



Bihar State Milk Co-operative Federation Ltd.

Dairy Development Complex, PO- BV College, Patna- 800014 (BIHAR)

Phone No- 2224083,2228953,2228347,2220387, Fax No-0612-2228306

E-Mail: marketingcomfed@gmail.com, Website: <http://www.sudha.coop/>

TENDER DOCUMENTS FOR MANUFACTURING, PACKAGING & MARKETING OF SUDHA BRAND SWEETS, BAKERY, NAMKEEN & CONFECTIONERY PRODUCTS

CONTACT PERSON:-

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Phone No- 2224083,2228953,2228347,2220387, Fax No-0612-2228306

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COMFED:Mktg:2261

Date :04.08.2021

TENDER NOTICE

Invitation of Bid for hiring a reputed established and experienced firm/ company for manufacturing, packaging & marketing of SUDHA brand sweets, namkeen, bakery & confectionery products in National & International Market.

Bihar State Milk Cooperative Federation Ltd. (COMFED) invite bids from the eligible reputed established and experienced firm to manufacture & pack sweets, namkeen, bakery & confectionery item in the brand name of "SUDHA" and to sell these products in national & international market.

Interested parties can participate in the bidding process as per following time schedules / date:

Particulars	Scheduled Date & Time
Tender Documents availability on website	06.08.2021 & onwards
Pre-Bid Meeting at COMFED Hqr or through VC.	16.08.2021
Final Tender Document Upload by COMFED	20.08.2021
Tender Submission Date for Bidder	06.09.2021 latest by 05:00 P.M.
Technical Bid Opening Date	07.09.2021 at 02:00 PM.

The bidders are advised to download the detailed terms and conditions and operational requirements from our website :www.sudha.coop.

The undersigned reserves the right to cancel the tender without assigning any reasons before the award of work.

Managing Director



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1.0 Introduction & Information

- 1.01** In order to strengthen the sale & marketing operation of sweets and to enter into Bakery, Namkeen & Confectionery business in National as well as International Market, Bihar State Milk Co-operative Federation Ltd (COMFED) intends to hire a reputed and experienced firm/company for manufacturing of sweets, namkeen, bakery & confectionery items under the brand name of SUDHA and the bidder is also required to carry out the sale & marketing of such manufactured products in the national & international market.
- 1.02** The interested bidders should have readily available manufacturing infrastructure for production of sweets, namkeen, bakery & confectionery products and should also be capable to produce export quality products including frozen sweets, namkeen, bakery & confectionery for manufacturing & sale in national & international market. The firm should have state of art packing facilities, adequate warehousing, and should be capable to handle supply chain management under such arrangement required for sale of such products.
- 1.03** The bidders should have experience of manufacturing such products and should have sales channel / partners in national level and been experienced in manufacturing of food products and should be capable to sale of products manufactured and packed under the brand name of "Sudha" and should be capable to extend minimum annual sale guarantee to COMFED for national and international sale.
- 1.04** The bidder is required to submit major list of plant and machineries and equipment installed in the plant and also some photographs of the plant to exhibit the present status of the plant.
- 1.05** The bidder should have valid FSSAI licenses, updated Factory Licenses, Boiler Licenses, adequate electricity and power connection, NOC from Pollution Control Board and other Licenses as required from the statutory bodies/ authorities to run manufacturing facility for sweets, namkeen & bakery products. The bidder should have PAN, valid GST Certificate and other statutory certificates and should submit along with the Technical Bid.
- 1.06** The bidder being a Limited Company, shall enclose a copy of Certificate of Incorporation, Name Change Certificate if any, Articles/ Memorandum of Association, Copy of Latest Balance Sheet and Profit & Loss Account, List of Directors, List of Associates or Companies in similar business etc. along with a resolution of the company in favour of the authorized signatories who is signing this bid document.



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- 1.07** In case of bidder other than limited company, the evidence of partnership/ proprietorship, Date & Year of Firm Creation, List of partners, Associates, their background, Balance Sheet & P&L Account and the authorized signatories etc.
- 1.08** The bidders are advised to go through the detailed terms & conditions and operational requirements stipulated in the tender by downloading the tender document from our website www.sudha.coop before submission of the tender documents within the stipulated date and time.
- 1.09** The bidders are advised to sign and accept all the terms and conditions of the tender before submission and may note that "**Conditional Offer**" shall not be considered for technical or financial evaluations.
- 1.10** COMFED shall have the liberty to decide the acceptance of late receipts of tender documents if any during the corona pandemic period and shall be at liberty to seek the documents/ testimonials in support of claims made by the bidder.
- 1.11** The tender document consisting of testimonials/ documents/ papers attached in support of the their claims should be fair copies along with tender documents, terms and conditions should be properly binded, numbered and signed on all papers/ attachments.
- 1.12** The bidder shall submit the technical (in **Annexure-1** along with the Tender Documents) and financial bid (in **Annexure-2**) in two separate envelopes and both the sealed bids should be placed into one large envelope super scribing as "Tender for hiring a firm for manufacturing, packaging, marketing of Sweets, Bakery , Namkeen & confectionery products under brand name SUDHA Due Date- **06.09.2021**" And should be submitted through courier/ speed post/ hand delivery latest by the stipulated date and time at the following address:-

Managing Director
Bihar State Milk Co-operative Federation Ltd
Dairy Development Complex
PO- Bihar Veterinary College,
Patna- 800 014
Land Mark : Near Patna Airport



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- 1.13** The validity of financial quotes should be minimum for 180 days from the date of submission of tender document.
- 1.14** The technical evaluation may include the physical verification of the plant status by a team duly constituted for this purpose for which the bidder shall allow the inspection of their plant as per scheduled date to verify the list of plant and equipment, infrastructure available for production as enclosed by bidder with the tender document.
- 1.15** The bidder is required to submit two bank Drafts i.e., one as cost of tender document for Rs.5,000/- (Rupees Five Thousand only) and second as Earnest Money Deposit for Rs. 5,00,000/- (Rupees Five lakh) only in the form of Demand Draft or Banker's Cheques issued by any scheduled banks in favour of **Bihar State Milk Co-operative Federation Ltd, payable at Patna** and both the Demand Draft should be placed in one separate small envelope along with the technical bid documents. **No tender/ bid shall be accepted without the Cost of Tender and Earnest Money Deposit (EMD)** and will be liable for rejection.
- The Cost of Tender is non-refundable, however the EMD of successful bidder shall be considered as a part of Security Money and the EMD of unsuccessful bidders will be refunded once the tender process is over. **No Interest is payable on the EMD amount and or Security Money till it is with COMFED.**
- 1.16** The successful bidder has to submit interest free Security Money for Rs.15,00,000/- (Rupees Fifteen Lakh) only which will remain with COMFED till the currency of the contract. The EMD deposited along with Tender shall be transferred to Security Money. Security Money will be increased as per operational requirements depending on business volumes. The Security Money amount will stand refundable only after the completion of contract period and or settlement of any dues of COMFED.
- 1.17** The bidder has to provide minimum sales guarantee for national as well as international market as detailed in financial bid document. The bidder has to provide royalty (%) on the Sale Value of SUDHA sweets, namkeen, bakery & confectionery item.
- 1.18** The bidder is required to submit an acceptance letter on the letter head of the bidder which would be signed by the authorized signatory as per **Annexure- 4**.
- 1.19** The bidder is required to submit the list of plant & machinery in support of claim of Production capacity, marketing capabilities etc. as per **Annexure-5**.



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1.20 The tender paper each page should be properly stamped and signed by the authorized signatory of the bidder along with the enclosures and should be numbered in sequences along with a formal letter enclosing the copy of technical bid and enclosures.

1.21 The tentative date and schedule of tender shall be as below :

Particulars	Scheduled Date & Time
Tender Documents availability on website	06.08.2021 & onwards
Pre-Bid Meeting at COMFED Hqr or through VC.	16.08.2021
Final Tender Document Upload by COMFED	20.08.2021
Tender Submission Date for Bidder	06.09.2021 latest by 05:00 P.M.
Technical Bid Opening Date	07.09.2021 at 02:00 PM.

1.22 Pre-Bid shall be held at COMFED, Hqr. Patna which can be attended by the interested bidder either as physical presence or through online mode. The bidder whosoever wish to join pre- bid meeting through VC, may like to make a request for pre-meeting VC link through Email to : marketingcomfed@gmail.com / comfed.patna@gmail.com.

1.23 The tender shall be opened at COMFED Head Office in presence of bidders, whosoever wish to remain present.

1.24 The bidder may take a note that the price bid of only technical qualified bidders shall be opened which will be notified separately for price bid opening date.

1.25 For evaluation of technical and financial bid, COMFED shall be at liberty to seek further information/ documents to justify the claim(s) of the bidder if required.

1.26 The competent authority at COMFED reserves the right to cancel one or all bids without assigning any reason.

1.27 For all legal matters & disputes, Patna court will be our jurisdiction.



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2.0 **ELIGIBILITY CRITERIA: -**

- 2.01 The bidder should be a private / public limited company or partnership / proprietorship firms and should be in the business of manufacturing of sweets, namkeen, bakery & confectionery items. The bidder should attach a copy of Certificate of Incorporation, Article/Memorandum of Association or Copy of Partnership Deed or Proprietorship is to be attached to establish the legal status of the bidder.
- 2.02 The bidder should have **Minimum Average Turnover** of Rs 25 Cr during last three financial years from sweets, bakery, namkeen & confectionery items etc. in manufacturing and sale of these products. The bidder should attach a copy of audited P & L and Balance sheet for FY 2018-19, FY 2019-20, FY 2020-21.
- 2.03 The Bidder should have **Minimum Average Export Turnover** of Rs 2 Cr. for three preceding financial years from export of sweets, Bakery, Namkeen & confectionery items. The bidder should attach CA certified certificate showing sale value of food products for both exports & domestic sale separately for 2018-19, 2019-20, 2020-21.
- 2.04 The bidder should have **Minimum** 8000 square feet Production Area hygienically clean and separate area to manufacture Sweets, Bakery, Namkeen & Confectionery item as per requirement of COMFED. The bidder should submit engineering drawing of the production area.
- 2.05 The bidder should enclose separate Demand Draft for Cost of Tender and EMD. Original Demand Draft are to be enclosed.
- 2.06 The bidder should have PAN, GST number. A copy of PAN and GST Certificates to be enclosed.
- 2.07 The bidder should not be blacklisted by any Govt Company/ Institutions. A copy of self-undertaking on letterhead about non-black listing of the bidder.
- 2.08 Total average guaranteed sales volume per year offered by the bidder for initial three years should not be less than 5 Cr.
- 2.09 The serial number 2.01 to 2.08 are **preliminary qualification**, which are essentially required for consideration for the further evaluation under QCBS method.



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- 2.10 The bidder shall be given preference having experience of doing Job work for manufacturing of sweets /namkeen / bakery / confectionery item for /with any organization of reputed companies/State Coop Milk Federation and or having job work arrangement of such products with any State Co-operative Federation / Milk Union. The bidder should attach work order in support their claims.
- 2.11 The Bidder should have all necessary suitable equipment, like 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.
- 2.12 The bidder should have all statutory licenses etc. to manufacture Sweets, Bakery, Namkeen & Confectionery item etc. and also conforming to related provisions of FSSAI guidelines and should possess statutory licenses required for the same.
- 2.13 COMFED shall be at liberty to inspect the production and packing facility of the bidder before opening of Financial Bid for ascertaining technical capabilities of bidder for manufacturing of sweets, bakery and namkeen etc. conforming to technical, hygiene and Infrastructure criteria, as laid by the Federation.

3.0 Evaluation Parameters

The bidders whosoever qualify under the PQ Criteria, shall be further evaluated under QCBS Methods and the marks for different parameter shall be given as below :-

S. No.	Particulars	Range	Marks
1	Bidder's Experiences in same name and style of Business	<3 Years	0
		3 years to 5 years	5
		More than 5 years	10
2	Average Turnover from manufacturing products like Sweets, Bakery, Namkeen & confectionery items for three preceding financial years (in INR) 2018-19, 2019-20, 2020-21.	Less than 25 Cr	0
		25 Cr to 30 Cr.	10
		Above 30 Cr	15



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3	Average Export Turnover from sweets, namkeen, bakery, confectionery manufacturing for 3 Preceding financial years 2018-19, 2019-20, 2020-21	Less than 02 Cr	0
		2 Cr. – 3 Cr.	10
		Above 3 Cr	15
4	Area for Production (in sq. Ft.)	Less than 8000sq-ft	0
		8000 -10000 Sq Feet	5
		Above 10000 Sq Feet	10
5	Total guaranteed average net sales (national + international) for first three years, the bidder would provide to COMFED.	Less than 05 crore	0
		05-10 crore	5
		Above 10 crore	10
7	Number of job work experience specifically with State Milk Coop Federations for production of sweets /bakery/namkeen/confectionery.	No project	0
		1 Project	5
		More than 1 Project	10
8	Experience of doing Job work for manufacturing of sweets/ namkeen/ bakery/ confectionery with an organization of repute preferably or Milk Coop Federation.	Less than 3 years	0
		3 Years- 6 Years	5
		Above 6 Years	10
9	A detailed written Proposal of Plan for Production, Mfg and sale strategies of Products for next 3 years	Maximum	5
10	Presentation before the Committee on overall about the Bidder, present and future Operations, Proposed Marketing Plan. It would be arranged through VC.	Maximum	15

Note : Marks for para 9 & 10 shall be awarded by the Technical Evaluation Committee and the bidders scoring minimum 60 marks shall be considered eligible for price evaluation.

4.0 THE BIDDER'S Illustrative Scope of Work:

- 4.01 To provide requisite Plant and Machinery for commencing production of the requisite quantity of sweets, bakery, namkeen & confectionery products.



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- 4.02 To provide Requisite Land and Building required for the Production of Sweets, Namkeen, Bakery & Confectionery etc.
 - 4.03 To arrange raw materials including milk and other ingredients required for production/ manufacturing of listed products as mutually agreed by the successful bidder and COMFED.
 - 4.04 To arrange all ingredients of the products, their primary and secondary materials, storage, dispatch, loading & unloading, transport, distribution, invoicing, collection of proceeds as agreed from time to time and or all allied work which are required for production, packing and marketing of listed products.
 - 4.05 The successful bidder may be allowed to manufacture sweets (gulabjamun, rasogulla, peda, soanpadi etc) which are being manufactured by union/unit of COMFED with improved packaging & shelf life however bidder has to follow the recipe of COMFED and allowed to market these products outside Bihar & Jharkhand State only.
 - 4.06 The successful bidder would be allowed to manufacture, package & market sweets, namkeen, confectionery & bakery items except bread section in different pack sizes with varied range of shelf life of products in all the product group mentioned in the tender as per the requirement.
 - 4.07 First priority would be given to union/unit of COMFED to market products manufactured by successful bidder in their own marketing network.
 - 4.08 To comply all the statutory requirements for production & Sale and all statutory liabilities.
 - 4.09 To provide all kinds of technical knowhow for the production of requisite products.
 - 4.10 To carry out proper quality checks as per agreed terms and conditions.
 - 4.11 To Hire of requisite staff and labor will be the responsibility of the bidder
 - 4.12 To get the approval of Artwork/ Design of Packing of Products from COMFED from time to time.
 - 4.13 To disclose initiation of commercialization of the Product at the earliest.
- “**Product**” should mean products, services, processes, technologies, materials, software or other innovations resulting from this tender, which would generate commercial income.



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- 4.14 To submit annual Net Sales Account duly verified and certified by Chartered Accountant for the corresponding financial year till full satisfaction of Royalty liability. The royalty amount should be paid by the successful bidder to COMFED on quarterly basis. **Sale ' for the purpose of Royalty Calculation shall mean Net Sale i.e., Gross Sale- GST/ other Statutory liabilities.** The bidder has to submit the Net Sale Amount – Domestic and Export Sale and Royalty Amount Calculation duly certified by the CA.

The bidder is required to furnish the details of taxable and non-taxable of Sudha Products along with the deposit of GST and other liabilities if any on quarterly basis.

- 4.15 All Sales, exports and marketing strategy other than COMFED's channel should be decided between COMFED and the successful bidder.
- 4.16 The Bidder can use COMFED's existing distribution network to sell and market sweets, bakery, namkeen & confectionery products with mutual consent in the areas where COMFED is not able to carry out sales operations because of logistic & other issues.
- 4.17 The bidder, if succeeded in getting the contract should be duty bound to replace the product on 100% basis on account of quality complaints/batch defects if detected at any stage of the life of the product supplied.
- 4.18 The successful bidder should be fully responsible for complying with rules and regulations of FSSAI, Department of Weights & Measures, BIS etc and any other statutory licenses as should be deemed required for manufacturing of Sweets, Bakery, Namkeen & confectionery items etc. Any violation of statutory provisions of various acts, rules, & instructions issued by the concerned department regarding manufacturing, labelling, packaging & sale of these products should be the sole responsibility of the successful bidder. The bidder should be solely responsible for any consequence/ legal liability arising out of the same.
- 4.19 The successful bidder should make available the delivery of the product on F.O.R basis including transit insurance to Stock Point / Depot/ Distributor/ Marketing Cell/ Unit/ Union's stock point /Super Distributor etc. of COMFED, Units and Milk Unions who so ever wish to sale these products in their marketing network. The successful bidder should extend second leg transportation to the distributors of COMFED's distribution network or sufficient provisioning in the pricing has to be done so that union/unit of COMFED could distribute these products in their marketing network.

In case the successful bidder develops its own marketing network in the marketing areas of COMFED & its Milk Union (including Bihar & Jharkhand), the successful bidder may arrange its own logistic arrangement for distribution of products & cost independently (exclusively not using



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the marketing network / channel of COMFED & Milk Union).

- 4.20 To make the regular payment of royalty on sale of products in the name of "Sudha" Brand as per agreed rate and terms and Conditions.
- 4.21 To enter into agreement with COMFED within 30 days of issuance of work order or Letter of Intent (LOI) and deposit the required security before execution of agreement.
- 4.22 To act as per the terms & conditions mentioned under General Terms & Conditions.

5.00 Rights & Responsibilities of COMFED

COMFED agrees to perform the following:

- 5.01 To provide the right to use the brand of "Sudha" to the successful bidder for manufacturing and sales and marketing of SUDHA sweets, namkeen, confectionery and bakery item except bread section and or items mutually agreed from time to time.
- 5.02 To provide right to successful bidder to manufacture SUDHA sweets, namkeen, confectionery and bakery item except bread section as agreed upon.
- 5.03 To provide right to successful bidder to sale through different Channels deem fit like Modern Trade/Distributor Channel/Online etc.
- 5.04 To provide right to successful bidder to sales in domestic as well as overseas market as mutually agreed upon.
- 5.05 To provide right to successful bidder for the sale of those products which are manufactured by union/unit of Federation to be sold at a market- domestic/ exports, where currently Federation is not presently accessible, in the capacity of merchant exporter.
- 5.06 COMFED has right to manufacture & market any type of product in the mentioned product group in tender document in any market anywhere in national & international market through its union/unit.
- 5.07 If the successful bidder is not able to generate requisite sale volume in any of the product group/products mentioned in the tender document, COMFED can appoint another firm for manufacturing & marketing of such product group/product.



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5.08 To act as per the provisions of General Terms & Conditions of the Tender.

6.0 General Terms & Conditions

- 6.01 All production should be strictly done as per the enclosed stock keeping unit. No additional item / SKU should be produced/marketed under brand SUDHA without the prior approval of COMFED. In case of milk products, the proposed product/stock keeping unit should meet all statutory requirements under FSSAI and in case milk based product proposed is of proprietary nature its prior approval from FSSAI & necessary amendment in the license be taken from FSSAI.
- 6.02 The Management reserves the right to accept / reject, any / all tenders, in part / full there of without assigning any reason whatsoever.
- 6.03 Offer should remain open for acceptance for 180 days from the date of opening the tender.
- 6.04 The raw material used for manufacturing of sweets, bakery, namkeen & confectionery products, including dairy & nondairy has to be procured by bidder.
- 6.05 The quality of goods as per the statutory requirements & timely execution of order will be the essence of the contract. There will be no compromise on this account. The art work, write up matter, declarations on packaging material should meet all statutory requirements as per FSSAI and should be got approved from COMFED.
- 6.06 The quality assurance representative as well as Store representative of COMFED should be posted at the work place of the successful bidder to oversee the entire operations.
- 6.07 The product should be manufactured, packed and dispatched to consignee end in India and overseas. For storage and dispatch purpose the successful bidder should set up a dedicated warehouse complying to all FSSAI requirements. All dispatches should be affected under the watch & ward of COMFED and or due information to COMFED as and when basis.
- 6.08 The packing material used for packing i.e. primary packing and secondary packing should be arranged by the successful bidder as per the approved design & specification etc. of COMFED . No purchase of either of the packing material, regarding designs & specifications without the prior approval/consent of COMFED should be made by the successful bidder under any circumstance
- 6.09 The successful bidder should not use the logo, trademark of COMFED for any other intent and purpose beyond the scope of agreement which both the parties should mutually agree upon. Any violation in the matter should lead to immediately termination of the contract.



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- 6.10 The successful bidder and COMFED should leverage each other's distribution network and should strive to increase the sale of SUDHA brand sweets, bakery, namkeen & confectionery products to its maximum potential. Rate of the product, trade margin, MRP and Print rate etc. of the products should be finalized by COMFED in mutual agreement with the successful bidder. Also the sales and marketing promotion plan shall be made and implemented by the successful bidder. The marketing plan should be shared with COMFED and shall not be in any case harmful to the interest of the organization (COMFED). The successful bidder would market the products manufactured by them in brand SUDHA as well as those products manufactured by union/unit of COMFED after approval from COMFED.
- 6.11 The successful bidder should make available the delivery of the product on F.O.R basis including transit insurance to Stock Point / Depot/ Distributor/ Marketing Cell/ Unit/ Union's stock point /Super Distributor etc. of COMFED, Units and Milk Unions who so ever wish to sale these products in their marketing network. The successful bidder should extend second leg transportation to the distributors of COMFED's distribution network or sufficient provisioning in the pricing has to be done so that union/unit of COMFED could distribute these products in their marketing network.
- In case the successful bidder develops its own marketing network in the marketing areas of COMFED & its Milk Union (including Bihar & Jharkhand), the successful bidder may arrange its own logistic arrangement for distribution of products & cost independently (exclusively not using the marketing network / channel of COMFED & Milk Union).
- 6.12 The successful bidder should be fully responsible for complying with rules and regulations of FSSAI, Department of Weights & Measures, BIS etc. and any other statutory licenses as should be deemed required for manufacturing of Sweets, Bakery, Namkeen & Confectionery products. Any violation of statutory provisions of various acts, rules, & instructions issued by the concerned departments regarding manufacturing, labelling, packaging & sale of these products should be the sole responsibility of the successful bidder. The bidder should be solely responsible for any consequence/ legal liability arising out of the same.
- 6.13 The successful bidder should ensure and maintain the right conditions for storage, transportation and distribution 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 including sufficient expiry period of the product will be the responsibility of the successful bidder.
- 6.14 The successful bidder should provide complete party wise, quantitative and financial details of sales made for sweets, bakery, namkeen & confectionery products by mentioning complete business details of the indenter to COMFED on ten days basis.



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- 6.15 The successful bidder should take due prior approval of COMFED for getting any product enrolled with any Govt, Semi Govt, PSU, CSD, CPC and any overseas business entity. In the same manner no tender under brand SUDHA should be participated without the written consent/approval of COMFED.
- 6.16 The Bidder should be required to quote the **royalty rate in percentage for first three years, Annual Guaranteed net sales for first three years (In Rupees), Annual Guaranteed royalty for first three years (In Rupees)** for both national and international markets, separately. In case the successful bidder fails to generate agreed minimum business guarantee in terms of royalty amount as decided by COMFED, the successful bidder have to pay annual agreed guaranteed royalty amount to COMFED for national market sales as well as well international market sales. The minimum assured sales for national & international market sales has to be quoted by bidder in financial bid. The bidder should pay guaranteed royalty amount during all three years or royalty on actual sale, whichever is higher.
- 6.17 The contract will remain initially valid for a period of **3 (three) years & four months** extendable **for another 3 years on yearly basis subject to satisfactory performances**, however the contract can be terminated earlier in case of any breach of contractual obligations, malafide / undesirable activity on the part of successful bidder and non-payment of royalty amount in time by giving 30 days prior notice. After execution of agreement the successful bidder would get maximum four months to launch SUDHA products as approved in the market. The guaranteed royalty payment shall start after the four months from the date of execution of agreement. However if the successful bidder would able to start operation within initial four months, the successful bidder would pay royalty on sale @ royalty percentage fixed for first year. The period of three years of initial agreement period would start after four months from the date of execution of agreement. After completion of initial agreement period, the agreement could be extended further for mutually agreed period of time & royalty for extension of agreement could be decided mutually between COMFED & the successful bidder based on sale performance of successful bidder in preceding agreement period.
- 6.18 If the bidder doesn't start the work or withdraws his offer or fails to comply with the terms and conditions as specified in the tender document, earnest money deposit and security amount may be forfeited in full.
- 6.19 Earnest money of the successful bidder should be retained as security of the contract and will be returned only after 45 days of successful / faithful execution / completion of the contract and receipt of No Objection Certificate from concerned. No interest should be paid on earnest money / security. The earnest money of unsuccessful bidders should be returned after completion of the tender assessment.



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- 6.20 The successful bidder should have to enter into agreement with COMFED. A template of agreement will be provided by COMFED.
- 6.21 The successful bidder and COMFED should leverage each other's sales and distribution network to promote the sale of SUDHA brand Sweets, Bakery, Namkeen & Confectionery items to the maximum extent. However, the reporting, salary /remuneration and the other benefits under the applicable law for the staff engaged in sales and marketing operations should rest with the appointing authorities.
- 6.22 The successful bidder should agree to comply with all statutory FSSAI, BIS, Weight & Measures and other related sales and distribution statutory provisions applicable in this business and other guidelines while disclosing the information regards **"Manufactured by, Manufactured for, Marketed for & Marketed by etc."** Any violation in this respect should be the sole responsibility of the successful bidder.
- 6.23 The successful bidder should not get the SUDHA trade mark registered in any other country, place in the world. The rights of trade mark, fonts and punch line will always rest with COMFED. The bidder should not enter in to any kind of liaison, sublet agreement regards trade mark and sole rights etc. with any party, without the approval of COMFED. Any violation in the matter should lead to immediately termination of the contract and legal punitive measures.
- 6.24 The successful bidder should not produce, manufacture, sell & market any other product or its stock keeping unit which should not be approved by COMFED. Any product or stock keeping unit which should be added in the list other than the approved list, should be got approved from COMFED in advance.
- 6.25 The successful bidder should agree to pass on all existing & thereon export related benefits for the consignments to be dispatched overseas, to COMFED from time to time.
- 6.26 The successful bidder should agree that all the distribution channels, which the bidder should appoint by institutional enrolment for its own sales and marketing network should be in the name and favor of successful bidder. Also all the bulk tenders from Army, CSD , Para military forces, MFS, PSU's and other big institutions should be done by in favor of successful bidder.
- 6.27 **CLEANLINESS AND HYGIENE:** Successful bidder should warrant that the items like poly film etc. are manufactured from 100% Virgin (Food Grade) Polyethylene granules only. It is therefore essential that the material conform to food grade standards and hygienic quality. The packaging material should meet the requirement of Plastic Waste Management Rules, 2016 as amended in 2018 of Ministry of Environment& Forests, Government of India. The bidder will get registered for the CPCB as products will sold pan India under these rules. Towards this, it is essential that



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- 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. It is therefore requested to ensure absolute cleanliness and hygiene to avoid any chances of contamination. The consequences of supplies not conforming to desired GMP be the sole responsibility of the bidder.
- 6.28 COMFED should be at liberty to get the material, raw ingredients as well as finished tested from any outside laboratory. In case material is found not as per laid down standard, the entire batch will be rejected. The testing charges will be borne by the suppliers.
- 6.29 The successful bidder would be liable for punitive actions such as suspension / debarment from tendering any offer if they fail to abide by any of the terms & conditions stipulated in the contract or on the following grounds.
- Untimely Supplies of indented quantity and quality.
 - Fails to execute an order / contract or fail to execute it satisfactorily.
 - If declared bankrupt/insolvent
 - If fails to produce the requisite documents / information during the course of inspection / Assessment at any stage.
- 6.30 The successful bidder should provide COMFED monthly consolidated Report of orders issued, delivery schedule and supplies made to all the parties (with full detail) to reach by 10th of the next month positively. (A template of all such reports will be provided by COMFED)
- 6.31 In the event of delay on the part of the successful bidder in delivering the goods, penalty clause should be enforced as per the amount of loss incurred due to delay.
- 6.32 Procurement of all type of raw material including dairy & non-dairy for production of Sweets, Bakery, Namkeen Confectionery items etc, it's planning & supply of finished goods according to our schedule will be the responsibility of the successful bidder. If the successful bidder has any genuine problem beyond his control for arranging the supplies as per the schedule, he will have to seek the extension in delivery schedule well in time failing which schedule, given in original, will be treated as final. Request for extension in delivery schedule, after supply, payments or expiry of schedule time will not be entertained.
- 6.33 Bank charges, if any of successful bidder's bankers should be to their account and of our banker to our account.
- 6.34 Acceptance, of highest tendered royalty rate will not be obligatory.
- 6.35 In case bidders found using various tactics in forming the cartelization / consortium / bid rigging in quoting the rates, their offers should straightway be rejected.



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- 6.36 Packing of Sweets, Bakery, Namkeen & Confectionery products etc, will mean filling in 100/200/400/800gm pack or any other size as mutually decided by COMFED and bidder.
- 6.37 The total hygiene, sanitation of plant, equipment and surroundings should have to be maintained by contractor as per norms of food hygiene as per Federation. Representatives of Federation are free to inspect the plant and suggest / take action according to the situation observed.
- 6.38 The successful bidder should ensure to manufacture good quality products as per statutory requirements/ provisions & rule of land/country.
- 6.39 Any material rejected by the COMFED representative at manufacturing site should not be sent in the market in any form & should immediately be replaced by the successful bidder. Also the goods having quality complaint from market place should be replaced by the party immediately, at its own cost. Rejected material and expired goods should be destroyed as per COMFED, Govt/FSSAI approved procedure for destroying such material.
- 6.40 It would be mandatory for the Bidder to print Batch/Code number, date of manufacturing and Best Before declarations etc. and any other mandatory packaging / labelling requirements laser jet coding on primary as well as secondary packing on each packet containing product. The packing should be unique with SUDHA holograms and full traceability from end to end i.e. each box or packing should have unique number which can be tracked, traced and accounted through latest accounting and tracking technology.
- 6.41 The right of printing COMFED's logo "SUDHA" design on packing material is owned by The Bihar State Milk Co-operative Federation Ltd and its' affiliated member SUDHA Dairies. If it is found that any manufacturer is occupied or instrumental in printing the COMFED's logo of SUDHA designs by any entity other than entity authorized by COMFED they will be heavily penalized depending on the depth of the grievance and will also be liable for legal action due to breach of terms and conditions. Copy of packaging material order
- 6.42 The successful bidder should not sublet the awarded contract partially or fully to any other Bidder, firm or associates of it.
- 6.43 COMFED could empanel more than one firm but initially work would be allotted to H1 bidder.
- 6.44 **Force Majeure:** The Successful bidder should 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 purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and



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freight embargoes.

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

6.45 **Indemnification:** Notwithstanding anything herein contained, the bidder shall indemnify and shall at all times keep indemnify the COMFED, its Board of Directors and officers from and/or against.

- (i) Any liability, loss, damages, costs, charges and expenses, which may be paid, incurred or suffered by COMFED, 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 bidder.
- (ii) All claims, demands, actions, suits and proceedings, of whatever nature, as made or instituted by a third party against COMFED 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, shall be indemnified by the bidder.
- (iii) The bidder shall indemnify and keep the company harmless all the times for damages/ losses incurred by COMFED for substandard quality/ deficiency in the products manufactured by bidder or any damage, loss incurred by the COMFED due to fault of bidder or its employees/agents/servants etc.
- (iv) COMFED shall not indemnify any liabilities arising on account of act of the successful bidder in production, storage, distribution, marketing, cash collection etc and it would be the responsibility of the Bidder to manage the entire affairs at their level.
- (v) If in future any liability arises due to changes in any taxes related to job works, the such liability shall be paid by COMFED.



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6.46 ARBITRATION

In the event of breach of contract or any dispute in the interpretation of the terms and conditions of this agreement or difference of opinion between the party or any point in this agreement arising out of or in connection with the agreement or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation.

In case no agreement is reached, either party may forthwith give to other, a notice in writing of the existence of such question, dispute or difference of opinion and same shall be referred to the adjudication of two arbitrator one to be nominated by the COMFED and other to be nominated by the bidder and both the arbitrator shall appoint a presiding arbitrator and he award passed by the arbitration tribunal shall be final and binding on the parties.

The provisions of the Arbitration and Conciliation Act of 1996 and the rules there under or any statutory modification or re-enactment thereof for the time being in force shall be governed during the proceeding.

6.47 LEGAL JURISDICTION

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

6.48 TRACEABILITY

Bidder should ensure at their manufacturing facility that appropriate coding of batch nos. 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.

6.49 AMENDMENTS

No modification/ amendment or waiver of the terms and conditions of the Tender document agreement shall be valid or binding unless made in writing and duly executed by the parties.

6.50 CONFIDENTIALITY

Each party shall keep secret and confidential and shall not command directly or indirectly disclose, divulge, communicate or reveal to any third party, any confidential information received by it from other party. The provision of this clause shall not apply to confidential information if the same :

(a) Is or comes with in the public domain through no act of the party; or



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- (b) Was in the possession of the party prior to its disclosure hereunder and such party can prove or
- (c) Is independently developed by the party and such party can prove; or
- (d) Is received by the party from another source without restriction on disclosure.

Accepted

Signature of authorized official of the Bidder



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Technical Bid Document (Annexure-1)

(To be filled up the Bidder and evidences should be enclosed to substantiate the details)

S.No	Particulars	To be filled up by the Bidder	Page ref
1	Name of the Bidder		
2	Legal status of the bidder (proprietorship/partnership/Pvt Ltd or Any other Status)		
3	Date of Incorporation or Change in Name Certificate. (Please enclose Incorporation Certificate) List of Board of Directors if the bidder is a private/ Public Ltd Company and or details of partners etc.(A separate list is to be appended)		
4	Type of Business being carried out in the name of Bidder (Please mention the present & past business details since inception. A separate sheet to be enclosed)		
6	List of Products presently being manufactured and sold by the bidder in own brand or in the brand of other Company (A separate sheet to be enclosed		
5	Name of Authorised Signatory, Designation & Contact Number of the Signatory.		
6	Office Address of the Bidder: Registered: Corporate:		



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7	Manufacturing Plant Address for sweets, Namkin, Bakery & Confectionery		
	(kindly specify the location if plants for are other than one location)		
8	Plant Infrastructure Capacity listing the product wise capacity, Capacity being presently in use and Spare Capacity. (A separate list is to be added along with major plant & machinery as annexure 5)		
9	Demand Draft Number & date for Cost of Tender for Rs.5000/- (keep in small envelope along with Technical Bid)		
10	Demand Draft Number & date towards Cost EMD for Rs.500,000/- (Keep in small envelope along with technical bid)		
11	Permanent Account Number of the Bidder (photo copy of the PAN of the bidder to be enclosed and marked at Page)		
12	GST Registration Number of the Bidder (Photo Copy of GST Certificate is to be enclosed and should be page numbered)		
13	The bidder should have Minimum Average Turnover of Rs. 25 Cr. for three preceding financial years from manufacturing & sale of sweets/bakery/ namkeen/confectionery items. A copy of signed Profit & Loss Account and the Balance Sheet of the Bidder is to be attached)	2018-19	
		2019-20	
		2020-21	



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14	Average Export Turnover from sweets /namkeen/ bakery/ confectionery item for three preceding financial years should not be less than 2Cr (A CA certificate is required to be attached)	2018-19	
		2019-20	
		2020-21	
15	Number of years of experience of doing Job work for manufacturing of sweets /namkeen / bakery/confectionery with an any organization of repute/State Coop Milk Federation. PI provide work order copies.		
16	Number of job work experience specific with State Milk Coop Federations for production of sweets/ bakery/ namkeen/ confectionery item. (Mention number of such experience and attach copies of work orders for job work done for State Milk co-operative Federation)		
17	Total guaranteed average net sales (national + international) for first three years, the bidder would provide to COMFED. The exact amount of net sales has to filled in Financial bid,	Less than 05 crore	Only encircle the range.
		05-10 crore	
		More than 10	
18	Self-undertaking in respect of Non- Black Listing of the Bidder		
19	FSSAI License with Validity		
20	Factory License No & Validity		
21	NOC from Pollution Control Board		
22	Weight & Measure Registration		
23	A write up on proposed Production and Marketing Plan of the Bidder.		

Signed by the Authorized Person of the Bidder



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Annexure-2- Financial Bid

(To be filled up by the Bidder and Financial Bid is to be submitted separate sealed envelope superscribing as " Financial Bid")

The bidders are required to quote royalty in percentage basis on annual net sales excluding GST & other applicable levies for national sales as well as for international sales.

SL	Year wise	Annual Guarantee of Sales in India (in Rs).	Royalty on Sales in India (in % of Guaranteed Sales)	Royalty amount in Rs on sales in India (A)	Annual Guarantee of Export Sales (equ to Rs.)	Royalty on Export Sale(in % of Guaranteed Sales)	Royalty amount in Rs on export sales (B)
1	Year 1						
2	Year 2						
3	Year 3						
4	Total						

Total guaranteed royalty is the sum of three years royalty in Rs term including national as well as export sales.

5.02 Calculation of Net score for deciding H1 (Highest) through QCBS method:

Net score = $\{(\text{technical score of bidder} * 70) / \text{technical score of a bidder getting highest technical score} \} + \{ (\text{Total guaranteed royalty for three years (In Rupees) including national \& export market (A+B)*30} / \text{Total guaranteed royalty for three year (In Rupees) including national \& export market of a bidder quoting highest quote} \} .$

Note 1 :- 70% weightage would be given to technical while 30% to financial score.



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Note 2 :- The royalty rate to be quoted should be exclusive of GST i.e. GST & all other taxes if any should be charged extra by COMFED from the successful bidder.

Note 3:- The bidder has to fill Annual Guaranteed net sales, Guaranteed Royalty % & Annual Guaranteed Royalty (In Rupees) for all three year.

Note 4: -The successful bidder during three year of agreement period has to pay quoted royalty percentage on minimum assured sales as quoted in financial bid document per annum or on actual sales, whichever is higher on quarterly basis for each year.

Note 5 :-Annual guaranteed sale for next three years would be decided mutually by successful bidder & COMFED based on sale performance of first three years.

Note 6 :-Bidder getting highest score through QCBS process would be termed as H1 bidder & would be awarded the work.

Seal & Signature of the applicant



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Annexure -3- Product List

(The list of Products which shall be manufactured, packed and to be sold by the bidder in the brand name of "Sudha")

The proposed list of products which would be offered to the bidder for manufacturing and sales in National and International Market are illustrated as below :-

- (A) Sweets Category: Besan Ladoo, Kaju Burfi, Rasmalai, Gujia, Petha, Patisa etc
- (B) All type of Namkeens & RTE (Ready to eat) food items.
- (C) All type of bakery items except bread section
- (D) All type of Confectionery items

The product category/product can be added or deleted subject to mutual consent of the both the parties.

Note: The successful bidder could launch any product only after proper written approval of COMFED.



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Annexure-4-Acceptance Letter (To be signed on letter head)

The Managing Director,
Bihar State Milk Co-operative Federation Ltd
PO- B.V College,
Patna-800014, Bihar

Sub: Acceptance of Terms & Conditions of Tender.

Ref: Tender Notice No- dated .. for hiring a firm for manufacturing, packaging & marketing of SUDHA brand sweets, namkeen & bakery products in National & International Market

Dear Sir/ Madam

01. I/ We have downloaded / obtained the tender documents (for the above mentioned "Tender / Work/ Item" from the website namely: www.sudha.coop as per your advertisement, given in the above mentioned website(s).
02. 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 the item(s), etc. which form part of the contract agreement and I / We should abide hereby the terms / conditions / clauses contained therein.
03. Further to certify that the corrigendum(s) issued from time to time by your department / organization too will be taken into consideration, while submitting this acceptance letter.
04. I / We hereby unconditionally agree & accept the tender conditions of above-mentioned tender document(s) corrigendum(s) in its totality.
05. In case any provisions of this tender are found violated or breached then your department / organization should without prejudice to any other legal right or remedy be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit EMD absolutely.

Yours Faithfully,

(Signature of the Bidder, With Official Seal)



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Annexure-5- List of Manufacturing Facilities.

(To be signed on letter head)

- (i) The bidder would list down all the all the product manufacturing capability & list down detail of plant infrastructure available in the plant which will be subsequently inspected by COMFED officials.
- (ii) The bidder should have plant capacity of 10 MT production per day which would be verified by visiting team of COMFED.

Signed by the Authorized Bidder



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Self-undertaking on non-black listing of the bidder- Annexure-6

(To be issued by the Bidder on letter head)

To
The Managing Director
COMFED, Patna

Sub: Declaration and undertaking for any Non-Black listing

Dear Sir,

This is to inform you that our Firm/Company/Organization intends to submit a proposal in response to your tender notice no. dated... for manufacturing of Products, packing, marketing of Sudha Brand Products in Domestic and Abroad market.

In accordance with the above we declare that:

- (a) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of the prudent services as required under this tender assignment/document.
- (b) We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Statutory/Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities which I solemnly confirm.

Sincerely yours

Authorized Signatory of the Bidder