

The Punjab State Cooperative Milk Producer's Federation Ltd.
Verka Chandigarh Dairy, Industrial Area- 1, Chandigarh-160002

Tender Document

<u>DESCRIPTION</u>	<u>CONSIGNEE / PLACE OF TENDER OPENING</u>	<u>BID E.M.D. (RS.)</u>
<u>TENDER FOR MANUFACTURING , & PACKAGING OF SWEETS, BAKERY AND NAMKEEN UNDER PRIVATE LABELLING.</u>	<u>Verka Chandigarh Dairy, Ph.0172-5041932, 0172- 5041922 prod.chd@verka.coop gm.chd@verka.coop</u>	<u>12,00,000/- (Rs. Twelve Lacs) Tender Fee 1000/- (Rs. One Thousand)</u>

TENDER SCHEDULE

<u>START DATE AND TIME FOR AVAILABILITY OF E- TENDERS FORM</u>	<u>PRE BID MEETING SCHEDULE</u>	<u>LAST DATE AND TIME FOR SUBMITTING E- TENDERS FORM</u>	<u>DATE AND TIME OF BID/ TENDER OPENING.</u>
<u>w.e.f. 21.08.2023 at 11:00 AM</u>	<u>28.08.2023 at Verka Head Office, S.C.O. 153-155, Sector 34A, Chandigarh at 10:00 AM</u>	<u>Date :- 06.09.2023 Up to 11:00 AM</u>	<u>Technical bid Date – 07.09.2023 at 11:00AM Financial Bid Date- 13.09.2023at 11:00AM</u>

TENDER ACCEPTANCE LETTER

(To be given on company letter head)

General Manager,
Verka Chandigarh Dairy,
Industrial Area-1, Chandigarh-160002.

Subject: Acceptance of terms and conditions of e-tender for manufacturing and packaging of Sweets, Bakery & Namkeen at bidders own premises and F.O.R. Delivery of finished products to various destination as per annexure-C

Tender Reference No. _____
Tender ID No. _____
Name of the Tender/Work/Item _____

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Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned "Tender work/ item" from the website(s)/e-procurement portal namely: **eproc.punjab.gov.in** as per your advertisement given in the above mentioned website(s).
2. I/We hereby certify that I/We have read and understood the entire terms and conditions of the tender documents (including all documents like special notes, annexure(s), Schedules(s), Specifications of item(s) etc.) which form part of the contract agreement and I/We hereby shall abide by the terms/ conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally agree & accept the terms and conditions of the tender conditions of above-mentioned tender document(s) corrigendum(s) in totality/entirety.
5. In case any provision of this tender are found violated or breached, then your department/organization shall, without any prejudice to any other legal right or remedy, be at liberty to reject this tender/bid including the forfeiture of earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder with seal)

TENDER ASSESSMENT FORM

Sr. No.	Particulars	
1	Name of the Company	
2	Address	
3	Telephone Number (Office Residence)	
4	E-mail	
5	Nature of Business/ Item Manufacture	
6	<p>Nature of proprietary Company Name, Address and Telephone No. of the proprietor</p> <p>A) In case of proprietary Company Name, address & Telephone no. of the proprietor</p> <p>B) In case of partnership Company, Name & Address of partners with phone numbers</p> <p>C) In case public/Private Ltd., Company name, Address & telephone No. of chief Executive</p>	
8	Person (s) to be contacted for clarification, if any	
9	<p>Total Number of employees on date</p> <p>A) Administrative</p> <p>B) Technical</p>	
10	<p>Type of Industry Small Scale/ Medium Scale/ Large Scale</p> <p>(copy of Registration Certificate /approval certificate /approval certificate from competent authority to be enclosed.)</p>	

11	Year of commencement of manufacture: 1. Brief Description of Machinery with Make Installed at Factory 2. Annual Turnover during the last three consecutive financial years. 3. Total Production Capacity/Annum. 4. Percentage capacity available for our organization 5. Annual production for last three consecutive financial years 6. Whether equipped with facilities of Testing and Inspection 7. GST No. 8. Any Special Information	
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Certified that the information given above is correct to the best of my knowledge

SIGNATURE _____
NAME _____
DESIGNATION _____
OFFICIAL STAMP-----
PLACE _____

NOTICE INVITING TENDER INSTRUCTIONS

1. The Punjab State Co-Operative Milk Producers Federation Ltd herein referred to as Verka Chandigarh Dairy
2. Tenders will be accepted through e-tendering only on e-procurement portal (<https://eproc.punjab.gov.in>).
3. In case tender opening date is declared HOLIDAY, tenders shall be opened on next working day at the same time as specified in the NIT.
4. Tender must be accompanied by earnest money without which same shall liable to be rejected.
5. Tender fee, Processing fee and Earnest money should be remitted only through online mode i.e. Debit / Credit Card, NEFT / RTGS, OTC / Internet banking. For any further clarification / queries or e-tendering process flow interested parties may contact e-procurement helpdesk.
6. Parties registered with DGC & D/C.O.S./S.S.I. units shall also be required to deposit earnest money along with the tender.
7. Bidder, whose earnest money is already lying with “VERKA” against previous rate contract or due to any other reason, will not be exempted from deposit of earnest money. Such parties should deposit “FRESH EARNEST MONEY”.
8. Earnest money of un-successful tenderers shall be returned within 60 days after finalizing the contracts.
9. Only “VALID” offer shall be considered.
10. Offers should be strictly according to our specifications failing which same shall not be considered.
11. Normally rate contracts will be finalized on the basis of lowest offer strictly as per N.I.T. Specifications and terms & conditions. However, in exceptional cases where the lowest rates are not found reasonable, Verka Chandigarh Dairy may negotiate the rates/ items with valid L-1 only.
12. The Management reserves the right to accept /reject, any /all tenders, in part/ full thereof without assigning any reason whatsoever.

Seen and Accepted

General Manager
Verka Chandigarh Dairy

Signature of tenderer / authorized
Representative with office rubber stamp

1. ELIGIBILITY CRITERIA:

1. The bidder must have minimum 5 years of Work Experience of manufacturing and sales of sweets bakery and Namkeen.
2. The bidder must have Minimum Average Turnover of Rs. 15 Cr. for the last three consecutive financial years (i.e. 2020-21, 2021-22, and 2022-23).
3. The Bidder must have sufficient hygienic and separate area for manufacturing & packaging of Sweets, Bakery & Namkeen as per requirement of FSSAI.
4. The Bidder must have all necessary equipment such as Indirect Heating System / induction kettles / Thermic fluid heating / Induction cooking system etc. and all the Food Touch Points should be made of food grade stainless steel.
5. The Bidder must have all statutory licenses to manufacture Sweets, Bakery & Namkeen and shall be required to conform to related provisions of FSSAI guidelines and shall be required to possess statutory licenses required for the same.
6. The Bidders must have a minimum 150 MT monthly manufacturing & packaging capacity of Sweets, Bakery & Namkeen.
7. A technical team from Verka Chandigarh Dairy may inspect the production and packaging facility of the bidder before opening of Financial Bid for ascertaining technical capabilities of bidder conforming to requirement and specifications of Milkfed Punjab.
8. The bidder's manufacturing and packaging units must be equipped with MAP (Modified Atmospheric Packaging) packaging facilities.
9. Bids must be accompanied by Rs. 12,00,000 (Twelve Lacs only) as earnest money deposit (EMD) and deposited through online mode only. Earnest Money in any other form shall not be accepted. No interest shall be paid on EMD for the period during which the deposit lies with THE PUNJAB STATE COOPERATIVE MILK PRODUCERS FED. LTD.
10. The bidder has not been debarred/black-listed by NDDB/any Cooperative Milk Federation or any other Organization or by any food safety regulatory authorities.
11. Verka Chandigarh Dairy does not bind itself to accept the lowest bid and reserves the right to accept/reject any bid in part or full without assigning any reasons.
12. That, It is mandatory for the Bidder to indicate bid price per box of all SKUs in order to qualify in the financial bid. If the price of any SKU is missing then financial bid shall not be considered valid.
13. That the successful bidder shall have its manufacturing and packaging units within 300 Kilometer periphery of Chandigarh.

2. TENDER COST

The bidder shall bear all costs associated with the preparation and submission of e-tender, and The Punjab State Co-Operative Milk Producers Federation Ltd herein referred to as Verka Chandigarh Dairy, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

The bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the risk and may result in rejection of tender.

3. ACCESSING/PURCHASING OF BID DOCUMENTS: -

- i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (in the name of person who will sign the Bid) from any of the licensed Certifying Agency to participate in the e-tender.
- (ii) Bidder(s)/Supplier(s) can have access to free view of tenders by using centralized Govt. of Punjab portal (<https://eproc.punjab.gov.in>).
- (iii) To make a request for Tender Document, Bidders shall have to pay tender fee of Rs.1000/- along with processing fee online. After making the request, Bidders will receive the Tender Document which can be downloaded online.

3.1 IMPORTANT POINTS FOR NOTICE

- (i) Bids can be submitted only during the validity of their registration.
- (ii) The amendments / clarifications to the bid document, if any, will be hosted on <https://eproc.punjab.gov.in> or on phone numbers 0172-5041932 & 0172-5041922 (These Phone numbers will be closed on holidays and will remain active from 9.00 am to 05:00 PM).
- (iii) EMD of unsuccessful bidder shall be returned within 90 days after finalizing the tender. This Earnest Money Deposit amount shall not bear any interest. The EMD of successful bidder will be converted into security deposit by depositing another 8.00 Lacs thereby making it 20.0 Lacs before signing of contract. No interest will be paid on security deposit.
- (iv) In case the tender opening date is declared as holiday, tender shall be opened on the next working day at the same time specified above.

4. PAYMENT OF ONLINE FEES: -

- (i) The bidders are hereby informed not to close/suspend their Bank Accounts, from which the EMD/Tender Fee/Processing Fee has been paid for the Tender. In case of any refund related issue, Verka Chandigarh Dairy will not be liable or responsible in anyway.
- (ii) Refund, if any at any stage will be refunded in remitting account only.
- (iii) The bidders using Net Banking Service of banks other than SBI are advised to submit their EMD and other fees (if any) in advance at least three working days prior to the last date of submission of the Bid.
- (iv) All bidders registered on <https://eproc.punjab.gov.in>. are requested to upload their PAN number and GSTN Number after logging in through their IDs.
- (v) The bidders are hereby informed that settlement of NEFT / RTGS transaction does not take place on Sundays, 2nd and 4th Saturday of a Month, and Declared Bank Holidays.

5. PREPARATION & SUBMISSION OF BIDS: -

After completing all the formalities, the bidders are required to submit the tender Online.

It shall be mandatory for the bidders to submit all minimum rates for all the variants listed in the financial bid.

Note: - Verka Chandigarh Dairy shall conduct pre-bid meeting as mentioned in the schedule in the tender document.

That Verka Chandigarh Dairy shall discuss the specifications/Recipes, packaging material as well as shelf life of all SKUs in the pre bid meeting for the purpose of quoting the rates in the financial bid.

It should be however noted that during the manufacturing of finished products there may be some changes in the final recipes which shall be finalized as per mutual consent.

5.1 BID PRICE : -

The Bidder shall indicate head wise bid price of all the SKUs and variety of sweets, Bakery and Namkeen against the tentative quantity mentioned in the financial bid proforma.

However, the L-1 bidder will be based on the lowest/minimum value of the weighted average of quoted price of all the variants listed in the financial bid.

The quoted prices of Sweets, Bakery and Namkeen must be inclusive of all the manufacturing costs i.e. raw materials, labour, fuel, packaging, storage, freight (F.O.R. delivery basis) and any other costs.

The weighted average of total bid shall be calculated by the following Formula:-

$$L1 = (Q1 \cdot R1 + Q2 \cdot R2 + Q3 \cdot R3 + \dots) / (Q1 + Q2 + Q3 + \dots)$$

Where

Q= variant wise no. of boxes of sweets. (listed in annexure B)

R= Variant wise rates quoted by the bidder. (In Financial Bid)

For Example:- if the tentative no. boxes of sweet A is 100 no's, B is 500 nos. and for C is 200 nos. (which is already mentioned in annexure B) and rates quoted by the bidder in financial bid for sweet A is Rs. 50/box, B is Rs. 100/box, C is Rs. 150/box then weighted average of total bid is calculating by following Formula:-

$$\text{Weighted Average of total Bid} = (100 \cdot 50 + 500 \cdot 100 + 200 \cdot 150) / (100 + 500 + 200)$$

Note:- The tentative demand mentioned in annexure B of each SKU may vary as per actual demand. These figures are given just for calculation purpose only.

6. BID AWARD CRITERIA

The Contract shall be awarded to the best qualified bidder in Technical evaluation and who has offered the lowest evaluated weighted average bid price.

The Punjab State Cooperative Milk Producer's Federation Ltd' (Verka Chandigarh Dairy) shall be the sole judge in this regard.

Acceptance of Lowest tenderer rate will not be obligatory.

7. BID CURRENCY:-

For all activities covered in this Bidding Document prices shall be quoted in Indian Rupees only.

8. MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS: -

- i. The Bidder may modify, substitute or withdraw its e- bid after submission, prior to the Bid. Due Date Opening. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii. Any alteration/ modification in the Bid or additional information supplied Subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority shall be disregarded.
- iii. For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload/ resubmit digitally signed modified bid.
- iv. For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and may withdraw its e-bid.
- v. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

9. OPENING & EVALUATION OF BIDS: -

- i. Opening and evaluation of bids will be done through online process only.
- ii. The Authority shall open on-line received Bids at the date and time mentioned in e-tender notice, in the presence of the Bidders who choose to attend. The Authority will subsequently examine & evaluate the Bids in accordance with the provisions set out.
- iii. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this Tender.

10. VERKA CHANDIGARH DAIRY'S RIGHT TO ACCEPT ANY BID & TO REJECT ANY OR ALL BIDS:

The Punjab State Cooperative Milk Producer's Federation Ltd' (Verka Chandigarh Dairy) reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of contract without hereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Verka Chandigarh Dairy's action.

11. NOTIFICATION OF AWARD & SIGNING OF AGREEMENT: -

The bidder, whose bid has been accepted, will be notified of the award by Verka Chandigarh Dairy prior to expiration of the bid validity period by email or confirmed by registered letter. Every successful Tenderer on intimation by this office shall execute an Agreement on Rs. 500/-(Five hundred) only non-judicial stamp paper in the prescribed format. Agreement should be typed only on one side of stamp paper duly signed by the Tenderer on each paper.

12. THE BIDDERS SHALL GIVE THE DECLARATION IN THE FOLLOWING FORMAT :-

(To be given by successful Bidders on its own official letter head with duly signed and stamped)

- a) That it has not been debarred/black-listed by NDDDB/any Cooperative Milk Federation or any other Milk Organization or by any food safety regulatory authorities.
- b) That it is undertaken, if our tender is accepted, I/We shall deliver the services in accordance with the schedules specified by the Verka Chandigarh Dairy.
- c) That it is agreed to abide by all the terms and conditions of tender document and these T&Cs shall remain binding upon us.
- d) That it is undertaken that, while competing for (and, if the award is made to us, in execution) the above contract, I/We shall strictly observe the Laws against fraud and corruption in force in India.
- e) That it is undertaken and agreed that Verka Chandigarh Dairy is not bound to accept the lowest or any tender it may receive.

13. THE PUNJAB STATE COOPERATIVE MILK PRODUCER'S FEDERATION LTD. CHANDIGARH may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has: -

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Established record of poor performance, not properly completing the contractual obligations, inordinately delaying completion of the assigned job/contract or financial defaults, etc. in any sister organization as well as affiliated milk unions of THE PUNJAB STATE COOPERATIVE MILK PRODUCER'S FEDERATION LTD.
- c) Failed to provide clarifications related thereto, when sought;
- d) Submitted more than one Bid (directly/in-directly);
- e) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or black-listed.
- f) Submission of the documents, not as per the specifications of the tender document.
- g) Suppressed any details related to bid.
- h) Submitted incomplete information, subjective, conditional offers and partial offers.
- i) Not submitted documents as required in the tender form
- j) Any non-adherence/non-compliance to applicable tender content.

Accepted.

**GENERAL MANAGER
VERKA CHANDIGARH DAIRY**

**Signature of the Bidder/
Authorized representative
With Office Rubber Stamp**

14. GENERAL TERMS AND CONDITIONS

- 14.1 That, this contract shall initially be valid for the period of one year from the date of allotment of tender and Verka Chandigarh Dairy also reserves the right to extend the contract for another one year with mutual consent and after due review of the performance of successful bidder at the same rate, terms & conditions. The contract can be terminated earlier by Verka Chandigarh Dairy, in case of any breach of contractual obligations malafide undesirable activity on the part of any Bidder by giving 15 day's prior notice.
- 14.2 That the successful bidder shall carry out production strictly in accordance with the demand communicated by Verka Chandigarh Dairy. No additional items / SKU shall be produced under the brand "**Verka**". In the event of violation the security deposit of the party shall be forfeited and contract cancelled without any communication in the matter.
- 14.3 That all the ingredients to be used for manufacturing of sweets, bakery and namkeen products, shall meet all statutory requirements under FSSAI.
- 14.4 That, the successful bidder shall have to become a Nominal Member of the Milkfed as per the prescribed format duly signed after depositing Membership fee of Rs. 1000/- (non-refundable).

14.6 PROCUREMENT OF RAW MATERIAL

- 14.6.1 That the successful bidder shall have to procure all the good quality raw material (as per required standard specification) from a reputed supplier for the manufacturing of sweets, bakery & Namkeen products, whereas Milk, Desi Ghee, SMP, whole Milk Powder. White butter and Dairy Whitener, Paneer, Khoa etc. shall be procured from Verka Dairies affiliated with Verka Chandigarh Dairy. All the ingredients like Khoa, Channa, Paneer, Ghee etc. used for manufacturing of sweets under the brand name of Verka must be Dairy based. The said milk and milk products shall be supplied to the successful parties against 100% advance payment at the prevalent ex-factory price plus applicable GST.
- 14.6.2 In case of shortage/non-availability of the ingredients specified at clause no.14.6.1 above, then the successful bidder shall be allowed to purchase these ingredients from a reputed supplier by taking prior consent.
- 14.6.3 The successful bidder shall not indulge in sales of the ingredients specified at clause no. 14.6.1 above either directly or indirectly.
- 14.6.4 That the successful bidder must adhere to the specifications that shall be mutually agreed between the successful bidder and Verka Chandigarh Dairy for manufacturing and packaging of sweets, bakery and Namkeen.
- 14.6.5. That after finalization of recipe, Specification of raw ingredients and packaging material etc. of the finished SKUs the successful bidder shall provide SOP documents to Verka Chandigarh Dairy.

14.7) PROCUREMENT OF PACKAGING MATERIAL

14.7.1 That the packaging material used for packaging i.e. primary packaging and secondary packaging shall be arranged by the Bidder as per the approved designs & specifications etc. of Verka Chandigarh Dairy. No purchase of either of the packaging material, regarding designs & specifications without the prior written approval/consent of Verka Chandigarh Dairy, shall be made by the successful Bidder under any circumstances. Also the record of the purchase effected for such packaging material shall be maintained by the bidder for Verka Chandigarh Dairy's reference reasons.

14.7.2 That the Bidder shall source the packaging material such as poly film, PP trays, poly film pouches etc. from reputed suppliers and should be of virgin (Food Grade) quality only. The packaging material shall meet the requirement of Plastic Waste Management Rules, 2016 as amended in 2018 of Ministry of Environment & Forests, Government of India. The Bidder shall get itself registered with the C.P.C.B. as products be sold pan India under these rules. That the Bidder shall ensure absolute cleanliness and hygiene to avoid any contamination of the produced goods. Towards this, it is essential that factory premises and its surroundings where the material is produced / manufactured is maintained in utmost clean and hygienic conditions from dust, dirt, insects, flies etc. as per the standards of FSSAI. Representatives of Federation are free to inspect the plant and suggest / take action according to the situation observed.

14.7.3 That, the bidder should have inhouse testing facilities to carry out tests for raw ingredients , Packing material and finished products.

14.7.4 That It shall be mandatory for the bidder to print Batch / Code number, date of manufacturing and Best before, Use by date declarations etc. and any other mandatory packaging / labelling requirement as per FSSAI packaging and labelling laws with laser jet coding on primary as well as secondary packaging on each packet containing product. Verka Chandigarh Dairy will provide the unique holograms to the successful bidder that is affixed by the bidder and records of the same shall be maintained for reference purposes.

14.8 DELIVERY OF FINISHED PRODUCTS

14.8.1 That the successful bidder shall deliver the finished product (manufactured and packaged under the brand name Verka) to the stations as mentioned below:

1. Chandigarh
2. Mohali
3. Bathinda
4. Jalandhar
5. Ludhiana

14.8.2 That the product shall be manufactured, packed and dispatched as per the instruction given by Verka Chandigarh Dairy in the required temperature conditions by the successful bidder. The successful bidder shall be required to set up a dedicated warehouse complying with all the requirements of FSSAI and other application norms from time to time for the purpose of storage and dispatch. All dispatches shall be done under the watch & ward of the representative of Verka Chandigarh Dairy deputed at the site of the successful bidder. If the bidder fails to deliver the finished products at

delivery point in time, then Verka Chandigarh Dairy shall transport the same at their own/hired private vehicle and charges along with the penalty as mentioned in the penalty clause no. 16.5 shall be deducted from their monthly bill, without being prejudiced.

14.8.3 That the successful bidder shall ensure and maintain the right conditions for storage, transportation as per the requirement of the industry and statutory authorities and products manufactured. The F.O.R delivery of the product covering the consignment with all types of risks shall be the responsibility of the bidder.

14.9 To provide 'quality of goods' and timely execution of order' is the essence of the contract. The successful bidder shall be duty bound for timely execution of the order. Both the parties accepted that, there shall be no compromise on this clause of essence of the contract. That the art work, write up matter, declarations on packaging material shall meet all statutory requirements as per FSSAI and shall be subject to prior approval of Verka Chandigarh Dairy.

14.10 That representative of Production, Quality Assurance and Marketing of Verka Chandigarh Dairy or as decided by Verka Chandigarh Dairy may be assigned to oversee the entire manufacturing, packaging and logistical operations and shall be allowed to perform his duty by the bidder in its production premises to ensure quality production at all times.

14.11) If the successful bidder is a partnership company, in that case the said bidder is required to be registered under provisions of Indian Partnership Act, 1932 and it shall be required to provide form A & C Issued by the Registrar of Firms and Societies.

14.12) That if the successful bidder is a public or private limited company, in that case the bidder shall be required to provide company resolution in favor of an authorized person who shall enter into the bid and agreement on behalf of the successful bidder.

14.13) That any material manufactured by the Bidder, and rejected by the representative of Verka Chandigarh Dairy shall not be sent in the market in any form & shall immediately be replaced by the bidder. Also, the goods having quality complaint from the market place shall be replaced by the Bidder immediately, at its own cost. Rejected material and expired goods shall be destroyed as per Verka Chandigarh Dairy/Govt. / FSSAI approved procedure for destroying such material.

14.14.) That the successful bidder shall not use the logo, trademark of Verka Chandigarh Dairy for any other intent / goods / services and purpose beyond the scope of this contract which both the parties hereby mutually agree. Any violation in the matter shall lead to immediate termination of the contract.

14.15) That the successful bidder shall be fully responsible for complying with the rules and regulation of FSSAI. Department of legal metrology act., Bureau of Indian Standards, ISO certification etc. and any other statutory licenses as shall be deemed to be required for manufacturing of Sweets, Bakery & Namkeen products. Any violation of statutory provisions of various Acts, Rules & Instructions issued by the concerned department of Govt. of India & Govt. of Punjab regarding manufacturing, labelling packaging shall be the sole responsibility of the Bidder. The Bidder shall be solely responsible for any consequence / legal liability arising out of the same.

14.16.) That the successful bidder shall provide complete statement of manufactured sweets, order received, Order completed, Order in process, Pending orders detail and

delivery detail of Sweets, Namkeen and bakery products on fortnightly basis to Verka Chandigarh Dairy.

14.17.) That, the successful bidder understands and agrees that the right of printing FEDERATION LOGO "Verka " design on packaging material is owned by The Punjab State Cooperative Milk Producer's Federation Ltd / its member Verka Dairies. If it is found that the bidder is occupied or instrumental in printing the Federation logo / Verka designs for other than Verka / it's member Unions, Verka Chandigarh Dairy shall impose heavy penalties depending up on the depth of the grievance on the Contract and this action shall also lead to legal action due to breach of terms and conditions.

14.18.) That the successful bidder shall not get the trademark of Verka Chandigarh Dairy registered in India or in any other country or place in the world. The rights of trade mark, fonts and punch line shall always rest with Verka Chandigarh Dairy. The bidder shall not enter into any kind of liaison: agreement regarding trade mark and sole rights etc. with any third bidder, without the prior written approval of Verka Chandigarh Dairy. Any violation in the matter, shall lead to immediate termination of this contract , apart from legal action permissible under the applicable law.

14.19) The General Manager, Verka Chandigarh Dairy reserves the right to make any addition / deletion or change in any term & condition of the contract with or without any notice. The General Manager, Verka Chandigarh Dairy, also reserves the right to accept / reject any/all tenders in part / full thereof without assigning any reason whatsoever.

15) PAYMENT TERMS

15.1 That the payment will be made within 45 days of the submission of the undisputed bill/bills duly verified by the concerned officers of the plant. All the payments made by the Punjab State Co-Operative Milk Produce's Federation Ltd, Verka Chandigarh Dairy to the bidder shall be after deduction of income tax at source whenever applicable as per the provisions of income tax act & rules framed there under and as amended from time to time.

15.2 That in case during the Shelf life period Sweets are found not fit for human consumption. The entire cost of the same will be deducted from the pending payments of the bidder. Also the bidder shall be responsible for any legal complications thereof.

16.) PENALTY CLAUSE

16.1 That the General Manager, Verka Chandigarh Dairy reserves the right to impose any penalty as deemed fit, in case of any complaint received from any corner regarding underweight boxes of sweets/ quality of sweets and the decision of The General Manager, Verka Chandigarh Dairy will be binding upon the bidder.

16.2 Any penalty/expenditure incurred or levied due to legal action, under the Food Safety & Standards Act. 2006 and Regulation framed there under and Weights & Measures Act on account of under-weight boxes of sweets/ quality of sweets etc. will be borne by the bidder and will also appear in the Court(s) in the event of legal cases in case of mis-

branding or under-weight of Verka sweets. Sweets shall be prepared at the bidder's premises under hygienic conditions & in case any extraneous matter of any type or any insect, hairs, nails etc. is found in the sweets at any stage or any quality complaint from any quarter what-so-ever, the bidder shall be fully responsible for all types of complications and consequences arising out of it.

16.3 Any breach in the quality of the products due to non conforming with the laid SOPs(Standard Operating Procedures), nutritional information, recipe or quality of ingredients shall attract immediate termination and forfeiture of security.

16.4 That the schedule for preparation of Sweets shall be given to the successful bidder separately and required no. of Boxes of sweets shall have to be packed as per schedule and the bidder shall have no reservation to deviate from or violate such time schedule and the General Manager Verka Chandigarh Dairy may impose suitable penalty if the time schedule is not adhered to strictly.

16.5 That in case the successful bidder fails to deliver the finished products at delivery point in time, then Verka Chandigarh Dairy shall transport the same at their own/hired private vehicle as well as a penalty of 5% of the value of the consignment shall be deducted without any prejudice.

16.6) The bidder will abide to procure raw ingredients and packaging material as per the demand status which is provided by Verka Chandigarh Dairy. If some raw material and packaging material is left unused after completion of contract period or demand, then Verka Chandigarh Dairy will not bear the loss/cost for that material.

17) RISK PURCHASE

In case of delayed supplies / delayed in execution of work may be completed at the risk, cost and responsibility after expiry of scheduled date without any notice. Extra amount spent on Risk Purchase / completion of work shall be adjusted against the earnest money / pending payments or the same shall be recovered from the firm through arbitration proceedings. Verka Chandigarh Dairy will reserve the right for the risk purchase / execution of the work in case of non-fulfillment of various terms and conditions of the contract.

18.) That the successful bidder shall abide to follow the instructions of Verka Chandigarh Dairy. That the bidder shall ensure to take the written approval prior to start production of Sweets, Bakery & Namkeen from Verka Chandigarh Dairy on Specifications of raw ingredients and packaging materials used by bidder for manufacturing and packaging of Sweets, Bakery & Namkeen. Standard Operating Procedure (SOPs) of all recipes are decided mutually before starting the production.

19.) That the successful bidder is required to have testing facilities of raw material, packaging material and finished products. In case if material not found satisfactory then Verka Chandigarh Dairy may get it tested from external lab and cost incurred on testing shall be borne by bidder.

20.) CLEANLINESS AND HYGIENE

The material supplied by the successful bidder shall be used for human consumption. It is therefore essential that the machinery/equipment/storage space etc. should conform to FSSAI standards. Towards this, it is essential that the successful bidders factory

premises and its surroundings where the material is produced/manufactured as well as storage facilities are maintained in utmost clean and hygienic conditions from dust, dirt, insects, flies etc. Bidders are therefore instructed to ensure absolute cleanliness and hygiene in the premises and surrounding area.

21.) INSURANCE

The goods supplied under the contract shall be fully insured against the loss or damage incidental to manufacturer, transportation, storage and delivery in the manner specified in the terms and conditions. If any loss or damage occurs during the supply of goods under the contract, the successful bidder shall make arrangements for replacement of any damaged item(s) in stipulated time.

22) ARBITRATION CLAUSE

(a) **Arbitration:** In case of any dispute or controversy arising out of contract/ supplies of Verka Chandigarh Dairy, the same shall be referred to the Registrar Cooperative societies Punjab or his nominee for arbitration. The decision of Arbitrator shall be final and binding on both the parties. The Arbitration proceeding shall be held under the Punjab Cooperative society Act, 1961 and the Rules, 1963 framed there under as amended upto date. The Arbitration proceeding shall be held in the office of the arbitrator.

(b) All legal proceedings, if necessity arises, can be instituted by any of the parties in the courts situated at Chandigarh and not elsewhere. The parties shall be able to approach the court only after exhausting remedy provided under clause arbitration 22(a) above.

23.) FORCE MAJEURE CLAUSE

Nothing standing the provisions of aforesaid Penalty Clause, the successful bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

For the purpose of this Clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Bidder eight in its sovereign or contractual capacity, act of god, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.

If a Force Majeure situation arises, the Bidder shall promptly notify Verka Chandigarh Dairy in writing of such conditions and the cause thereof. Unless otherwise directed by the Verka Chandigarh Dairy in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for the performance not prevented by the Force Majeure event.

24.) The successful bidder shall indemnify the Dairy and shall always keep verka Chandigarh Dairy indemnified against any loss or damage arising out of the violation of any mandatory /statutory and government rules on the part of renderer or his staff.

25.) That the successful bidder shall not sublet / transfer the annual rate contract during & its continuation without the specific and prior approval of the General Manager, Verka Chandigarh Dairy.

In Witness whereof the parties hereto have entered into this agreement the day and year herein above written.

Signed and delivered by the authorized representative for and on behalf of the parties.

Read, Agreed and Accepted the above Terms & Conditions

Signature with seal

On behalf of 1st Party

Signature with seal

On behalf of 2nd Party

General Manager

Verka Chandigarh Dairy

Witness: 1

Name _____

Address:

Date:

Witness: 1

Name _____

Address:

Date:

Witness: 2

Name _____

Address:

Date:

Witness: 2

Name _____

Address:

Date:

Annexure 'A'

PERFORMA FOR TECHNICAL BID

S.NO	Particulars	Status (Yes/No and other details if any)	Documents uploaded (Yes/No)
1	Whether earnest money deposited through RTGS/NEFT/ or any other electronic medium.		
2	The bidder must have minimum 5 years of Work Experience of manufacturing and sales of sweets bakery and Namkeen. (Attach copy of the proof)		
3	The Bidders must have a minimum 150 MT monthly manufacturing & packaging capacity of Sweets, Bakery & Namkeen. (Attach document or Self Declaration on Letter head)		
4.	That the successful bidder shall have its manufacturing and packaging units within 300 Kilometers periphery of Chandigarh.		
5	The bidder must have Minimum Average Turnover of Rs. 15 Cr. for the last three consecutive financial years (i.e. 2020-21, 2021-22, and 2022-23) (Attach copy of balance sheets duly attested by Chartered Accountant along with UDIN)		
6	Whether registered Firm or partnership, the copy of proof attached; if Company then a memorandum and Articles of Association attached.		
7	Whether having PAN/TAN and GST? (Attach copy of the same).		

8	Whether any order blacklisting/debarring the bidder Company or organization passed by any Cooperative Organization, Government concern or any Sister organization or any State/Public Sector undertaking within the last two years? If yes, Attach a copy of the order If no, attach Affidavit		
9	Whether the requirements as laid down under the Food Safety and Standards Act, 2006 are being followed in the earlier works by having the registration / License under the Rules and Regulation, weight & measurement License, FSSAI storage and transportation License, etc. or any other statutory license are available? (Attach the copy of Licenses and certificates)		
10	Whether MAP packaging available or not?		
11	Whether Creditability certificate issued by concerned bank? (Attach Copy)		

Note:- General Manager Verka Chandigarh Dairy/Committee constituted by General Manager Verka Chandigarh Dairy may inspect the production and packaging facility of the bidder before opening of Financial Bid for ascertaining technical capabilities of bidder for manufacturing of Sweets, Bakery and Namkeen conforming to technical, hygiene and infrastructure criteria, as laid by the FSSAI.

I/We certify that the above requirements as laid down in the Technical Bid are supported with the documents required.

Signature of Bidder

Authorized representative

With office Rubber Stamp

ANNEXURE B

<u>S.NO</u>	<u>PARTICULARS</u>	<u>SKU/PACK SIZE</u>	<u>Tentative Quantity (In boxes)</u>
1.	Soan Papri	400 GM	2500
2.	Soan Papri	800GM	6000
3.	Milk Cake	400GM	1500
4.	Milk Cake	800GM	15000
5.	Roated Channa Burfi	400GM	600
6.	Roasted Channa Burfi	800GM	1500
7.	Panjiri	400 GM	7000
8.	Panjiri	800GM	14000
9.	Mah Dal Pinni	400 GM	1200
10.	Mah Dal Pinni	800GM	7500
11.	Dhoda	400 GM	3000
12.	Dhoda	800GM	34000
13.	Kaju Burfi	400 GM	3000
14.	Kaju Burfi	800GM	8500
15.	Celebration Pack (Mah dal Pinni 200 gm, Dhoda 200 gm, Kaju Burfi 200 gm, Besan Burfi 200 gm)	800 GM	14000

16.	Moti choor Laddu	400 GM	500
17.	Moti choor Laddu	800GM	500
18.	Besan Burfi	400 GM	400
19.	Besan Burfi	800GM	800
20.	Besan Laddu	400 GM	700
21.	Besan Laddu	800 GM	350
22.	Jeera Biscuit (Desi Ghee)	300 GM	1000
23.	Atta Biscuit (Desi Ghee)	300 GM	1000
24.	Dry fruits Biscuit (Desi Ghee) mix of Pista, Almond & Kaju	300 GM	500
25.	Rusk	300 GM	1000
26.	Cake Rusk	300 GM	1000
27.	Namkeen Mathi Plain	300 GM	500
28.	Achari Mathi	300 GM	500
29.	Kali Mirch Namkeen Mathi.	300 GM	500
30.	Till Bhugga	400 GM	1200
31.	Till Bhugga	800 GM	3400
32.	Till Milk Cake	400 GM	500
33.	Till Milk Cake	800GM	2800
34.	Till Patti Gazak	300 GM	900

35.	Till Patti Gazak	600 GM	2300
36.	Rewari Gur	300 GM	500
37.	Rewari Gur	600 GM	2200
38.	Groundnut Gazak	300 GM	700
39.	Groundnut Gazak	600 GM	3300

ANNEXURE -C

NAMES OF DESTINATION PLACE FOR F.O.R. DELIVERY OF FINISHED PRODUCTS

SR. NO.	DESTINATION PLACE
1	CHANDIGARH
2	MOHALI
3	BATHINDA
4	JALANDHAR
5	LUDHIANA