

**BHOPAL SAHAKARI DUGDH SANGH MARYADIT
HABIBGANJ, BHOPAL 462024**



**Supply Of SFM Glass Bottle (200 ML/180 ML) and Crown
corks Tender**

CHIEF EXECUTIVE OFFICER
BHOPAL SAHAKARI DUGDH SANGH MARYADIT
HABIBGANJ, BHOPAL 462024



BHOPAL SAHAKARI DUGDH SANGH MARYADIT
HABIBGANJ, BHOPAL 462024
AN ISO 9001 : 2015 Certified Organization
E-mail: bsdsim@gmail.com,
Phone 0755-2478250-53 Fax : 0755-2450896

Ref No: 45

Dated: 21-09-2022

NOTICE INVITING E-TENDER

Bhopal Sahakari Dugdh Sangh online e-tenders are invited from the manufacturers/distributor/supplier/dealer for the Supply of SFM Glass Bottle (200 ML/180 ML) and Crown corks for the year 2022-23. The tender notice, tender documents, containing the terms and conditions can be purchased online & downloaded through following website <https://www.mptenders.gov.in> from 22.09.2022 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: <https://www.sanchibhopal.com> any changes in tender documents will be notified on Head office 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
Supply of Glass Bottle (200 ml/180 ml) and Crown corks	As per Schedule-II	1000/-	06.10.2022 03:00 PM	07.10.2022 03:00 PM

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DOCUMENT COST Rs. 1000/-

TENDER FOR PURCHASE OF PACKING MATERIALS

TENDER DOCUMENT

Schedule I	:	General Terms & Conditions.
Schedule II	:	Specification, Quantity and EMD
Schedule III	:	Form A (To be downloaded filled manually & Scanned copy uploaded online.)
Schedule IV	:	Price Schedule
Schedule V	:	EMD Exemption Letter (Form-C)
Tender Cost	:	Rs.1000/- (Rupees One thousand only)
Place of opening of Tender	:	Meeting Hall of The Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal.
Address for Communication	:	The CEO, Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal 462024

CHIEF EXECUTIVE OFFICER

General Terms & Conditions for tender submission & material supply

Bhopal Sahakari Dugdh Sangh online e-tender are invited from the manufacturers for the supply of Glass Bottle (200 ml/180 ML) and Crown corks strictly in adherence to the detailed specifications given in the schedule II of the tender documents.

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

1.0 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.

2.0 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.
- 2.2 The tenderer(s) should clearly state in their offer the address, telephone, fax, e-mail. Any change in the address should immediately be communicated to the Chief Executive Officer, Bhopal Sahakari Dugdh 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. Bhopal 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 As the commodity is so vital in nature, 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 Each tender should be accompanied with copy of PAN, GST, firm registration, Tender Document Sealed & Signed and ITR of 2 Assessment Year (2020-21, 2021-22) without which the tender may not be entertained. (Copy to be uploaded –mandatory and all documents should be in the same name of Firm/Establishment).
- 2.7 The tenderers should submit the rates online only (in excel bid document). The conditional tenders are liable to be rejected.
- 2.8 No person or firm is permitted to submit more than one tender under different names.
- 2.9 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 during the supply.
- 2.10 Tenderer shall fill all the details of the unit in the enclosed form- A in schedule-III. (Copy to be uploaded – mandatory).
- 2.11 Tenderer offering rates for packing materials shall submit COA and Food Grade Migration Report as per IS:9845 from NABL lab with each consignment mandatorily as per FSSAI packaging regulation 2018 clause 3.2 & 3.14.
- 2.12 If food grade migration certificate is not provide by the supplier at time of supply of material, then BSDSM Bhopal will get the test at its own from NABL lab and charges will be deducted from the bill of supplier.
- 2.13 Presently the rates invited for one year from the approval date of rates, it can be extended to further six months on the basis of mutual agreement if quality and supply of materials found satisfactory. Wherever there is variation in the requirement of quantity, the delivery schedule shall also be modified accordingly by the Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal.

3.0 EARNEST MONEY DEPOSIT: (As Per Schedule-II)

- 3.1 All the tenderers are required to deposit Earnest Money online only. Submissions of earnest money by any other mode than specified above shall not be acceptable and the related tender shall not be eligible for consideration.

3.2 Any tender which is not accompanied by Earnest Money deposit are liable to be rejected. EMD Exemption allowed only to the bidder's who **registered with M.S.M.E. and having their establishment situated in M.P. State**. As the tender will be finalized the unsuccessful tenderers will get back the EMD from MP TENDERS (as per their norms) on line. 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 without any interest amount.

3.3 No interest will be paid on the earnest money for the period during which (the EMD) lying in deposit with Bhopal Sahakari Dugdha Sangh.Maryadit.

4.0 PRICES:

4.1 Prices offered by the tenderers 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. The tenderer should quote rate on FOR dairy plant, Bhopal basis, GST extra.

4.2 If need be, negotiations will be done for prices and as well as terms & conditions of material supply only with the party which offers the lowest rate.

4.3 The prices charged for the material supplied 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.

4.4 Price Variation:

If any tenderer wish to offer the rate subject to PRICE ESCALATION CLAUSE of raw materials, they may do so by clearly indicating in the Technical Bid. In case of increase / decrease in the prices of raw material above 5%, the rates of material will be revised accordingly.

In case of a tenderer opting for offering prices subject to PRICE ESCALATION CLAUSE of raw material then:

a) The tenderer shall have to submit the current price of the raw materials as on the date of tender along with sufficient authentic proof from the manufacturer of the raw material.

b) The successful/approved bidder will have to submit revised prices of raw materials with sufficient authentic proof from the manufacturer of the raw material whenever revision takes place.

c) The revision in rates will be considered only for nearest raw material depot of successful bidder's location of plant.

d) Accordingly the approved prices of the materials shall be revised upwardly or downwardly to the extent of the raw material component of the material.

e) Supplier should sent the current raw material price list along with all the time of supplies were effected. However BSDSM reserves the right to approve the rates offered with or without to PRICE ESCALATION CLAUSE.

4.5 The lowest rate shall not be the only criteria for approving the tender.

4.6 BSDS Bhopal will have right to purchase materials from the other bidders whom participated in the same tender and willing to supply the material on L-1 approved rates for which BSDS will take the consent of other bidders too. For the issue of purchase order the proportionate ratio will be 60:40. (60% Order for L1 Bidders and 40% Order for other Bidders)

5.0 MODE OF DESPATCH:

5.1 The material to be supplied by qualified 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 **FOOD GRADE MIGRATION CERTIFICATE** from NABL lab for the material which is coming in direct contact of food is to be provided with every supply as per FSSAI packaging regulation 2018 clause 3.2 & 3.14.

5.3 Wharfage/Demurrage etc. on account of incorrect or delayed delivery/dispatches of material/documents must the responsibility of supplier and shall be recovered from the bills.

6.0 PRINTING:

Printing should be printed as per BSDS approved Artwork.

a) The printing found unreadable then entire supply will be rejected.

b) For the first time the bidder shall bear the cylinder manufacturing cost / expences. (if required)

7.0 ACCEPTANCE / PENALTY:

- 7.1 Material must be supplied as per specification of BSDSM Bhopal.
- 7.2 If printing found faded/Blurred then a penalty of 5% cost will be imposed in an emergency requirement otherwise the full consignment shall be rejected.
- 7.3 If item's GSM found lesser than as specified in tender specification then a pro-rata deduction will be made in an emergency used otherwise the whole consignment shall be rejected.
- 7.4 In such condition when deficiencies are found more than one than the decision of CEO on recommendation of purchase committee shall be final.
- 7.5 In condition, if any consignment happens to declared as rejected, the supplier should have to visit BSDSM to know the causes for his own satisfaction.
- 7.6 The rejected material shall not be return to the supplier. To avoid any misuse of rejected material it shall be destroyed within a stipulated time of not more than 1 month, in presence of supplier at supplier cost and no payment shall be made for the rejected material.

8.0 LIQUIDATED DAMAGES:

- 8.1 The time period and the date of delivery of the material stipulated in the purchase order shall be deemed to be the essence of the contract. Once firm delivery date(s) 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.

- 8.2 If the qualified 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.
- 8.3 If the qualified tenderer fails to make supply the materials as per specification/material quality/printing as per BSDS's approved art work, 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.

9.0 INSURANCE:

Insurance is to be arranged by the tenderer.

10.0 INSPECTION:

- 10.1 All the materials supplies are subject to inspection at our stores 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. If the material is not found as per specification of BSDSM Bhopal the consignment will be rejected shall not be returned. Supplier will be informed regarding rejection by post /e-mail supplier should attend this office within 15 days of the receipt of intimation so that the material could be rechecked and destroyed in his presence. If the supplier doesn't attend this office on time then the material will be destroyed by BSDSM. No payment shall be made against the rejected materials.
- 10.2 Sample of the articles should be sent/produced before the competent authority if asked for within 3 days or as mutually agreed.

11.0 PAYMENT:

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 accounts payee cheques / RTGS. Tenderer agreeing to these terms would be given preference over those specifying other terms.

12.0 TERMINATION OF CONTRACT:

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

13.0 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.

14.0 FORCE MAJEURE:

14.1 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.

14.2 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.

15.0 DISPUTE ARBITRATION & FINAL AUTHORITY:

15.1 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 Sahkari Dugdha Sangh Mydt., in this respect will be final and binding on the successful tenderer.

15.2 In any case of dispute between material / services supplier and Bhopal Sahakari Dugdha Sangh matter will be presented to MD, MPCDF for resolution.

15.3 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.

15.4 For all disputes, the venue for legal course shall be at Bhopal.

15.5 If the tender opening date become any govt. holiday then the next day may considered for tender opening.

*Chief Executive Officer
Bhopal Sahakari Dugdha Sangh Mydt. Bhopal*

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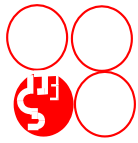
SPECIFICATION OF PACKING MATERIAL

- 1. STERILIZED FLAVOURED MILK BOTTLE 200 ML/180 ML CAPACITY (NONRETURNABLE)**
Quantity-5 Lakh **EMD- Rs.10,000/-**

S. No.	Particulars	Specification 200 ML/180 ML
1.	Weight of Bottle	150 ± 5 gm
2.	Capacity	220 ML ± 3
3.	Bottom Diameter	52 mm
4.	Height	152mm
5.	Mouth Diameter outer	25mm
6.	Mouth Diameter inner	17 mm
7.	Thermal effect	Bottle shall pass thermal effect Test
8.	Colour	Transparent
9.	Short Neck bottle suitable for heat sterilization of milk under pressure.	

- 2. CROWN CORKS FOR STERILIZED FLAVOURED MILK BOTTLES.**
Quantity-5 Lakh **EMD- Rs.5,000/-**

1. Material	The crown cap shall be made from tin sheet of uniform thickness. The cap shall be printed from outside as per the design approved by BSDSM along with colour logo of BSDSM. The caps should not show any sign of rusting at any stage while in filled bottle or during storage or otherwise
2. Average weight of caps	The average weight of cap with liner shall be min. 2.0 grams+0.2gm
3. Liners	High heat resistant PVC liners of permanent white colour shall be fixed in caps. Good quality PVC liner with cushioning effect be used. PVC liner shall be neutral, heat resistant and odourless. It shall not impart any colour or flavour to milk. Minimum weight of liner shall be 0.25 gm The material used must be food grade
4. Design	Colour Logo of BSDSM shall be printed at the centre in colour, Sterilized flavoured Milk contents 200 ML/180 ML in 2 nd line and name of manufacturer at the periphery. The back ground shall be white (metallic) and glassy in appearance.



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SCHEDULE – III

(To be submitted along with the offer)

Form – A

Chief Executive Officer
BSDSM, Bhopal

Date:

Dear Sir,

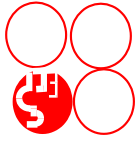
I/We hereby furnish below some particulars about our company/unit which will form a part of our offer submission:

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 as a Manufacturer Issued by the competent authority
(Regn No. & Date) (Enclosed Copy) : _____
7. GST NO. _____ dated _____
8. Details of PAN CARD (Enclosed Copy): _____
9. Income Tax return (Enclose Copy): _____
10. Food Grade material certification (Report)
From competent authority, NABL Laboratory
(Enclose copy) : _____
11. 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
12. If Yes, when & Why? Give reason in details
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.

DATE:

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



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SCHEDULE – IV

Price Bid Format (upload online only)

S. No.	Item	Rate/unit F.O.R Dairy GST Extra.
1	Glass Bottles 200 ML/180 ML	---Online only---
2	Crown corks for FM Bottle	---Online only---

Note:

Requirement shown above is tentative and it can be increased or decreased depending upon situation prevails at the time of processing P.O.

Form – C

EMD Exemption Letter

EMD Amount exemption form for supply of SFM Glass Bottle (200 ml/180 ml) and Crown corks tender published by Bhopal Dugdh Sangh Maryadit, Bhopal

S. No.	Items Name (The materials for which the rates are being quoted)	Online EMD amount submitted (in Rs.)
1		
2		
Total EMD Amount (in Rs.)		

(If required, add row in above table format)

Submitted EMD amount (online)-.....

Exemption EMD amount= (Total EMD amount – Submitted EMD amount).....

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

Technical Evaluation Check List

The tenderers should upload all the documents as per following check points.

Check Points		Please Specify Documents Submitted in (Yes/NO)
1.	Online tender Fee and EMD payment transaction acknowledgement or EMD exemption MSME certificate copy	
2.	Form A of Schedule-III (with seal & sign)	
3.	The authority letter regarding clause no. 14 of Form-A, Schedule-III. (with seal & sign)	
4.	PAN Card Copy (with seal & sign)	
5.	GST Certificate Copy (with seal & sign)	
6.	Company/Firm Registration or Factory License Copy (with seal & sign)	
7.	ITR of 2 Assessment Year (2020-21, 2021-22) (with seal & sign)	
8.	Form C, EMD Exemption Letter (with seal & sign)	
9.	Any Other.....	

Note:- The tenderer were not submitted any one of the above documents are liable for rejection in **Technical Bid Evaluation.**