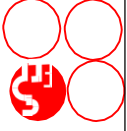


**BHOPAL SAHAKARI
DUGDH SANGHMARYADIT
HABIBGANJ,
BHOPAL 462024**



**RATE CONTRACT FOR PROCUREMENT OF
BATTERIES FOR VEHICLES ON BUY-BACK
SCHEME**

CHIEF EXECUTIVE OFFICER
BHOPAL SAHAKARI DUGDH SANGH
MARYADITHABIBGANJ, BHOPAL 462024



BHOPAL SAHAKARI DUGDH SANGH
MARYADITHABIBGANJ, BHOPAL 462024
AN ISO 9001 : 2015 Certified Organization
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Ref No: 1380

Dated: 07.02.2023

NOTICE INVITING E-TENDER (SHORT TERM)

Online Tenders are invited for rate contract for procurement of batteries for vehicles on buy-back scheme at Bhopal Sahakari Dugdh Sangh from reputed manufacturer/distributor/dealer/suppliers. The tender documents containing the terms and conditions can be purchased online & downloaded through following website <http://www.mptenders.gov.in> from 07.02.2023 onwards. The tender will be opened in the office of the undersigned as mentioned in tender time schedule (key date). The detailed Tender Form can be seen (only for reference) at our HO website: www.sanchibhopal.com. Any changes in tender documents will be notified on above website only and not at any other sources/platforms, hence bidders are requested to visit the site regularly. The Chief Executive Officer Bhopal Sahakari Dugdh Sangh Maryadit has all the right to accept or reject any or all bids.

Name of item	EMD (Rs)	Tender Fee (Rs)	Bid submission due date & time	Technical Bid opening Date & time
Rate contract for procurement of batteries for vehicles on buy-back scheme	10,000/-	500/- (GST Extra)	14.02.2023 03:00 PM	15.02.2023 03:00 PM

CHIEF EXECUTIVE OFFICER

**BHOPAL SAHAKARI DUGDH
SANGH MARYADITHABIBGANJ,
BHOPAL 462024**
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TENDER DOCUMENT

Schedule I	:	General Terms & Conditions.
Schedule II	:	Technical Specifications
Schedule III	:	Form A (To be downloaded filled manually & Scanned copy uploaded online.)
Schedule IV	:	Price Bid
Tender Cost	:	Rs. 500/- (GST Extra, non- refundable)
Place of opening of Tender	:	Meeting Hall of The Bhopal Sahakari Dugdh Sangh Maryadit Habibganj Bhopal
Address for Communication	:	The CEO, Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal 462024

SCHEDULE - I

General Terms & Conditions for Tender Submission & Supply

Bhopal Sahakari Dugdha Sangh Mydt, Bhopal (BSDSM), an ISO certified cooperative organization, invites online tenders from bonafide manufacturers and/ or their authorized dealers or other suppliers for Rate contract for procurement of batteries for vehicles on buy-back scheme strictly in adherence to the detailed specifications given in the schedule II of the tender documents.

Bhopal Sahakari Dugdha Sangh Mydt., Bhopal reserves the right to accept or reject any or all tenders, which in their opinion justify such actions, without further explanation to the tenderers.

1. DECLARATION :

The submission of a tender by a tenderer implies that he/she has read the notice and conditions of the tender and the terms and conditions of contract and has made himself/herself aware of scope and specifications of the supplies to be made and the destination where the supplies have to be made and satisfied himself/herself regarding the quality and specifications of the articles.

2. TENDER SUBMISSION:

- 2.1 Tenders received by e-mail will not be considered. However, amendments by e-mail to a tender sent will be considered, provided the same are received before the opening of the tender and confirmed by post.
- 2.2 The tenderer(s) should clearly state in their offer the address, telephone, fax, e-mail, PAN and GST Numbers. Any change in the address should immediately be communicated to the Chief Executive Officer, Bhopal Sahakari Dugdha Sangh Mydt, Bhopal and correspondence thereafter will be made at the changed address.
- 2.3 Negligence on the part of tenderer in filling the tender form offers him/her no right to withdraw the tender after it has been opened.
- 2.4 The acceptance of the tender and award of the purchase order will be the sole right of the Chief Executive Officer, Bhopal Sah. Dugdha Sangh Mydt. who does not bind himself to accept a tender in whole or in part or reject any or all the tenders received without assigning any reasons and no explanation can be demanded of the cause of rejection of the tender by any tenderer.
- 2.5 The Chief Executive Officer, BSDSM reserves the right to place order for whole requirement with any tenderer or split the orders among one or more tenderers or not to purchase at all any item even after rate approval.
- 2.6 The tenderers should submit the rates online only. The conditional tenders are liable to be rejected.
- 2.7 No person or firm is permitted to submit more than one tender under different names.
- 2.8 The tenderer shall not sublet the contract or assign to any other party or parties, the whole or any portion of the contract without prior written permission of Chief Executive Officer, BSDSM.
- 2.9 OEM will be given preference. Copy of license is to be attached with tender for

- each item filled in, authorized distributor with the item will have to attach copy of authorization certificate of the manufacturer.
- 2.10 Tenderer shall fill all the details of the unit in the enclosed form- A in schedule-III. (To be uploaded –mandatory.)

Bid Validity

Bid shall be valid for a period of 90 days from the date of opening.

Documents composing the Bid

Technical bid: (To be uploaded online mandatory)

1. Form A filled with copy of PAN, GST.
2. In case of authorized dealer/channel partner of OEM, bidder has to submit authorization certificate along with form A and PAN, GST
3. In case of supplier bidder has to submit firm registration certificate, experience of supply of batteries to any government/semi government/private institution (Attach purchase order), ITR of last 2 year along with form A and PAN, GST
4. Online EMD transaction acknowledgement or EMD exemption certificate (if applicable see **Sr.No. 3.2**)

Commercial/Financial Bid

- Commercial/Financial Bid form online (submit online in excel format only)

Bid price

- Price indicated on the price schedule shall be inclusive of pkg/frdg, freight. GST (to beshown extra)
- Evaluation Method– Total value wise evaluation.

Note:- When submitting EMD online please note that you pay only the EMD of particular item you would like to offer the rate. By choosing “Yes” option (in mptenders.gov.in portal) so as to enable you for EMD exemption.

3. Earnest Money Deposit (Rs.10000/-)

- 3.1 EMD should be submitted online only and attach copy of proof for payment of EMD in technicalbid.
- 3.2 MSME industries of The Madhya Pradesh State will be exempted from payment of the EMD of the tender. (MSME Certificate to be uploaded online mandatory)
- 3.3 Any tender which is not accompanied by Earnest Money deposit are liable to be rejected. Earnest money deposit of unsuccessful tenderers will be returned within 90 days from the date of opening of the tender. The earnest money deposit of the successful tenderers will be released on completion of supply/work as the case may be within the stipulated period.
- 3.4 No interest will be paid on the earnest money for the period during which (the EMD) lies in deposit with Bhopal Sahakari Dugdha Sangh.Maryadit.

EMD may be forfeited:

- If successful Bidder/supplier fails/denies to perform work.
- If any bidder/supplier withdraw its bid during the bid validity period.

4. PRICES:

- 4.1 Prices offered by the tenderers should be firm and free from all escalations and shall be valid at least for a period of 12 months from the date of approval of rates. BSDS will have the right to extend the validity of the tender approval by 6 months. We would communicate our rate approval within 60 days of opening of tender.
- 4.2 The tenderer should quote rate on FOR dairy plant Bhopal basis (GST shall be extra)
- 4.3 If need be, negotiations will be done for prices and as well as terms & conditions of material supply as per CVC guidelines only with the party which offers the lowest rate.
- 4.4 The prices charged for the material supplies under the contract by the supplier firm in no event shall exceed the lowest price at which the supplier firm sells the material of identical tender description to any other persons/ firms during the period and until the execution of all supply orders placed during contract period.
- 4.5 The lowest rate shall not be the only criteria for approving the tender.

5. MODE OF DESPATCH:

- 5.1 The material to be supplied by successful firm shall be dispatched to the dairy under prior intimation. Depending upon the type of material, the supplier shall have to carry out proper packing/crating to avoid damage during transit.
- 5.2 Wharfage/Demurrage etc. on account of incorrect or delayed dispatch of material/documents shall be the responsibility of supplier and shall be recovered from the bills.
- 5.3 Delivery Period is 30 days from date of Purchase Order.

6. LIQUIDATED DAMAGES:

- 6.1 Delivery date are fixed for supply of material they shall be strictly adhered too. In case they are not followed, or in case of delay in execution or non-execution of the order, the Dugdha Sangh reserves the right either to cancel the order and make alternative purchases from other sources, at the risk and cost & expenses of the defaulting supplier. In case the supplies are not affected as per the schedules, the liquidated damages may be charged on the goods not so delivered as under:-

Sl.No.	Duration of delay	Liquidated Damages
1.	Upto 15 days	1% cost of the unit.
2.	Between 16 to 30 days	2% cost of the unit
3.	Beyond 30 days	Upto 5% cost of the unit.

- 6.2 If the tenderer fails to make supply as per purchase order without any valid reason, the order would be treated as cancelled and the firm may be blacklisted for future dealings and EMD also would be forfeited by the management.
- 6.3 If the qualified tenderer fails to make supply the materials as per specification/material quality/printing as per BSDS's approved specification, then the entire requirement shall be fulfilled through the other bidders and if the other bidders didn't agree to supply the

material on L-1 approved rates the difference amount would be charged from deposited EMD or their pending bills of L-1 bidders.

7. INSURANCE:

Insurance is to be arranged by the tenderer.

8. INSPECTION:

All the supplies are subject to inspection at our plant before acceptance. If goods are rejected due to defective or wrong supply, the report of our authorized official in this respect shall be FINAL and no correspondence on the subject would be entertained. The rejected goods should be removed from our premises by the tenderer within 15 days after receipt of our inspection report failing which the same shall be returned to the supplier at their risk and expenses or disposed off in Auction and the proceeds, if any, less expenses would be credited to tenderer's account.

9. PAYMENT:

9.1 Bills in triplicate shall be submitted along with a copy of P.O.

9.2 Our normal terms of payment are full payment after receipt, inspection and acceptance of materials in our stores within a period of about 30 days after receipt. Such payments shall be made through RTGS.

10. TERMINATION OF CONTRACT:

If any act of commission or omission of a unit under contract brings Bhopal Sah. Dugdha Sangh Mydt. to dispute, then Bhopal Sahakari Dugdha Sangh Mydt. shall be competent to debar/blacklist the unit from further business.

11. SIGNING OF AGREEMENT:

11.1 The successful tenderer will have to execute an agreement in the prescribed format on a non-judicial stamp paper of Rs.1000 /- value within 7 days after receipt of rate approval order.

11.2 The expenses of the agreement shall be born by tenderer.

11.3 The period of agreement shall be one year from the date of rate approval order (the supplier will have to bind himself to work till three month after the expiry of contract period) which can further be extended in full or part for another period of three months subject to satisfactory services provided by the tenderer throughout the contracted period.

12. CONSEQUENCES OF BREACH OF AGREEMENT:

If any firm under the contract commits breach of any of the conditions, it shall be lawful for the Chief Executive Officer, Bhopal Sahakari Dugdha Sangh Mydt. to cancel the contract and to purchase material from any other alternate sources on the

risk and cost of the defaulting unit.

13. FORCE MAJEURE:

13.1 Failure or delay in the part of bidder for supply due to force majeure causes enumerated here under shall be considered, provided the supplier produces documentary evidence.

- i. Any cause which is beyond the reasonable control of the bidder.
- ii. Natural phenomena, such as floods, drought, earthquakes and epidemics.
- iii. Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restrictions.
- iv. Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening etc.
- v. Strikes, slow down and lockouts.

13.2 The cause of force majeure condition will be taken into consideration only if the supplier notifies within 30 days from the occurrence of such eventualities. The purchaser shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the time.

14. DISPUTE ARBITRATION & FINAL AUTHORITY:

- 14.1 It should be clearly understood that in the event of a successful tenderer failing to accept and execute the supply order, then decision of the Chief Executive Officer, Bhopal Dugdha Sangh Mydt., in this respect will be final and binding on the successful tenderer.
- 14.2 In any case of dispute between material/services supplier and Bhopal Dugdha Sangh Mydt matter will be present to MD, MPCDF for resolution.
- 14.3 All disputes between tenderers and BSDS matter will be put to MD, MPCDF for resolution. In case no resolution action will be taken as per Arbitration Act 1996.
- 14.4 For all disputes, the venue for legal course shall be at Bhopal.
- 14.5 If the tender opening date become any govt. holiday then the next day may considered for tender opening.

SCHEDULE –II

TECHNICAL SPECIFICATION

S.N.	Item Description	Rating	Make/Model
1	Maintenance Free Battery	12 V, 180AH	Exide/Amron/Amco/other
2	Maintenance Free Battery	12V, 150AH	Exide/Amron/Amco/other
3	Maintenance Free Battery	12V, 100AH	Exide/Amron/Amco/other
4	Maintenance Free Battery	12V,80 AH	Exide/Amron/Amco/other
5	Maintenance Free Battery	12V,65 AH	Exide/Amron/Amco/other

- Batteries must have 36 month (18 month free replacement and 18 month pro-rata) warranty
- Old batteries are exide/amron make.

Pro-rata Table

S.N.	Month	Discount to be provided after free replacement warranty is over
1	19-21	50 % on MRP
2	22-24	45% on MRP
3	25-27	35% on MRP
4	28-30	25% on MRP
5	31-33	20% on MRP
6	34-36	15% on MRP



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SCHEDULE – III

**Form – A
(To be uploaded -mandatory)**

Chief Executive Officer
BSDSM, Bhopal

Date:

Dear Sir,

I/We hereby furnish below some particulars about our company/unit which will form a part of our offer submission:

1. Name of the Co./Unit : _____
2. Address of the Co./Unit : _____

3. Telephone Nos.(with STD Code): _____
FAX No. : _____
Email ID : _____
4. Name of the CEO/Proprietor/: _____
Partner
5. Name and designation of other : _____
Authorized signatory of the Co./Unit
6. Particulars of Regn. Certificate : _____ Issued
by the competent authority
(Regn No. & Date)
7. We are manufacturer/distributor/dealer/supplier of..... Co.(with
proof)
8. GST NO dtd.....
9. PAN Number (Permanent Account Number- Income Tax) :.....
10. Have your Co./Unit or its sister concern ever been black listed/ debarred by BSDSM or
its sister Milk Unions or GOI /GOMP & its undertaking ? YES / NO.
11. I/WE HAVE READ THE TERMS AND CONDITIONS OF THE TENDER
DOCUMENT WHICH ARE ACCEPTABLE TO ME/US. NO ADDITIONAL
CONDITION DEVIATION OR POINT OF DIFFERENCE HAS BEEN GIVEN BY
ME/US. I AM PROPRIETOR/MANAGER/DIRECTOR OF
THE TENDERING FIRM AND HAVE BEEN AUTHORISED TO SUBMIT THE
AUTHORITY LETTER IN THIS REGARDS IS ENCLOSED HEREWITH.

**Seal & Signature of the
Authorized Signatory of the
Co./Unit**



BHOPAL SAHAKARI DUGDHA SANGH
MARYADITHABIBGANJ, BHOPAL 462024

SCHEDULE – IV

Price Bid

(To be submitted Financial Bid Online only)

S.N.	Item Description	Rating	Make/Model	Unit Price of New Battery (Rs.)	Buy- Back Price of Old Battery (Rs.)	Amount in Rs. (New Battery Price – Old Battery Price)
1	Maintenance Free Battery	12 V, 180AH	Exide/Amron /Amco/other			
2	Maintenance Free Battery	12V, 150AH	Exide/Amron /Amco/other			
3	Maintenance Free Battery	12V, 100 AH	Exide/Amron /Amco/other			
4	Maintenance Free Battery	12V,80 AH	Exide/Amron /Amco/other			
5	Maintenance Free Battery	12V,65 AH	Exide/Amron /Amco/other			

- GST Extra