different flavours, shapes, dimensions, pack sizes, specifications/recipes of the company and confirming to PFA Standards as amended from time to time.
- 1.7 “Parties” shall mean MMU & ..... and party shall mean either the company as the case may be.
- 1.8 COMFED means Bihar State Milk Cooperative Federation Ltd. the apex body with whom MMU is affiliated.
- 1.9 “Specifications” shall mean the shape, size, dimensions, recipes, quality standards/norms and quality control procedures of the products and design, colour scheme of label of the products including packaging materials of different pack sizes as specified by the MMU from time to time and to be adhered strictly by ..... in the sourcing of raw materials/packing materials and in the manufacture and quality of the products.
- 1.10 “Trade Marks” shall mean the trademarks used by the company as trademark user.

#### **2. TERMS OF THE AGREEMENT**

- 2.1 This agreement shall be for a period of one year with effect from 20 ..... to 20.....
- 2.2 This agreement may be extended further as mutually agreed between the parties in writing. However, if not extended, it will automatically seize on its date of expiry.
- 2.3 Packing, processing, standardization, packing of milk & milk product other than SUDHA brand will not be permitted at your dairy plant.

#### **3. QUALITY CHECKS**

- 3.1 MMU may depute one or more than one authorised representative of Quality Control at the premises of the ..... permanently or as and when required. The authorized representative of the MMU shall have right at any time to:
- 3.2 Implement and/or observe the various provisions of this agreement and matters incidental thereto and connected therewith;



- 3.3 Cause to ensure implementation and/or observance of the various provisions of this agreement and matters incidental thereto or connected there with by the -----.
- 3.4 The authorised representative shall have the right of inspection of the quality of milk received, equipments, plants, machinery, storage of products, quality activities and the manufacturing as well as storage practices.
- 3.5 The authorised representative shall inspect the premises in regard to sanitation and hygienic practices and conditions as well as the records regarding the quality of milk, quality and manufacturing of Concentrated milk for distant despatch, Packaged liquid milk, Sterilised Paneer/Vacuum pack paneer etc. as well as packaging materials and packaging practices and or as may be directed to inspect by Union.

#### 4. CONVERSION/ PROCESSING/ TESTING/ PACKAGING

- 4.1 MMU has agreed to get Packaged liquid milk, Sterilised Paneer/Vacuum pack paneer under the brand name of "Sudha" from the milk arranged by the MMU. The Products shall be packed in different poly pack sizes, bearing the brand name of COMFED – "Sudha".
- 4.2 The ----- shall ensure the availability of all manufacturing and testing facilities at the factory premises and maintain them properly including its calibration and stamping etc. at regular interval, to ensure the precision of testing.
- 4.3 The ----- shall preserve the control sample of each batch of products till the self life of the products.
- 4.4 The ----- shall send to MMU the Report of Analysis done by outside laboratory of water as per IS 4251; pooled sample of raw milk for Aflatoxin M1, Pesticide Residues, Anti-Biotic Residue; SMP for Pathogens (*Salmonella, Shigella, Staph. Aureus and E. coli*) and heavy metals as well as Effluent Water Analysis Report on an interval of once within three months.

#### 5. QUANTITY & QUALITY OF MILK

- 5.1 MMU shall arrange to send milk for packaging & marketing from its own resources, sister milk unions/agencies/COMFED's approved suppliers to the extent of its requirement. The ----- shall receive the milk from the suppliers on behalf of MMU.
- 5.2 The quality of milk shall be checked as per the ----- standards prescribed in Annexure – I by the ----- immediately after arrival of the tankers at the ----- Dairy's premises in presence of MMU's authorised representative. The milk must be free from all adulterants as well as preservatives. The milk not conforming the company standards shall not be accepted for manufacturing of Products.
- 5.3 The quality results and the quantity details of unloaded milk by the ----- at the time of delivery at its premises taken in presence/consultation of representative of MMU shall be final. The test protocol followed must conform to the BIS Method of MDTL Manual.

#### 6. QUALITY PARAMETERS

- 6.1 The ----- shall maintain all records of testing of raw milk, on line analysis and final products and it shall be made accessible to the MMU as and when required. The quality of raw milk (mixed milk) shall confirm to MMU standards as mentioned in ANNEXURE-I. The Milk not meeting to the above standards shall be rejected out rightly.
- 6.2 The ----- shall follow the set quality plan as per GMP, GHP and GLP to adhere to the stringent quality practices to meet the requirements of the MMU. The ----- shall bear the responsibility of ensuring the net of Liquid Milk packed in poly films. The ----- shall dispatch the products along with the Test Report for the batches being dispatched.
- 6.3 The products manufactured at ----- will confirm to MMU specifications mentioned in ANNEXURE-II A & B. The ----- will check on line quality of the products being manufactured and accordingly segregate the products not meeting the quality parameters. Every batch of products shall get clearance from the VDO deputed there before its dispatch. If the products don't conform to the VDO at the ----- Premises as well as finally at the MMU test Laboratory or at the market, the products shall be sent back to the ----- and the ----- shall bear all the expenses incurred in manufacturing and transferring the products to the MMU including the cost of milk.

6.4 The Food grade packing material confirming the ISO standards shall be used for packing of milk products. The products shall be stored in the environment required for that product.

## 7. RECOVERY NORMS

7.1 -----, agreed to provide following recoveries in SNF and Fat considering maximum losses as indicated below:

- |                                |   |      |
|--------------------------------|---|------|
| a) Paneer manufacturing        | : | %    |
| b) Liquid Milk packaging       | : | % TS |
| c) Packing material for milk   | : | %    |
| d) Packing material for Paneer | : | %    |
| e) Packing material for Dahi   | : | %    |
| f) Milk pasteurization         | : | %    |
| g) Any other product           | : | %    |

## 8. CONVERSION AND PACKING CHARGES

8.1 An amount of Rs.----- per kg of Paneer and Rs.----- per ltr of Milk in 500/1000 ml. shall be charged as conversion production & packing charges respectively by the -----.

8.2 MMU will arrange the total packaging materials required for Pouch milk & Paneer/Dahi as per specifications.

8.3 MMU will release the charges to -----, as per clause No. 8.1 of this agreement within fifteen working day after receiving commodities and the bill from -----.

8.4 The products will be stored at the premises of -----, MMU shall make necessary arrangements for lifting/consumption of the same.

## 9 INSURANCE

9.1 -----, shall arrange proper comprehensive insurance for the finished goods and raw material including packing materials.

9.2 The insurance coverage will be in favour of MMU.

9.3 The cost of insurance premium shall be reimbursed by MMU for the product and other materials stored at the premises of -----.

## 10 TERMS OF PAYMENT

10.1 The -----, will raise a bill towards the conversion/production charges for every 15 days i.e. on every month 16<sup>th</sup> & 30<sup>th</sup> /31<sup>st</sup> regularly. The bills will be raised on the MMU by enclosing/mentioning the details of milk received and products manufactured during the period.

10.2 MMU shall arrange payment for conversion charges, as per the rate indicated under point no. 8.1 above, in the form of bank draft or cheque or through RTGS in favour of -----, within ten working days after the receipt of the bills. The bank charges incurred on demand draft/RTGS will be borne by the -----.

10.3 The loading of the milk products from godown/deep freezers/cold storage to the trucks, transportation cost to MMU or the destination and transit insurance charges for the product shall be borne by MMU.

## 11 DESPATCHES & DOCUMENTATION

The liquid milk processed at -----, converted into concentrated milk, Paneer, Liquid Milk and other products at -----, premises would be handed over to the MMU and MMU, as per their requirement will transfer the products, to their distributor, retailers, units/unions or use it for reconstitution purpose.

**12 CONFIDENTIAL INFORMATION**

- 12.1 The -----, shall keep secret and confidential all information, data, recipes, specifications, designs, shapes, technical know-how or manufacturing formula of the products and packaging materials and or any confidential information received by from the MMU during the pendency of the agreement, shall not, directly or indirectly, disclose, divulge, communicate or reveal to any third party/person/individuals/companies/institutions etc at any cost, either during the pendency of this agreement or at any time thereafter unless so authorised in writing by the MMU.
- 12.2 The provisions of this clause shall not apply to Confidential Information if the same is or comes within the public domain through no act of a party or was in the possession of the party prior to its disclosure hereunder and such party can so prove or is independently developed by the party and such party can so prove or is received by the party from another source without restriction on disclosure.

**13 INDEMNIFICATION**

- 13.1 Notwithstanding anything herein contained, the -----, shall indemnify and shall at all times keep indemnify the MMU, its Board of Directors and officers from and/or against.
- 13.2 Any liability, loss, damages, costs, charges and expenses, which may be paid, incurred or suffered by MMU, directly or indirectly, as a result of and/or arising out of any breach, non-observance and non-performance of the terms and conditions of this agreement by the -----.
- 13.3 All claims, demands, actions, suits and proceedings, of whatever nature, as made or instituted by a third party against MMU in connection with this agreement and/or with regard to the fitness of the products or for any breach or alleged breach of infringement of any intellectual property rights of any third party.
- 13.4 The -----, shall indemnify and keep the company harmless all the times for damages/losses incurred by MMU for substandard quality/deficiency in the products manufactured/ marketed by -----, or any damage, loss incurred by the MMU due to fault of -----, or its employees/agents/ servants etc.

**14 TERMINATION OF AGREEMENT**

- 14.1 MMU may terminate this agreement at any time without assigning any reason thereof by giving ONE MONTH written notice to the -----.
- 14.2 If MMU terminates this agreement by giving 30 days notice if the company determines, for any reason beyond its control, including but not restricted to any change in Govt. Policies, regulation and/or the law, to discontinue the sale or distribution of the products.
- 14.3 MMU may terminate this agreement by giving 30 days notice if there is a sale or other disposition of the facility or a cessation of conversion operation at the facility.
- 14.4 The -----, is in breach of any of its representation and warranties and in the event of a breach, not capable of rectifying such breach within fifteen days of receipt of written notice from the company.
- 14.5 The -----, may also terminate this agreement by giving three months notice to the MMU without assigning any reason but in such termination, the -----, shall not manufacture/convert any other similar products for any other company/individual/party/firm or group of individuals under any brand name for next three years from the date of termination of this agreement.

**15 CONSEQUENCES OF TERMINATION OF AGREEMENT**

- 15.1 Upon termination of the agreement, -----, shall, against payment received from the company herein, forthwith hand over to the representative or authorised person of the company.
- 15.2 All stocks of the products manufactured by -----, pursuant to and in terms of this agreement.
- 15.3 All unutilized raw materials and packing materials meeting to the quality norms and all the specifications in connection with the products.
- 15.4 All documents pertaining to raw materials and packaging materials in connection with the products or orders placed or for raw materials and packaging materials in transit, in accordance with this agreement.
- 15.5 MMU shall pay for the conversion charges for stocks of products in terms of this agreement.

**16**      **FORCE MAJEURE**

- 16.1      The failure or delay of any Party to perform any obligations under this agreement solely by reason of act of God, acts of Government (except as otherwise enumerated herein), riots, wars, strikes, lockouts, accidents in transportation or other causes beyond its control (collectively referred to as the "Force Majeure") shall not be deemed to be a breach of this agreement, provided, that the Party so prevented from performance of its obligations herein, shall not have caused such Force Majeure.
- 16.2      The Party so prevented shall have used reasonable -----, diligence to avoid such Force Majeure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms and conditions of this agreement, except where the nature of the event shall prevent it from doing so, the Party suffering such Force Majeure shall notify the other Party in writing within seven days after the occurrence of such Force Majeure and shall in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.
- 16.3      In the event of Force Majeure persists for consecutive period of more than 3 months, then the other Party shall have the option to terminate the agreement without incurring any liability.

**17**      **TRADEMARK & BRAND NAMES**

- 17.1      The -----, hereby acknowledges and confirms that the trademarks, designs, all rights and interests attached thereto shall at all time vested with MMU.
- 17.2      It is understood that -----, shall not acquire and undertakes that it will not claim (whether during the pendency of this agreement or thereafter) to have acquired any title in and to the Trade Marks adverse to MMU/COMFED, by virtue of the rights hereby granted to -----, or through use by --- -----, of the trademarks and designs pursuant hereto, it being the intention of the parties hereto that all use of the trademarks and designs by -----, shall at all times insure to the benefit of the MMU and that all title and property in the trademarks and designs shall continue at all times to vest solely and absolutely in MMU/COMFED.
- 17.3      The Trademarks and designs to be used on the products shall be specified by the MMU from time to time.
- 17.4      The -----, shall not infringe copy, imitate or otherwise interface with the brand names, trade or merchandise marks or devices or designs or copyright belonging to or licensed to MMU/COMFED, (Herein referred to as "Intellectual Property").
- 17.5      The -----, shall not pass off other goods or describe other goods as the same as that of the MMU or as having been manufactured for the company or otherwise prejudice, alter or effect the Intellectual Property codification that is marked on the packaging or packing materials or cartons that may be given or caused to be given by MMU or procured by -----, for packaging the products.
- 17.6      The -----, does not acquire any rights whatsoever in the Intellectual property by virtue of the transactions contemplated hereunder or otherwise.
- 17.7      The -----, shall not use or dispose off the packaging materials bearing the Trade Marks otherwise than in accordance with the terms and conditions of this agreement and without prior written sanction of MMU.

**18**      **ASSIGNMENT**

Neither Party except in the case of amalgamation or merger shall transfer or otherwise assign this agreement or any of its rights or obligations there under to any other party.

**19**      **PRINCIPAL TO PRINCIPAL AGREEMENT**

This agreement has been entered into on a principal to principal basis and nothing contained in this agreement shall be deemed to neither constitute a joint venture, partnership or agency relationship between MMU and -----, nor authorise either Party to make a representation or incur any liability on behalf of the other Party.

**20      MODIFICATION & AMENDMENT IN THE AGREEMENT**

- 20.1      No modification or amendment of the terms and conditions of this agreement shall be valid or binding unless made in writing and duly executed by the parties.
- 20.2      Any term, condition and clause of this agreement can be modified and or amended with mutual written consent of the parties.
- 20.3      Any such amended term, condition and or clause shall be binding upon the parties during the pendency or extended period of this agreement.

**21      REPRESENTATION & WARRANTIES**

Each Party represents and warrants to the other that

- 21.1      It has full power and authority to enter into and to discharge its responsibilities under this agreement and
- 21.2      The making and performance of this agreement does not violate any applicable law or violate any other agreement to which it is a party.

**22      TRACEABILITY**

- 22.1      Conversion Plants should ensure appropriate coding of batch nos. of concentrated milk, paneer, liquid milk and other products and should keep record of corresponding raw materials, i.e. name of the source, quantity & quality report so that back tracing of sources of ingredients i.e. raw material used in particulars batch should be available at the plants.
- 22.2      Conversion Plants should ensure that preferably not more than three batches of commodities shall be loaded in an individual vehicle.

**23      SETTLEMENT OF DISPUTES**

- 23.1      Amicable settlement : The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.
- 23.2      Dispute resolution:
  - 23.2.1      Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 25.3.
  - 25.2.2      The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**24      Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Managing Director, MMU and the Managing Director, ----- or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 25.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 25.4.

**25 Arbitration**

- 25.1 There shall be a sole arbitrator, whose appointment shall be made by the Managing Director, COMFED, whose decision shall be final and binding on both the parties.
- 25.2 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 25 shall be final and binding on the Parties as from the date it is made, and the -----, and MMU agree and undertake to carry out such Award without delay.
- 25.3 The -----, and the MMU agree that an Award may be enforced against the -----, and/or the MMU, as the case may be, and their respective assets wherever situated.
- 25.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**26 JURISDICTION**

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

IN WITNESS WHERE OF, the parties hereto have caused this agreement to be signed in their respective names as of the day and year first above written.

**Annexure : "A" – Operational Terms agreed between MMU & -----,  
(Forming part of the Agreement)**

- 01) Assured quality of Milk between 20,000 to 50,000 ltr. to be supplied by Milk Unions to -----, ----- subjected to revision from time to time.
- 02) Milk union will supply milk directly to the milk plant of -----, ----- through Road Milk Tankers. Transportation charges shall be borne by the Milk Union.
- 03) Milk union shall ensure regular supply of milk ----- as per allotted Quota, subjected to revision from time to time, approved by union.
- 04) Modalities for conversion of Milk, Dahi, Paneer and other indigenous milk products at -----, -----
  - i. Milk received from MMU will be converted into Paneer, Dahi and Pouched milk for marketing in their marketing area..
  - ii. Bidder has to be adhere with the set specification of milk and milk products. Accordingly bill is to be raised to MMU for necessary payment.
  - iii. Packaging material cost of conserved commodities shall be borne by the MMU
  - iv. Salary & travelling expenses for the staff posted at -----, ----- plant shall also be borne by MMU.

\*\*\*

**Annexure : B**

Operational Terms & Conditions agreed between MMU with -----, ----- (Forming part of the agreement)

01) The conversion/production charge, Milk Processing/packing charges payable to -----, ----- :-

		Processing cost	Processing loss			Packing material loss
			% FAT	% SNF	% TS	
1	Liquid milk (pouch), Milk processing & packing	----- Lit				----- %
2	For Milk pasteurization	-----/kg milk				
3	Dahi (in jar)					
4	Paneer (in pkts.)					



**SURETY BOND**

We (1) Shri \_\_\_\_\_ Aged \_\_\_\_\_ Years \_\_\_\_\_ residing at \_\_\_\_\_  
Profession \_\_\_\_\_

(2) Shri \_\_\_\_\_ Aged \_\_\_\_\_ years \_\_\_\_\_ residing at \_\_\_\_\_  
Profession \_\_\_\_\_ hereby declare ourselves sureties of Shri \_\_\_\_\_  
(Address) \_\_\_\_\_

(hereinafter called the contractor and guarantee that the contractor shall do and perform all that he has undertaken to do and perform under the agreement dated \_\_\_\_\_ executed by him in favour of Mithila Dugdh Utpadak Sahkari Sangh Ltd., Samastipur hereinafter referred to as milk union) and in case the contractor makes any default therein or consists any breach of the any of the terms and conditions of the said agreement we guarantors, hereby bind ourselves jointly and severally to pay to the Milk Union Rs. 1.00 lac (Rupees One lac) only each of us to cover any loss or penalty by reason of such default, as per the terms of the said agreement. We further agree that Milk Union may without prejudice any other remedies recover from us the said sum even without proceeding or trying to recover from the contractor. We also agree that any variations of the terms of the said agreement made with the contractor will not discharge us from our liabilities under this surety bond. We have read to original agreement made by the Milk Union with the contractor. Our liability shall be joint and several with the contractor.

1) \_\_\_\_\_  
(Name & Address) \_\_\_\_\_ (Signature)

2) \_\_\_\_\_  
(Name & Address) \_\_\_\_\_ (Signature)

Witnesses:-

1) \_\_\_\_\_  
(Name & Address) \_\_\_\_\_ (Signature)

2) \_\_\_\_\_  
(Name & Address) \_\_\_\_\_ (Signature)

Note: Enclose self attested copy of PAN Card/Voter ID/Aadhar copy of the witness.