

TENDER DOCUMENT

{Outsourcing of Milk Booths at GGS Medical Hospital, Faridkot}

**THE FARIDKOT DISTRICT COOP. MILK PRODUCERS' UNION LTD.
VERKA FARIDKOT DAIRY,
E-mail:-mktg.fdk@verka.coop**

THE FARIDKOT DISTRICT COOP. MILK PRODUCERS' UNION LTD.
VERKA FARIDKOT DAIRY

Important Dates of Opening of Tender

Sr. No.		Dates
1	Start Date of sale of Tender Form	06.04.2023 from 09:00 AM
2	Last Date of Submission of Tenders Forms.	20.04.2023 up to 05:00 PM
3	Opening Date of Tender Forms	23.04.2023 at 12:00 PM

DY. GENERAL MANAGER,
VERKA FARIDKOT DAIRY.

Application Form

1. Name of The Applicant_____

2. Daughter/Son/ Wife/o_____

3. Address_____
(Proof of permanent address should be attached)

Contact no._____ Email_____

4. EMD Details

Demand Draft ☐ Demand Draft No._____

Receipt ☐ Receipt No./Date_____

5. Age as on 01.09.2021_____

Proof of age attached with application form

10th Certificate ☐

Birth Certificate ☐

6. Nationality_____

7. Domicile_____

Proof of Domical

Voter Card ☐

Ration Card ☐

Adhar Card ☐

8. Education Qualification_____

Senior Secondary Certificate ☐

9. Bank Detail (Copy of cancelled Cheque Should be attached)

Bank Name_____ Branch Name_____

Account No_____ IFSC Code_____ PAN_____

10. Booth Rent Offered Per Month (In Numbers)_____

(In Words)_____

(Note: GST will be charged extra as per govt. rules)

Application with Overwriting will be rendered as cancelled

Attach the copies of required Certificates along with tender form otherwise tender form will be rendered as cancelled

Signature of Tenderer

Instruction to the Tendirer

1. **Eligibility Criteria for the allotments of the booth:-**Applicants must qualify eligibility conditions for the allotment of booth. If any applicant does not match these conditions then his tender will be rejected.
 - 1) **Age Limit:-**The applicant should not be less than 18 years and not more than 65 years. Copy of birth certificate or Matriculation should be attached as proof of birth.
 - 2) **Education Qualification:-**The applicant should possess minimum qualifications of 10+2 from recognized institute or equivalent. Copy of Senior Secondary should be attached as proof.
 - 3) **Domicile of Punjab:-**The applicant should be bonafide citizen of India and domicile resident of Punjab. Copy of Adhar Card/Ration Card/Voter ID Card should be attached as proof.
2. The Sealed Application Form duly filled along with Earnest money in the form of demand draft of Rs.25,000/- in the favour of "***The Faridkot Distt. Coop. Milk Prod. Union Ltd***" must reach the Milk Union.
3. If holiday is declared on date of opening of tender it will be held next working day.
4. Total security amount for successful allottees is Rs. 50,000 and EMD of Rs. 25,000 already deposited will be converted to security amount of successful allottee. They have to deposit balance amount Rs. 25,000/- before opening of milk booth with Verka Dairy.
5. No interest will be paid on EMD and security amount. Applicant may get refund of EMD from Verka Faridkot Dairy. Verka Faridkot Dairy is not responsible if any unsuccessful applicant do not collect/claim of returned EMD. No interest will be paid on EMD. It is the sole responsibility of bidder to claim refund of EMD or Security deposited.
6. After allotment of milk booth allottee will have to start its operation within 10 days from the date of allotment, otherwise allotment will be cancelled and EMD will be forfeited.
7. Applicant should read all the terms and conditions in this tender document carefully and he/she has to enter into agreement with The Faridkot Distt Co-

operative Milk Producers' Union Ltd on non judicial stamp paper of Rs. 500 regarding terms and conditions.

8. Applicant shall quote the rates per month as the rent of Milk booth. Tender will be allotted to the bidder who has quoted the highest rates in the tender. Minimum rate as the rent of this booth is Rs. 3000/- (GST extra as applicable) per month. All applicants have to quote higher rates over minimum described rates otherwise tender will be rejected.
9. Conditional tender will be rejected. Applicant will submit his tender form duly filled along with required documents in closed envelopes super scribing the name of booth applied for on the envelope before the last date and time of submission. He/she will put the envelope in the tender box lying in Marketing Section of Verka Dairy.
10. Dy. General Manager has right to reject any and all the tender form.

**DY. GENERAL MANAGER,
VERKA FARIDKOT DAIRY.**

SPECIMEN AGREEMENT TO BE SIGNED BY SUCCESSFUL BIDDER

This agreement is executed at On2023 between The Faridkot Distt. Co-Op. Milk Producers' Union, Ltd., a cooperative Society briefly known as Milk Union Faridkot through its General Manager (hereinafter referred to as 'licensor') and which expression shall unless otherwise excluded by or repugnant to the context mean and include its administrator, executors and assignees of party of the first part.

Successful Bidder (hereinafter referred to as 'Licensee') and which expression shall unless otherwise excluded by repugnant to the contrary includes his executor's legal heirs and assignees of party of the second part.

AND

Whereas the Bidder has shown interests and offered to run the Verka booths established at GGS Medical Hospital, Faridkot by The Faridkot Distt. Co-Op. Milk Producers' Union Ltd. On the land of GGS Medical Hospital, Faridkot for the sale of Verka Milk & other Verka products for the benefit of general public and the interest shown by the licensor and appoint him/her as such(licensee), Now the parties have agreed on the following terms and conditions:

TERMS & CONDITIONS

1. This agreement shall be valid for two years on first instance, which can be extended further for three year by mutual consent at the same Terms and conditions. However, Licensee will have no right and claim for extension. After completion of agreement period, the agreement shall cease on expiry of original terms & conditions and no notice in this regard shall be required from either party. However, the agreement can be terminated by Milk Union Faridkot at any time at a one month notice without giving any reason.
2. That the allottee shall pay rent +GST as per Govt. rules on monthly basis. Rent of Milk booth would be increased by 10% per anum every year to preceding year.
3. That at the time of execution of this agreement, the allottee shall make a security deposit of Rs. 25,000/- (Rupees Twenty Five Thousand only) for Milk Booth at GGS Medical Hospital Faridkot in the form of cheque draft drawn in the name of **The Faridkot Distt. Co-op Milk Producers Union Ltd.**, is addition to Earnest money of Rs. 25000 already deposited while applying for observance of the Terms and condition of this agreement. The Total Security amount for milk booth is Rs. 50,000/- (Rupees Fifty Thousand). The earnest money deposited will be adjusted in security deposit for successful allottee. The security deposit will not carry any interest. The recoverable amount from him/her, if any, on the expiry of the terms of the agreement or even before the said expiry date can be affected out of the security deposit.
4. Allottee's margin on the milk and milk products or any other added to the list later on shall be liable to change as per pricing policy and margin fixed by the Milk Union Faridkot from time to time.
5. Allottee shall use infrastructure of Milk booth but this will remain the property of Milk Union Faridkot Allottee shall have no right to alter/dismantle/remove any of the equipment as well as structure of the Milk booth. If any loss caused to milk booth, it would be recoverable from successful allottee. On completion of the agreement, the security of the allottee will be released only after he/she produces nothing due certificate from the concerned departments of Milk Union Faridkot and electricity board.
6. The allottee will be responsible for the connection of electricity meter and always maintain electricity meter in good condition. If any loss caused to it, it would recoverable from successful allottee. The Electricity Bill shall be paid by successful allottee. That the Allottee shall maintain storage and cooling of milk and milk products for sale to the public at his/her

own expenses. The Allottee shall maintain hygienic standards at his premises. The allottee shall keep a certified weighing machine for weighing of pack of milk and milk product to enable customers to weigh the contents, if so desired by them. The weighing machine shall be kept in accurate working condition by the allottee at all times.

8. Milk Union Faridkot may provide any infrastructure for convenience of customers and the same will be maintained by allottee. The Milk Union Faridkot will provide only that infrastructure which they feel necessary to provide.
9. The allottee will keep the Milk booth's surroundings clean.
10. Successful Allottee's employees shall wear clean uniform as per the instructions issued by Milk Union Faridkot from time to time. They will maintain personal hygiene/cleanliness and shall not be suffering from any contagious or other communicable disease. Allottee shall get them medically examined for any type of contagious or communicable disease and that they shall be fit to work in a food industry.
11. That the Milk Union Faridkot reserves the right to terminate the agreement in case it finds difficult or prejudicial to its interest or in case there is a change in the policy of the MILK UNION FARIDKOT regarding the sale of milk and milk products through the site of the Milk booth.
12. That the Allottee will himself/herself be responsible to see the feasibility of his/her business and the Milk Union Faridkot does not take any responsibility whatsoever about the sale volume or the commercial feasibility of this venture. The benefit of this agreement is personal to the allottee and he/she shall not under any circumstances transfer wholly or partly any benefit of this agreement to any other person/party.
13. That in case, the concerned authority for any reason, orders the allotted land to be vacated , then this agreement shall stand automatically terminated and the allottee shall have to vacate and handover the Milk booth immediately. No compensation against vacation/termination on this account will be paid to the allottee by Milk Union Faridkot.
14. That the Allottee will pay the price of milk and milk products to be supplied to him/her every day in the bank notified/ milk Union by cash/draft in advance and he /she will ensure that sufficient amount is maintained by him/her at all times to cover the quantity of milk/milk products indented. If the payment is not so made as provided herein action shall be taken against him as deemed fit by Milk Union Faridkot General Manager may terminate the agreement forthwith on this count alone.
15. That the Allottee or his authorized representative shall be available at the time and place of delivery of milk/milk products and co-operate to take delivery of milk/milk products expeditiously. Not finding the allottee or his representative available to take the delivery, or in the event of undue delay in taking the delivery, the representative of Milk Union Faridkot will unload the whole indented quantity of milk and fresh milk products at the settled place.
16. Milk Union Faridkot may arrange supply to Milk booth either direct through plant or through authorized distributor. The Allottee have to accept the supply through plant or distributor as per the direction of Milk Union Faridkot.
17. That the Allottee will not sell any other products except verka milk products. No eatable shall be cooked in the premises of the Milk booth. In case of any infringement of this clause, penalty @Rs. 1000/- per day shall be imposed on the defaulter allottee. General

Manager Milk Union Faridkot may terminate agreement. Allottee shall abide by all instructions and directions, issued by the Milk Union Faridkot from time to time.

18. That Milk Union Faridkot will sell verka milk and milk products to the allottee at the prices to be fixed by the Milk Union Faridkot from time to time and the allottee shall sell the same to the public at the prices to be fixed by MILK UNION FARIDKOT from time to time. The allottee will sell verka milk and milk products, throughout the day according to the convenience of the customers.
19. That Milk Union Faridkot shall accept only Verka marked trays. The allottee shall get these empty trays from Milk Union Faridkot against payment as fixed by Milk Union Faridkot from time to time.
20. That the Milk Union Faridkot will supply verka milk and milk products of the requisite quality to the allottee. Once the verka milk and milk products are delivered to the successful allottee, it will be his/her responsibility to maintain the same quality of verka milk and milk products supplied by the Milk Union Faridkot to him/her for sale to the customers. The title of the verka milk and milk products will pass to the allottee immediately on the delivery.
21. That the milk in pouches will be supplied in trays to Milk Booth at the time convenient to Milk Union Faridkot, on the basis of demand placed by the allottee at least one day in advance against advance Payment only. The Milk Union Faridkot will try to meet the demand placed by the allottee but the regularity and /or certainty of supply of the quantity indented from Milk Union Faridkot is not guaranteed. The allottee shall have to arrange sufficient no of empty trays. .
22. That once verka milk or milk products are delivered by the Milk Union Faridkot to the allottee, Milk Union Faridkot will not accept back any unsold or spoiled verka milk and milk products from the allottee under any circumstances. However the Milk Union Faridkot undertake to replace verka milk and milk products with genuine quality/quantity problem after due inspection.
23. That the Milk Union Faridkot shall have the authority for the inspection of Milk booth premises, its vehicles and collection of samples of verka milk and milk products at any time for checking quantity and quality by its representative and/or by the authorities concerned. In the event of variation, If found, in the quantity and quality of verka milk sold to the allottee, the Milk Union Faridkot shall be entitled to terminate the agreement forthwith. This will be without prejudice to the other rights/interests of the Milk Union Faridkot i.e. Milk Union Faridkot.
24. The allottee shall not temper with the seal of any product of Milk Union Faridkot. Representative of Municipal Corporation/Municipal Council, concerned administrative authorities will have the authority to check the sample of Milk & Milk products at any time and to impose appropriate penalty in case of any default on part of Successful Allottee.
25. Allottee shall not transfer this allotment wholly/partially in favour of any other person. Allottee shall abide by all the instructions and guidelines issued by Milk Union Faridkot from time to time. If allottee is found subletting the Allotment of Milk booth then his agreement may be cancelled.

26. During the period of agreement, any condition can be modified/ incorporated by Milk Union Faridkot, with an objective to provide better service to the consumers or to meet some unforeseen situation.
27. All payments made by Milk Union Faridkot shall be after deduction of taxes where applicable as per provisions of the income Tax Act 1961 or any other Law.
28. The General Manager Shall have the full authority to terminate the agreement by giving 30 day notice and no claim shall be payable by Milk Union Faridkot in that event. If the allottee want to with draw his agreement he shall have to give minimum 30 days notice and in that case the security amount and other dues shall be paid by Milk Union Faridkot after recovery of dues if any. In case the Allottee with draw his agreement without giving minimum 30 days notice, his security amount and others dues can be forfeited.
29. Allottee shall employ competent persons to carry out the job with good physique character and acceptable appearance to carry out the job. In case any of the said personnel so provided is not found suitable, Milk Union Faridkot shall have the right to ask allottee for replacement without giving any reason thereof and allottee and allottee have to replace such persons forthwith.
30. Milk Union Faridkot shall only have the right to take disciplinary action against any persons engaged/employed by Successful Allottee, while no right whatsoever shall vest in any such Persons to raise any dispute and/or claim whatsoever against the Milk Union Faridkot.
31. In case any of Successful Allottee's staff member or allottee is found indulged in the Acts of theft or causing loss or damage to the property of Milk Union Faridkot directly or inconvenience with other in the aforesaid Acts, Milk Union Faridkot may impose a penalty up to 5 times the cost of the material/damage upon allottee. If Allottee fails to fulfill terms & condition of agreement, he can be blacklisted besides penalty and forfeiture of his security lying with Milk Union Faridkot.
32. Allottee or his staff rendering the services under this agreement shall never be deemed to be the employee of Milk Union Faridkot, in any manner whatsoever and shall not be entitled for employment/salary/wages, damages, compensation or any matter arising from their deployment by allottee for rendering the said services. In other words, there will be no privity of contract between the Successful Allottee//his staff and Milk Union Faridkot.
33. Allottee shall provide list showing name, date of birth and complete address of the employees employed by him and shall maintain attendance register shift wise.
34. Allottee employees shall work within the sphere of job assigned to them. The Management of Milk Union Faridkot shall not have direct control over his employees but allottee shall ensure that he or his employees do not cross the limits of the specified area of work or disregard to the settled code of conduct. Otherwise action as deemed fit may be taken.
35. Allottee shall intimate his permanent address & telephone/Mobile numbers to Milk Union Faridkot for correspondence purposes immediately in writing and as and when there is any change in the said address.
36. That the Allottee shall comply with all the legal requirements in connection with the sale of verka milk/milk products or matters connected with or incidental thereto.

37. That the consumer's complaint, if any, will be immediately forwarded to The Milk Union Faridkot by the Allottee so that it is attended promptly. In any instance where it is established that the complaint is on account of allottee's negligence, the allottees shall be required to make the losses to the consumer and/or to the Milk Union Faridkot as the case may be. The decision of the General Manager, Milk Union Faridkot shall be final and binding in the case.
38. That any breakage, leakage, damage etc. occurring at Milk booth premises or in his custody, shall be allottee's responsibility.
39. That the Milk Union Faridkot reserves the right to appoint without prior notice at any time, any number of retailer/milk booths on the adjoining/nearby area in which the Allottee is operating and the allottee shall have no objection and shall not be entitled for any compensation/damages etc. from the Milk Union Faridkot.
40. If There is any breach of the terms and conditions of this agreement by allottee, and/or he violates the instructions/direction/orders issued from time to time or in any way acts against the interest of Milk Union Faridkot or acts in any manner which may adversely affect the Milk Union Faridkot management can terminate this agreement forthwith without any notice and without assigning any reasons, therefore. Further Milk Union Faridkot may withhold dues of the allottee's lying with the Milk Union Faridkot for adjustment against any loss or damages which Milk Union Faridkot may have suffered or is likely to suffer for the said action on the part of the Allottee.
41. Allottee will have to deposit Rs. 1000/- on account of nominal membership fee with Milk Union Faridkot. But he will not be allowed to participate in BOD meetings and AGM of Milk Union Faridkot.
42. That the Success Allottee shall indemnify Milk Union Faridkot and shall always keep Milk Union Faridkot indemnified against any loss or damages arising out of the violation of any mandatory/statutory and government rules on the part of allottee or his staff.
43. In the event of allottee's failure to provide the services or part thereof, as mentioned in this agreement, for any reason whatsoever, Milk Union Faridkot shall be entitled to procure services from other sources and Allottee shall be liable to pay forth with to Milk Union Faridkot at the difference of payment made to such other source besides damage at double the rate of payment.
44. In case E.S.I. and E.P.F. become applicable to Successful Allottee's employee, both the shares i.e. Allottee as well as his employee shares shall be deposited by Allottee with the concerned authorities and he will be solely responsible for all intents and purpose in present and as well in future responsibilities/liabilities.
45. In the event of any difference or dispute having arisen out of any contract or agreement at Milkfed level/unit level/union level the same shall be referred to the Registrar, Cooperative Societies, Punjab to decide the dispute himself; or transfer it for disposal to any officer not below rank of Deputy Registrar, Cooperative Societies, Punjab for dispute resolution by the arbitrator. The provision of the Punjab cooperative Societies Act, 1961 and rules, 1963 as amended up to date shall apply to arbitration proceedings which shall be held in the office of designated Arbitrator.
46. The jurisdiction of the Agreement with the successful tenderer would vest with the court situated at Distt. H.Q. The Faridkot Distt. Coop. Milk Prod. Union Ltd.

Signature of Tenderer

Dy. GENERAL MANAGER,
VERKA FARIDKOT DAIRY