

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



**Supply Of Milk Pouch Crate Tender
(Annual Rate Contract Basis)**

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

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Phone 0755-2478250-53 Fax : 0755-2450896

Ref No: 22**Dated: 25.05.2023****E-TENDER 6th CALL**

Online Tenders are invited for supply of **Packaging Materials (Milk Pouch Crates)** 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 26-05-2023 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 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
Milk Pouch Crates	75,000/-	500/-	01.06.2023 03:00 PM	02.06.2023 03:00 PM

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DOCUMENT COST Rs. 500/-

TENDER FOR PURCHASE OF PACKING MATERIALS

TENDER DOCUMENT

Schedule I	:	General Terms & Conditions.
Schedule II	:	Specification & Qty & EMD
Schedule III	:	Form A (To be downloaded filled manually & Scanned copy uploaded online.)
Schedule IV	:	Price Schedule
Tender Cost	:	Rs.500/-(Rupees five hundred 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

SCHEDULE - I

General Terms & Conditions for tender submission & supply

Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal (BSDSM), an ISO certified cooperative organization, invites online e tender from bonafide manufacturers and/ or their authorized dealers or other suppliers for supply of PACKING MATERIALS 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.

1.0 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, 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 Each tender should be accompanied with copy of PAN, GST, Firm Registration, ITR of 2 Assessment Year (2021-22, 2022-23).

- 2.7 The tenderers should submit the rates online only. 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.
- 2.10 Manufacturers will be given preference. Copy of license is to be attached with tender for each item filled in, wholesalers dealing with the item will have to attach copy of authorization certificate of the manufacturer.
- 2.11 Tenderer shall fill all the details of the unit in form- A in schedule-III. (To be uploaded – mandatory.)
- 2.12 Tenderer offering rates for packing materials shall submit Food Grade Certificate and COA, NABL Lab analysis report at the time of supply. (if needed).

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 Registration, Company/Firm Registration or Factory License, ITR of 2 Assessment Year (2021-22, 2022-23).
2. 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 and Cylinder/dye making charge, if any. GST (to be shown extra)

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.

3.0 Earnest Money Deposit (As per Schedule-II):

- 3.1 EMD should be submitted online only and attach copy of proof for payment of EMD in technical bid.

3.2 **MSME industries of The Madhya Pradesh State** will be exempted from payment of the EMD and tender fee 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

4.0 PRICES:

4.1 Prices offered by the tenderers should 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 Packaging Material will be revised accordingly.

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

Prices offered by the tenderers should be firm and free from all escalations and shall be valid at least for a period of applied rate contract.

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

5.0 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.

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

7.0 **PRINTING:** Printing work on each & every items should be printed as per BSDS approved artwork.

a) If printing found faded/blurred then a penalty of 5% cost will be imposed.

b) If items Specifications found lesser than as specified in tender specification then a pro-rata deduction will be made.

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

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 dates 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 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, 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. The L-1 supplier fails to supply materials 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 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 his risk and expenses or disposed off in Auction and the proceeds, if any, less expenses would be credited to tenderer's account.

10.2 Sample of the articles should be sent/produced before the competent authority if asked for within 7 days or as mutually agreed.

11.0 PAYMENT:

11.1 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.

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 Bhopal Sahakari Dugdha Sangh Mydt. 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 renderers 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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**BHOPAL SAHKARI DUGDHA SANGH MARYADIT
HABIBGANJ DAIRY PLANT, BHOPAL**

SCHEDULE - II

Milk Pouch Crates

Approx. Quantity: 40,000 Nos.

EMD required: Rs. 75,000/-

- Suitable : To hold 20 nos ½ litre milk pouches & stackable
- Material : Food grade HDPE
- Size : 568± 3mm x 298 ± 3mm x 173± 3mm outer dimensions
498 ± 3mm x 228 ± 3mm x 164 ± 3 mm inner dimensions
- Weight : 1200 ± 50 gms
- Colour : Blue/Orange/Red/Yellow
- Printing : BHOPAL SAHKARI DUGDHA SANGH MARYADIT.
SANCHI

(To be screen printed on one side in Hindi and another side in English)

- Drop Test - : Shall pass the drop test



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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 ofCo.(with proof)
8. GST NOdtd.....
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 FULL SPECIFICATION/DIMENSIONS/CONDITIONS OF PACKAGING MATERIAL AND AGREE TO SUPPLY MATERIAL WITH SAME SPECIFICATION AFTER ORDER AND WITH ALL THE NECESSARY CERTIFICATES.
12. 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**



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SCHEDULE – IV

**Form – B
(Price bid Format)
(To be submitted Financial Bid Online only)**

S. No.	DESCRIPTION	Rate/unit F.O.R Dairy GST Extra.
		Submit Online in excel format only

Note: Purely indicative for e-tender as the rates are required to be filled on these lines in the prescribed BOQ in Excel format.

**BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION
(Mandatory Documents)**

S. No.	Tender Submission Check Points	Check before submission (write Yes or No)
1.	Online tender Fee and EMD payment transaction acknowledgement or EMD exemption certificate copy	
2.	Form A (with seal & sign)	
3.	The Authority letter on letter head (with seal & sign) as per Clause no.12 of Form-A, Schedule-III.	
4.	PAN Card Copy	
5.	GST Certificate Copy	
6.	Company/Firm Registration or Factory License Copy	
7.	ITR of 2 Assessment Year (2021-22, 2022-23)	
8.	Any Other.....	