

THE PUNJAB STATE COOPERATIVE MILK PRODUCER'S FEDERATION LIMITED
S.C.O. NO. 153-155, SECTOR 34 A, CHANDIGARH

TENDER NOTICE

Sr. No.	Name of the Item	Consignee/ Place of Tender Opening	E.M.D.(Rs.)	Upload date of Manual Tenders form on Verka Website (www.verka.coop)	Last Date for Receiving Manual Tender Form	Date & Time for Opening of the Manual Tender Form
1	Hiring the service of Professional agency for registration of trademark in Canada & USA in class 29	Managing Director, Verka Head Office, SCO 153-155, Sector 34-A, Chandigarh	10,000/-	17/06/2024	08/07/2024 At Milkfed HO S.C.O. 153-155, Sector-34 A, Chandigarh-160022	10/07/2024 At 11:00AM

(ENVELOPE – 1)

MANUAL TENDER OFFER

From

M/s.-----
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-----.

Telephone No.-----
Office-----
Residence-----
Fax: -----

The Managing Director,
The Punjab State Cooperative Milk Producers' Federation Limited (Milkfed Punjab),
SCO 153-155, Sector 34A, Chandigarh
PIN 160022

**SUBJECT: - TENDER DOCUMENT FOR HIRING THE SERVICE OF
PROFESSIONAL AGENCY FOR REGISTRATION OF TRADEMARK IN CANADA &
USA IN CLASS 29 ON BEHALF OF THE PUNJAB STATE COOPERATIVE MILK
PRODUCERS FEDERATION LIMITED (HEREINAFTER MAY BE REFERRED AS
MILKFED PUNJAB)**

Dear Sir,

In response to your Notice No._____ dated _____ I/ We hereby
submit consent and offer our bid for providing legal services relating to Trademark
registration in Canada & USA on behalf of Milkfed Punjab.

I/We further submit that work shall be strictly carried out as per Milkfed's terms and
conditions mentioned in the NIT documents or any subsequent corrigendum/addendum
issued on the subject matter on www.verka.coop.

Yours faithfully,

(Signature of the authorized signatory of the party duly stamped)

Address:
Mobile No:

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

(ENVELOPE – 1)

TECHNICAL BID PERFORMA

**PERFORMA FOR TECHNICAL BID FOR HIRING THE SERVICES OF
PROFESSIONAL AGENCY FOR REGISTRATION OF TRADEMARK IN CANADA &
USA IN CLASS 29 ON BEHALF OF THE PUNJAB STATE COOPERATIVE MILK
PRODUCERS FEDERATION LIMITED (HEREINAFTER MAY BE REFERRED AS
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Name of the Firm/Agency		
Address of the Firm/Agency		
Contact Details (Email & Mobile No.)		
S.No.	Particulars	Status (Yes/No and other details if any)
1	Earnest money of Rs.10,000/- (Rupees Ten Thousand Only) deposited. The bidder should enclose a DEMAND DRAFT amounting to Rs.10,000/- (Rupees Thirty Thousand Only) in the favor of The Punjab State Cooperative Milk Producers Federation Limited, Chandigarh payable at Chandigarh. (Original Draft Enclosed)	
2	Whether registered firm or partnership attach copy of proof, and if a Company, then attach copy of Memorandum & Articles of Association as Proof. Along with total number of employees in the establishment.	
3	PAN number may be mentioned, Attach copy of the same also.	

4	GST number may be mentioned, Attach copy of the same. (if applicable)	
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 said order. If No, then attach the affidavit.	
6	Registered with BAR COUNCIL OF INDIA. (Yes/No) Attach Certificate	
7	Experience of atleast five (05) years in handling the trademark related matters. (Attach ANY ONE work proof related to trademark matters prior to 01/04/2019)	
8	Experience of handling atleast 10 Nos. of international trademark related matters in the past five (05) years. (Attach work proof of atleast 10 Nos. for international trademark related work carried out after 31/03/2019)	
9	Experience of handling trademark related work of atleast five (05) different organizations in last five (05) years. (Attach work proof of atleast 05 organizations' trademark related matters carried out after 31/03/2019)	

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

GUIDELINES FOR SUBMISSION OF FINANCIAL BID

- 1) The professional fees have to be quoted in INR only. Bids submitted in any other currency will be rejected.
- 2) Government fees/ statutory fees will be in addition to the professional fees. If feasible, the government fees / statutory fees can be directly remitted by The Punjab State Cooperative Milk Producers' Federation Limited, Chandigarh to the account of the respective statutory-body / government body, other-wise the same will be paid by the successful bidder initially and the same will be reimbursed to the successful bidder by The Punjab State Cooperative Milk Producers' Federation Limited, Chandigarh on submission of bill which has to be supported with actual receipt or notification
- 3) New Trademark application will include:
 - a) Filling Trademark application
 - b) Examination
 - c) Publication
 - d) Registration certificate
 - e) Any other ancillary process or any other process not mentioned above for successful registration of trademark.
- 4) The new trademark application will be considered complete only when documentary proof of successful trademark registration will be submitted by the successful bidder or after the documentary proof of the verdict (positive or negative) of the primary statutory body of the respective country will be submitted by the successful bidder. The final jurisdiction in deciding whether the process has been completed or not will lie with Managing Director, Milkfed Punjab.
- 5) The professional fees will be released only after the completion of work. No step-wise payment will be released.
- 6) If the advertisement of the trademark/publication of the trademark is required by the statutory authority of the concerned country, the process will be facilitated by the successful bidder and the fees for the advertisement of the trademark will be borne by successful bidder and it would be part of the professional fees only.

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

(ENVELOPE – 2)

FINANCIAL BID PERFORMA

**PERFORMA FOR FINANCIAL BID FOR FOR HIRING THE SERVICES OF
PROFESSIONAL AGENCY FOR REGISTRATION OF TRADEMARK IN CANADA &
USA IN CLASS 29 ON BEHALF OF THE PUNJAB STATE COOPERATIVE MILK
PRODUCERS FEDERATION LIMITED (HEREINAFTER MAY BE REFERRED AS
MILKFED PUNJAB)**

S.No	Particulars	Country	Professional Fees (Rs.) (Without Taxes)	Applicable Taxes (%)
1	New Trademark application i.e. "MILKFED PUNJAB"	CANADA		
2	New Trademark application i.e. "MILKFED PUNJAB"	USA		

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

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

NOTICE INVITING TENDER INSTRUCTIONS

1. **The tender should be submitted in two bids i.e. Technical Bid and Financial Bid. The tender by each bidder should be submitted in two envelopes. The detail of each envelope has been mentioned on the top of each document and at the end of whole tender document as per the detail mentioned in the NIT. These Bids will be opened in the presence of interested parties/ their representatives, who may like to be present at that time.**
2. In case the tender opening date is declared as holiday, tenders shall be received and opened on the next working day at the same time specified above for which no further intimation will be conveyed.
3. **Earnest money amounting to Rs. 10,000/- (Rupees Ten Thousand only) is to be deposited only through DEMAND DRAFT in the favor of The Punjab State Cooperative Milk Producers Federation Limited, Chandigarh. The demand draft in original should be enclosed with the TECHNICAL BID i.e. Envelope – 1.**
4. In case of a successful tender, the whole amount of earnest money i.e. Rs. 10,000/- (Rupees Ten Thousand) shall be converted into Security and shall be returned only after the successful completion of the contract. However, earnest money of the unsuccessful tenderer shall be returned after finalizing the contract.
5. Only “VALID” tender shall be considered whose technical bid is found to be satisfactory and in order in all respect. Financial bids of only technically eligible bidders will be opened, and financial bids of technically ineligible bidders will not be opened.
6. Conditional tender will be rejected outrightly.
7. Offers should be strictly according to the terms & conditions of our NIT, failing which the same shall not be considered.
8. The Tender will be finalized on TWO BIDS SYSTEM BASIS.
9. Managing Director, Milkfed reserves the right to accept/ reject any/ all tenders without assigning any reasons thereof, whatsoever.
10. The tender offer should be sent in the form of sealed quotations, only by post, addressed to General Manager (Mktg) at S.C.O. No. 153-155, Sector-34A, Chandigarh-160022

In case of any clarification, kindly contact Mr. Rajiv Bajaj or Mr. Alok Bhatia at rajivbajaj@verka.coop, alokbhatia@verka.coop, 01725041809 & 01725041826.

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

OTHER GENERAL TERMS & CONDITIONS

1. The Tender is invited for engaging the services of professional agency (successful bidder) for providing legal services (as mentioned against each job in the financial bid) relating to trademark matters to Milkfed, and it may not be taken as employment.
2. The successful bidder should have the capability to deal in all the registered languages in Indian Constitution and as per the language requirement of the job awarded.
3. 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.
4. If felt necessary, the Managing Director may review the financial status as well as available infrastructure of the bidders and reserves the right to reject/accept the offer.
5. The successful bidder will arrange for sufficient number of advocates as per the requirement well in time.
6. In case, any complaint is received from anyone, against the successful bidder on account of any misbehavior by the staff, misuse of trademark, pilferage of any commercial information or complaint of similar nature, Milkfed Punjab may impose appropriate penalty and direct the successful bidder to take corrective steps. If the lapses of the above nature are repeated frequently, the agreement can also be terminated by forfeiting the pending bill payments and the entire security amount.
7. The workforce engaged by the successful bidder holder will be his/her own liability for all intents and purposes. They will have nothing to do with Milkfed Punjab. Such workforce or services will not have any employer-employee relationship (not even remotely) or connection with Milkfed Punjab for any purpose whatsoever.
8. The successful bidder will also be liable for due the observation and implementation of all the statutory conditions or requirements of labour laws/ other laws as applicable to his/her workforce from time to time.

9. The successful bidder 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 Punjab indemnified against all liabilities towards his/her workforce, which are to be discharged by him from time to time.
10. The successful bidder shall not misuse the logo of Milkfed or Verka in any form. Such an act if proved will be viewed very seriously and can result in the cancellation of the agreement by forfeiting the pending bill payment and the entire security amount.
11. That apart from the jobs mentioned in the tender document of this agreement, Milkfed Punjab can direct the successful bidder to carry out legal jobs on the same terms & conditions as per actual requirement at that time.
12. In case of any change in the market policy, at any stage, or change of requirement of Milkfed Punjab within the contracted period, contract shall be liable to discontinuance with 15 days' notice.
13. Management of Milkfed Punjab reserves the right to make any addition/deletion or change in any term and condition with or without any notice.
14. The successful bidder holder will have to become a Nominal Member of the Milkfed and for this; he/she will deposit a sum of Rs.1000/- as non-returnable membership fee.
15. In case of same nature of job, the successful bidder can be asked to carry out the same kind of work on the same rates, terms and conditions.
16. Further, corrigendum if any, issued on the above advertisement, will be published only on the MILKFED PUNJAB website i.e. www.verka.coop.
17. The successful bidder holder 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 Punjab against any liability that may be imposed by law or by the Government for the 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 Punjab under any provision of law/ regulation, the successful bidder will reimburse the same to the Milkfed Punjab; else the amount shall be deducted out of his/her bills, security and other dues, if any, or through the due process of law.

18. Corrupt and Fraudulent Practices

- For the purpose of this Bidding Process:
 - (1) **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public or other official in a procurement process or in contract execution directly or indirectly through a third party; and
 - (2) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Company or its Affiliates, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish prices or terms at artificial and non-competitive levels and to deprive Company or its Affiliates the benefits of free and open competition.
- Bidders supplying false or misleading information shall be disqualified from any further participation in the Bidding Process.
- Milkfed Punjab requires Bidders observe the highest standards of ethics during the Bidding Process, including when a Bidder is selected as a Successful Bidder.
- Milkfed Punjab shall reject a Bidder selected as the Successful Bidder if it determines that such Bidder has engaged in corrupt or fraudulent practices in competing for the tender; and/or shall declare a person, firm or company ineligible, either indefinitely or for a stated period of time, to engage with the Company and its Affiliates, or to be awarded a contract of the Company and its Affiliates, if it at any time determines that the person, firm or company has engaged in corrupt or fraudulent practices in its engagements or in competing for, or in executing, any contract.
- Any Bidder, other than through the Authorised Representative, found to be canvassing or have canvassed any of the Company or its employee, contractor, consultant or anyone who has a direct working relationship with the Company, regarding the tender may be excluded from further consideration.

19. Force Majeure :- If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, acts of God (hereinafter referred to as "events"), neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist. The decision of Milkfed Punjab as to whether the performance

or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, the Milkfed Punjab may at its option, terminate the contract without any obligation to compensate.

20. Termination by Convenience. The Contract can be terminated by the Milkfed Punjab in whole or in part at any time, in the larger interest of the Milkfed Punjab. If the Contract is terminated before performance is completed, the successful bidder will be paid only for that work which has been satisfactorily performed for which costs can be substantiated. Managing Director, Milkfed Punjab will reserve the right to adopt any method deem fit to ascertain the work that has been successfully completed by the successful bidder. All work in progress will become the property of the Milkfed Punjab and will be handed over promptly by the successful bidder.

21. Arbitration: In the event of any difference or dispute having arisen out of any contract or agreement at Milkfed level/union level the same shall be referred to The Registrar Cooperative Societies, Punjab to decide the dispute himself or transfer it for disposal to any officer not below rank of Deputy Registrar, Cooperative Societies, Punjab for dispute resolution by the arbitrator. The provisions of the Punjab Cooperative Societies Act, 1961 and rules 1963, as amended up to date shall apply to arbitration proceedings which shall be held in the office of designated arbitrator.

22. Jurisdiction: The jurisdiction of the courts in case of any further legal dispute post arbitration will be the courts at Chandigarh U.T. only.

Read Agreed and Accepted the above terms & conditions.

**Signature of the Tenderer
Address & Phone/ Mobile no.**

**Managing Director
Milkfed, Chandigarh**