**The Punjab State Cooperative Milk Producers’ Federation Limited (Milkfed)**

**SCO 153-155, Sector 34-A, Chandigarh, 160022**

**INFORMATION FOR SELECTION OF PROFESSIONAL CONSULTANT CUM MERCHANDISER FOR CSD SALES.**

1. The Punjab State Cooperative Milk Producers Federation Ltd, MILKFED invites e-tender on the prescribed form from registered, experienced and reputed Agencies/Firms/Companies for appointment as Professional Consultant Cum Merchandiser for Introduction of Verka brand Products in CSD Canteens, Liasioning with CSD Head Office, Order/Sales Promotion, After Sales Service, Payment follow up and recovery.

1. The Tenders can be downloaded from eprocure.punjab.gov.in i.e. Punjab Government eProcurement portal. The technical bid, financial bid of the eligible tendered shall be opened in the office of Milkfed SCO 153-155 Sector 34A, Chandigarh. In case of holiday tender shall be opened on next working day. **Rs.200,000/-** as earnest money should be made through electronic medium i.e. NEFT/RTGS/Debit card/Any other accepted medium by the portal. For any clarification/difficulty regarding e-tendering process flow, please contact us on, 8146900347, 0172-5041809 and 0172-5041852.
2. The Tender submitted by the bidders shall be in two separate parts:

Part I – Technical Bid

Part II – Financial Bid

**The Punjab State Cooperative Milk Producers’ Federation Limited (Milkfed)**

**SCO 153-155, Sector 34-A, Chandigarh, 160022**

**TECHNICAL BID**

**PERFORMA FOR TECHNICAL BID FOR SELECTION OF PROFESSIONAL CONSULTANT CUM MERCHANDISER FOR SALE OF VERKA MILK PRODUCTS THROUGH CSD CANTEENS**

|  |  |
| --- | --- |
| **Name of the Firm/Company** |  |
| **Name of Proprietor/Director** |  |
| **Mobile Number** |  |
| **Email id for all communication** |  |
| **S.No.** | **Particulars** | **Status (Yes/No and other details if any)** |
| 1 | Earnest money of Rs.2,00,000/- (Rupees Two Lac Only) paid through NEFT/RTGS or any other accepted medium. |  |
| 2 | Whether registered Firm or partnership attach copy of proof, if Company then attach copy of Memorandum & Articles of Association as Proof. along with total number of employee in the establishment |  |
| 3 | PAN number may be mentioned, Attach copy of the same. |  |
| 4 | GST number may be mentioned, Attach copy of the same. |  |
| 5 | Whether any order of 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 copy of the order. If no attach affidavit. |  |

1. The evaluation of Technical Proposal will be made on the basis of eligibility criteria as per the TECHNICAL BID. The bidders are required to suffice all the above points to qualify for QCBS evaluation.
2. Financial Bid of those firms would be opened who qualify the minimum criteria of QCBS evaluation.
3. Bidders to provide undertaking that the details furnished and offer will remain valid till tender period.
4. The prices to be quoted would be exclusive of any tax which shall be payable extra, as applicable.
5. The price quoted shall be inclusive of any cost incurred in any activities/ to achieve the milestones as mentioned.
6. Price quoted by Bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
7. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD of said bidders.

**The Punjab State Cooperative Milk Producers’ Federation Limited (Milkfed) SCO 153-155, Sector 34-A, Chandigarh, 160022**

**QCBS EVALUATION**

**CRITERION FOR QUALITY EVALUATION FOR SELECTION OF PROFESSIONAL CONSULTANT CUM MERCHANDISER FOR SALE OF VERKA MILK PRODUCTS THROUGH CSD CANTEENS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.No.** | **Parameters** | **Response** | **Max Score** | **Evaluation Criteria (Marks)** |
| 1 | Running Contract/Agreement, as Professional Consultant Cum Merchandiser, for handling Dairy / Food Item business with CSD.  |  | **20** | Dairy Category = 20 Food Category = 15Other Category = 00  |
| 2 | Number of Dairy/ Food companies catered/being catered for carrying out the tendered activity.  |  | **20** | Above 05 = 20From 01 up to 05 = 10 For Other Category = 00  |
| 3 | Operational experience in Handling CSD Business in individual capacity or in the capacity of Director of the firm. (All requirements as mentioned in NIT must be fulfilled) |  | **20** | Two Marks for each operational experience year but not increasing the total score of 20  |
| 4 | Turnover Size Handled in the capacity of Professional Consultant Cum Merchandiser For Dairy/ Food Business in CSD. |  | **20** | Above 40 Crore = 20From 20 Cr Up to 40 Cr = 15.From 10 Cr Up to-20 Cr = 10. Below 10 Cr = 00 |
| 6 | Existence of the Company  |  | **10** | Above 05 year = 10 From 01year to 05 Years = 05  |
| 7 | Turnover Size of Client Handling For Dairy / Food Business in CSD |  | **10** | Above 500 Cr = 10100 Cr to 500 Cr = 05 Less than 100 Cr = 00 |
|  | **Grand Total**  |  | **100** |  |

**Agencies have to provide documentary proof & present company/business profile at Verka Head Office, Sector 34, Chandigarh.**

**An agency has to achieve at least 60% out of total score (QCBS evaluation) to qualify for financial evaluation.**

1. QCBS (Quality and Cost Based Selection) system in which quality of experience of work would be given 50% weight age and cost 50% weight age on a 100-point grading sheet. The committee would decide the parameters and score for short listing applicants/parties on quality basis.
2. The financial bid of only those vendors shall be opened, who will attain the minimum technical/quality qualifying score as decided by committee**.**
3. The technically (QCBS) qualified applicants/parties would be shortlisted on financial quotes; the score corresponding to financial quotes would be calculated as per the formula mentioned below :

**Fn = Fmin / F bid \* 100**

Where

Fn = Normalized financial score of the firm under consideration

Fbid = Evaluated cost for the firm under consideration

Fmin = Minimum evaluated cost of any firm

Final evaluation would be done using Quality and Cost Based Selection (QCBS). An overall score will be calculated based on technical and financial scores of each technically qualifying firm as detailed below:

**Bn = (0.5 x Tb) + (05 x Fn)**

Where

Bn = Overall score of firm under consideration

Tb = Absolute technical score of the firm under consideration

Fn = Normalized financial score of the firm under consideration

**THE PUNJAB STATE COOPERATIVE MILK PRODUCERS’ FEDERATION LIMITED (MILKFED) SCO 153-155, SECTOR 34-A, CHANDIGARH, 160022**

**FINANCIAL BID**

**PROFORMA FOR FOR QUALITY EVALUATION FOR SELECTION OF PROFESSIONAL CONSULTANT CUM MERCHANDISER FOR SALE OF VERKA MILK PRODUCTS THROUGH CSD CANTEENS**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Description** | **Rate Offer may be made on % basis for the billing made CSD on monthly****( before Taxes)**  | **Taxes and other levies in %** |
| 1 | **Fee on Account of Professional Consultancy Cum Merchandising**  |  |  |

**\*\*\*\* Note no claim shall be entertained on account of damage at CSD Depots/ Canteens to the hired agency.**

**SCOPE OF WORK FOR THE SELECTION OF PROFESSIONAL CONSULTANT CUM MERCHANDISER FOR CSD CANTEENS:**

The selected Professional Consultant shall have to carry out the following activities:-

* **PRODUCT INTRODUCTION PROCESS.**
* **LIAISON WITH CSD HO ON MILKFED’S BEHALF.**
* **ORDER / SALES PROMOTION.**
* **AFTER SALE SERVICE, AS & WHERE, WHENEVER NEEDED.**
* **PAYMENTS FOLLOW UP FOR RECOVERY.**

**A CO-ORDINATION WITH CSD HEAD OFFICE AT MUMBAI :**

The Selected Professional Consultant shall be responsible for maintaining strong liaison and regular co-ordination for:-

* Monthly order forecast.
* Monthly ordering.
* Stock level reviews.
* Price revision.
* New introduction etc.**(MINIMUM 5 PRODUCT/SKU)**

**B CO-ORDINATION WITH CSD DEPOT (31 NOS. LOCATED ACROSS**

 **THE COUNTRY )**

The competent party shall have responsibilities to maintaining strong liaison and regular co-ordination for ;

* Monthly supply co-ordination.
* Quick liquidation from depots to URCs.
* Prompt issuance of Form-2/BFA (Bill Forwarding advice) to CSD-HO.
* Any other liaison work, as needed, from time to time.

**C CO-ORDINATION WITH CSD CANTEENS (URC) : 3000+ SPREAD**

 **ACROSS THE COUNTRY:**

* Strong liaison / co-ordination for regular demand orders generations.
* Prompt after sale service settlement.
* Sales promotional activities at Point of Purchase (POP).

**D COMPETENT PARTY TO CREATE A DEDICATED SALES TEAM TO**

 **PROMOTE MILKED’S PRODUCTS IN CSD :-**

The selected party shall be required to have a team of field sales staff as well as Regional Sales Staff (RMs) in place with in 6 months from the day of starting sale operations of Verka Milk Products so as to facilitate co-ordination and sales promotion of Milkfed’s products..

Broad Sales Team Networking Desired for Milkfed Product Sales, within Six Months from day of starting sale of Verka Milk Products, through CSD Canteens is, as detailed hereunder :-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **POSITION** | **BASED AT** | **DEPOTS TO BE LOOKED AFTER** | **NO. REQUIRED FOR RM** | **NO. REQUIRED FOR SALES STAFF**  |
| RM (NORTH) | DELHI | NORTHERN / CENTRAL DEPOTS | 01 | 02 |
| RM (SOUTH) | BANGALORE | CHANNAI, BANGALORE, COCHIN | 01 | 02 |
| RM (SOUTH / WEST) | KHADKI (PUNE) | VIZAG, SEC’BAD, KHADKI, MUMBAI, AHMEDABAD | 01 | 02 |
| RM (EAST) | KOLKATA | KOLKATA, RAMGARH, BAGHDOGRA, MISAMARI, MASIMPUR, DIMAPUR, GUWAHATI | 01 | 02 |

**E) TOTAL COST OUTLAYS :**

The selected party shall be paid remuneration ,on percentage basis on billing according to the orders received from CSD, post receipt of 100 % payment from CSD on bill to bill basis.

**F) PERIODICAL VISITS**

The Professional Consultant/his authorized representative shall be required to visit the office of Milkfed at Chandigarh or any of its affiliated union for official purpose at any time, if called upon, especially for reconciliation purposes. The party shall not be paid any extra remuneration, on all such accounts. Consultant.

**G) CUSTOMER COMPLAINTS**

All complaints / grievances, if made on any social media platform & Customer Care helpline, shall be documented and escalated to you, for prompt Redressal, under intimation to this office.

**OTHER GENERAL TERMS & CONDITIONS**

1. **Earnest Money & Security:** The bidders shall deposit amount of **Rs.2,00,000/- (Rupees Two Lacs only)** as earnest money with the Punjab State Cooperative Milk Producers’ Federation Limited, Chandigarh. The earnest money shall have to be paid online. Tenders without the requisite earnest money shall be rejected summarily. The successful bidder shall have **to deposit security of Rs. 2,00,000 , which shall be in addition to already deposited EMD , within seven working days** from the acceptance of the offer/tender through draft favoring the Punjab State Cooperative Milk Producers Federation Limited payable at Chandigarh. The earnest money of all unsuccessful bidders will be refunded within 45 days and Milkfed shall not be liable to pay any interest thereof.
2. The earnest money of successful bidders shall be adjusted towards the security amount to be deposited by the successful bidders, making it **total security amount of Rs.400000/- (Rs. Four Lacs)**
3. In case the bidders did not deposit the full earnest money mentioned in the tender notice, the financial bid of that bidders shall not be opened.
4. The security deposit shall be refunded to the party after the successful completion of the contract and also after the full and final settlement of the deal on receipt of a clear cut No Due Certificate in the prescribed Performa. No interest shall be payable on the amount of security deposit.
5. The selected party has to deposit the security amount within the scheduled period of seven working days, failing which shall lead to an explanation. If there is no response to the letter within 7 days, the earnest money of the party shall be forfeited and bidders shall be blacklisted.
6. Bidders shall abide by the term and conditions of the tender.
7. **That the party shall have to deposit two cheques favoring The Punjab State Cooperative Milk Producers’ Federation Limited towards the security/insulation for the consignment dispatched to the CSD Canteens. In the event of the default due to party’s error/inaction for amount whatsoever, the same shall be recovered through these two signed/without date cheques.**
8. **PERIOD OF CONTRACT**- The contract will be for a period of 2 years from the date of the award of contract which may be extended further for another period of 2 years with mutual consent at same rates and agreed terms & conditions. It is further informed that an annual review of the performance of the Professional Consultant Cum Merchandiser, will be done and in case the performance of the party is not found satisfactory the contract can be terminated by giving one month notice.
9. Bidders shall abide by the term and conditions of the tender.
10. At the time of termination of consultancy, the selected party has to handover all the documents pertaining to the activity undertaken, be it registration certificate of products, sales figures, account ledgers and other related documents to Milkfed, immediately, In case the selected party fails to do so, the liability so arises will be deducted from the security amount and other available tools and in case the liability exceeds the submitted security then alternate procedure will be followed.
11. That the successful party shall be actively involved and fully responsible for getting the product of Milkfed enrolled /approved from CSD authorities through the defined process in the defined time. Thereafter it shall be fully responsible for Order procurement, Sales Promotion, Post Sales Service, Liasioning between all stakeholders for all reasons, payment follow up and receipt of payment.
12. **Payment Terms: -** **The payment for consultancy fee, as quoted in the Financial Bid, shall be paid after two months, within 10 days from the date of receipt of invoice, after deducting penalties/taxes/other charges/payments done from the end of Milkfed, if any, this payment shall be subject to receipt of 100% payment for the goods dispatched. In other words the party shall have to ensure that the payment on account of goods dispatched by Milkfed to CSD Canteens, for the period, for which the consultancy amount is being claimed by it, stands duly cleared on period to period basis (as per the procedure defined by CSD authorities**) .

1. **ACCEPTANCE OF TENDER AND WITHDRAWALS: -** The final acceptance of the tender is entirely vested with Milkfed which reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. Milkfed may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by Milkfed, the Successful Bidders shall have no right to withdraw their tender or claim higher price.
2. **LETTER OF ACCEPTANCE**-After acceptance of the Tender, a Letter of Acceptance (LOA) will be issued to the Successful Bidders.
3. **In case of change of marketing policy, the contract can be terminated by Milkfed by giving one month notice to the agency and vice-versa.**
4. The Successful Bidders shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of Milkfed.
5. The expenses incidental to the execution of the agreement should be borne by the Successful Bidders.
6. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Milkfed and Milkfed also have the right to recover any consequential losses from the Successful Bidder.
7. The bidder shall have to give an undertaking that he/ his firm has not been debarred/blacklisted by any Govt/Semi Govt/ PSU or Private party at any point of time. If any variation in the undertaking is found false/wrong, then the consultancy shall be scrapped immediately and other punitive action may be initiated against the party.
8. The Managing Director, The Punjab State Cooperative Milk Producers Federation Limited, Chandigarh will have the discretion to extend the date of receipt and opening of tender
9. If felt necessary, Managing Director may review the financial status as well as available infrastructure of the applicants and reserves the right to reject/accept the offer.
10. The successful bidder will arrange for sufficient number of manpower required for servicing of Main Canteens and attached Canteens, well in time.
11. **TERMINATION OF DEFAULT**- Milkfed may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 1 month, sent to the Successful Bidders, terminate the contract in whole or part, (i) if the Successful Bidders fails to deliver any or all of the items or services within the time period(s) specified in the Contract, or fails to supply the service as per the Delivery Schedule or within any extension thereof granted by Milkfed; or (ii) if the Successful Bidders fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidders, in the judgment of Milkfed, has engaged in fraudulent and corrupt practices.
12. **TERMINATION FOR INSOLVENCY**- Milkfed may at any time terminate the Contract by giving written notice with a notice period of 1 month to the Successful Bidders, if the successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidders, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Milkfed.
13. Any change in constitution of the firm shall not absolve any partner of the firm from the liability.
14. GST, Service Tax, Income Tax and other statutory deductions as applicable from time to time if any shall be recovered / deducted in accordance with the related Acts rules/ regulations and Laws prevailing and as amended from time to time.
15. The bidder will also be liable for due observation and implementation of all the statuary conditions or requirement of labour laws/ other laws as applicable to his workforce from time to time.
16. In case, any complaint is received from anyone, against the agency on account of any misbehavior by the staff, misuse of trademark, pilferage of any commercial information or complaint of similar nature Milkfed may impose appropriate penalty and direct the agency to take corrective steps. If the lapses of above nature are repeated frequently, the agreement can also be terminated by forfeiting the pending bill payment and whole security amount.
17. **PENALTY CLAUSE** :- The selected party shall have to ensure that the payment against the goods dispatched to CSD Depots/Canteens is received with in 44 days from the date of receipt of stocks, In the event of any delay due to reasons concerning the hired party, the penalty clause shall be invoked as detailed hereunder ,

|  |  |
| --- | --- |
| **NO OF DAYS IN WHICH THE PAYMENT IS RECEIVED** | **PENALTY** |
| Within 60 Days from the date of receipt of goods | No Penalty |
| After 60 Days from the date of receipt of goods  | 1 %shall be charged on the delayed bill value for each month or part thereof. |

1. The workforce engaged by the agency holder will be his/her own liability for all intents and purposes. They will have nothing to do with Milkfed. Such workforce will not have any employer-employee relationship (not even remotely) or connection with Milkfed for any purpose whatsoever.
2. The agency holder will comply with all the statutory and legal requirements as per various applicable laws, prevailing rules/ practices and procedures. He/She will always keep Milkfed indemnified against all liabilities towards his/her workforce which are to be discharged by him from time to time.
3. The successful party/ his authorized representatives shall not misuse the logo of Milkfed or Verka in any form. Such an act if proven will be viewed very seriously and can result in the cancellation of the agreement by forfeiting the pending bill payment and whole security amount.
4. Management of Milkfed reserves the right to make any addition/deletion or change in any term and condition with or without any notice, which shall be fully applicable on it without any objection.
5. Successful agency holder will have to become a Nominal Member of the Milkfed and for this; he/she will deposit a sum of Rs.1000/- as a membership fee and the terms and conditions for the governance of such membership, shall be fully applicable on the party.

1. The successful bidding party will have to enter into an agreement with Milkfed on a non-judicial stamp paper of Rs.500/- within fifteen days from the date of awarding the contract, accepting the above terms & conditions.
2. The party/firm shall carry out, perform and observe the provisions of various Acts such as Shops and Establishment Act, Employees compensation Act, CLRA Act, EPF and ESI Acts and any other enactment passed by the Parliament or State legislature and any rules made there under by the appropriate Government, in any way affecting his work-force deployed by him and also indemnify Milkfed against any liability that may be imposed by law or by the Government for Non-observance of any provisions of the Acts and Regulations applicable to his establishment. In case any of his liability may have to be discharged by Milkfed under any provision of law/ regulation, the agency holder will reimburse the same to Milkfed else the amount shall be deducted out of his bills, security and other dues, if any, or through due process of law.
3. The selected party shall not be paid any other amount other than the agreed fixed percentage over the base billing value.
4. **Arbitration:** In case of any dispute or controversy, arising out of this contract effort shall be made to resolve the same amicably. But if the same could not be resolved, the same shall be referred for arbitration to The Registrar Cooperative Societies, Punjab, Chandigarh or his nominee for arbitration. The decision of the Arbitrator shall be final and binding upon both the parties. The arbitration proceedings shall also be conducted under the Registrar Cooperative Act 1961, and Rules framed there under and amended from time to time. The arbitration proceedings shall be held in the office of the Arbitrator or his nominee in Chandigarh.

1. **Jurisdiction**: The jurisdiction of the court in case of further legal dispute will be the courts at Chandīgarh U.T. only.

**(Certificate)**

Certified that I/We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_have carefully gone through the above terms & conditions and have retained a copy of the same. I/We shall strictly abide by the above terms & conditions.

Signatures of bidders/party with seal.

Complete Address…………………………..

Phone/Mobile No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

**Read Agreed and Accepted the above terms & conditions**

**Signature of the Tenderer Managing Director**

**Address & Phone/ Mobile no. Milkfed, Chandigarh**