

# **TENDER DOCUMENT**

**FOR**

**Supply, Anhydrous Ammonia gas Nitrogen  
& Carbon dioxide gas for BSDS Bhopal.**

**IFB Ref: BSDS/PUR/2026/20/1st call**



**Issued By:**

**Chief Executive Officer**

**Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal**

### **POINTS BIDDERS SHOULD BEAR IN MIND**

1. BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.
2. BIDS UPLOADED WITH OUT **BID SECURITY (EARNEST MONEY DEPOSIT)**, SHALL BE SUMMARILY REJECTED.
3. BIDDERS SHOULD FURNISH THEIR **CONTACT EMAIL ID**, COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
4. NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHD RAW THE BID AFTER IT WAS OPENED.
5. SPECIFICATIONS, CONDITIONS AND SCHEDULE OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
6. ALL EQUIPMENT, SYSTEM & COMPONENTS SHOULD BE DESIGNED TO PERFORMAS PER SPECIFICATIONS IN THIS BIDDING DOCUMENT UNDER TROPICAL CONDITIONS.
7. THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
8. **CEO, BHOPAL SAHAKARI DUGDH SANGH MARYADIT, BHOPAL** RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITH OUT ANY EXPLANATION TO BIDDERS.

**CHECK LIST TO BE SUBMITTED BY THE BIDDER ALONG WITH BID(\*)**

Sr. No.	Item	Submitted		Remarks
		Yes/No		If any
<b>(*) Check list is Mandatory to fill and attached/upload with technical Bid</b>				
01	EMD submitted before last date of bid submission			
02	All the required documents uploaded to e-Tender portal.			
03	Uploaded following documents:			
	i) Certificate of incorporation of the firm / Partnership deed etc.			
	ii) Registration certificate of GSTIN, PAN etc.			
	iii) Turnover certificate from CA firm /Audited financial statements(FY22-23, 23-24 & 24-25)			
	iv) Copy of similar nature of Pos with completion certificate			
04	Uploaded form of bid (SECTION VI of Tender Document)			
05	Uploaded bidding document completed in all respects duly digitally signed.			
06	Technical & Bidding Terms Deviation, if any is uploaded as per tender (SECTIONVIII Part A & B of Tender Document) -			

## INDEX

<b>S No.</b>	<b>Description</b>	<b>Section</b>	<b>PageNo.</b>
-	Invitation for bids	Section 0	1
1	Instruction to Bidders	Section I	2-10
2	Terms & Conditions of Contract	Section II	1-6
3	Schedule of Requirements	Section III	1
4	Price Schedule	Section IV	1
5	Form of Bid	Section V	1-4
6	Special Conditions of Contract	Section VI	1
7	Deviation Statement	Section VII	1-2
8	Contract Form	Section VIII	1-2

**SECTION - 0 INVITATION FOR BIDS**



**Bhopal Sahakari Dugdh sangh Maryadit, Bhopal  
(BSDS)  
Dugdha Bhawan, Dugdha Marg, Habibganj, Bhopal462024.  
[PhoneNo.0755-2457017](tel:0755-2457017), [Email-pur.bds@sanchidairy.com](mailto:pur.bds@sanchidairy.com)**

**Websites:** [www.sanchidairy.com](http://www.sanchidairy.com) & <https://www.mptenders.gov.in>

Bhopal Sahakari Dugdh Sangh Maryadit Bhopal (BSDS) having its office at Bhopal, Madhya Pradesh invites “Online E-Tender” from reputed Manufacturers (OEM)/ Authorized Dealers for the following goods/ works:

**Tender Ref:** BSDS/PUR/2026/20/1st call

**Item Description:** Supply of Anhydrous Ammonia gas Nitrogen & Carbon dioxide gas at BSDS Bhopal.

<b>Tender Document Cost (Rs.)</b>	: Rs.500.00
<b>EMD Amount (Rs.)</b>	: Rs. 20000.00
<b>Tender Document Download/Sale Start Date:</b>	: Date 18.03.2026 Time 11:00AM Onwards
<b>Tender Document Download/Sale End Date</b>	: Date 08.04.2026 Time 01:00PM
<b>Bid Submission Start Date</b>	: Date 18.03.2026 Time 12:00 Noon Onwards
<b>Bid Submission End Date</b>	: Date 08.04.2026 Time 01:00PM
<b>Bid Opening Date</b>	: Date 09.04.2026 Time 03:00PM
<b>Place of opening of Tender</b>	: Online MP Tender -Portal
<b>Completion Period</b>	: One Year from the date of issuance of ARC.
<b>Delivery Location</b>	: BSDS, Bhopal, MP

For further details or for downloading the bid documents, please visit web site <https://www.mptenders.gov.in> or contact Incharge Purchase, Bhopal Sahakari Dugdh Sangh Maryadit Bhopal (BSDS), Habibganj, Bhopal 462024 on any working day. The intending bidders are required to submit their offer electronically through e-tendering Portal. No physical tender is acceptable by BSDS. The detailed Tender can also be downloaded from website: [www.sanchidairy.com](http://www.sanchidairy.com) (only for reference).

Chief Executive Officer

## SECTION I – INSTRUCTION TO BIDDERS

### 1) Eligibility and Qualification Requirements:

**The bidders must meet the following minimum qualifying criteria:**

- a) The Bidder, in the same name and style, should be in business at least for **three years** at the time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, GST etc.
- c) The Bidder's Financial Turnover in the same name and style in each of the last three financial years (FY 22-23, 23-24 & 24-25) ending 31st March shall be not less than **Rs. 18 Lakh. The bidder should submit the Turnover certificate from CA firm / audited financial statements.**
- d) The Bidder in the same name and style shall have successfully executed / completed contracts of similar nature (Supply, Anhydrous Ammonia gas Nitrogen & Carbon dioxide gas) during the last three year sending last day of the month previous to the month in which bid is opened, either of the following: -
  - I) One Contract/Work of similar nature costing not less than **Rs.**  
OR
  - II) Two Contracts/Works of similar nature each costing not less than **Rs.**  
OR
  - III) Three Contracts/Works of similar nature each costing not less than **Rs.**

#### **Note:**

- a) Separate orders for supply of gases against one job on a single location will be considered as a single PO.
- b) Bidder shall submit the following details to support their claim for meeting the minimum eligibility requirement -

Copy of Purchase / Work order to be considered for meeting minimum eligibility criteria with **installation report/completion certificate**.

- c) Even though the bidder meets the specified criteria, it may be disqualified if it has:
- I. Made untrue or false declaration and/or
  - II. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.

**2) Eligible Bidders**

This invitation for Bids is open to all bidders who have downloaded this bidding document in their name and meet the minimum eligibility criteria, if any, specified in this bidding document.

**3) Bidding Document**

The fee/cost for the bidding document is Rs. 500/-.

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the BSDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

Interested eligible bidders may obtain further information from Incharge Purchase, Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal 462024, PhoneNo.: 0755-2457017, Email-[pur.bds@sanchidairy.com](mailto:pur.bds@sanchidairy.com)

**4) Downloading the Document**

- (a) The bid documents will also be available in the website at <https://www.mptenders.gov.in> and can be downloaded and used as tender documents for uploading the offer.
- (b) If any change/additions/deletions/alterations are found to be made by bidder in the tender and the same is subsequently noticed at any stage, even after award of the contract, the bidders are liable for all consequences there of and BSDS shall be free to take suitable action as deemed necessary.

## 5) **Content of Bidding Documents**

The Bidding Document includes:

- (a) Invitation for Bids;
- (b) Instruction to Bidders;
- (c) Terms & conditions of the Contract;
- (d) Scope of work;
- (e) Schedule of quantities;
- (f) Form of Bid;
- (g) Deviation statement;

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

## 6) **Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents may notify BSDS in writing or by email. BSDS will respond in writing to any request for clarification of the Bidding Documents, which it receives prior to the deadline for the submission of bids. Bidders should preferably forward their queries earlier than 10 days prior to the bid submission date. Written copies of BSDS' response will be sent to the respective Bidder. Also, corrigendum, if necessary, will be uploaded in the e-tender Portal without identifying the source of the inquiry.

## 7) **Amendment of Bidding Documents**

At any time prior to the deadline for the submission of bids, BSDS may modify the bidding document by the issuance of amendment. The amendment will be uploaded on e-tender Portal and will be binding on them. BSDS may also at its own discretion, extend the deadline for submission of bids. Before submission of the bid, the bidder should check the e-tender Portal for any Corrigendum/additional information on the bidding document, if any.

## 8) **Preparation of Bid**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written preferably in the English language.

## 9) **Submission of bid**

The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only. All the bidders should submit/upload their online bid son <https://www.mptenders.gov.in> Part I-

Technical Bid and Part II – Price Bid. The Technical bid (Part I) shall contain all the details **EXCEPT FOR THE PRICE**.

The complete bidding document duly signed and sealed should be uploaded without any modifications/alternations, as a token of their acceptance towards the scope of work, terms and conditions of the bid unconditionally.

Full details of materials including the manufacturer's name, specification of goods offered, model no. must be uploaded in the Portal along with **Technical Bid (Part I)**, wherever requested.

Bids must be uploaded by the bidder at the e-Portal not later than the time specified for receipt of the bids in the Invitation for Bids.

The Bidder cannot modify or withdraw its bid after the last date & time of bid's submission. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's EMD.

The bids are to be uploaded/submitted with drawing/specifications or as per drawings/ specifications given in the tender and submitted as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.

**10) Period of Validity of Bids:**

The Bids shall remain valid for **90 days** from the date of bid opening prescribed by the BSDS. A bid valid for a shorter period shall be rejected by BSDS as non-responsive

**11) Earnest Money Deposit (EMD)**

All bids must be accompanied by EMD (in Indian Rupees only). The bid shall not be considered if the valid EMD is not available at the time of opening of Technical Bid.

EMD should be paid online in favour of Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal.

EMD submitted by bidders in the previous bid will NOT be considered for this tender. Bidders must submit a fresh EMD against this tender.

No interest shall be paid on EMD for the period during which the deposit lies with BSDS. Without valid EMD, the bid shall be rejected.

Micro and small enterprises of the Madhya Pradesh State will be exempted from depositing EMD against the tender (**Bidder must submit Certificate/Document to this effect**).

The EMD may be forfeited:

- a) If a bidder withdraws or modifies its bid during the period of bid validity

**OR**

- b) In the case of the successful bidder, if the bidder fails to sign the Contract (i.e., return the signed copy of duplicate Purchase Order, and furnish Performance Security, if asked for)

Unsuccessful bidder's bid security will be discharged / returned within a maximum period of 30 days after the expiration of the period of the bid validity of 90 days from the date of technical bid opening. The successful Bidder's EMD will be discharged within 30 days upon the Bidders executing the Contract i.e., return the signed copy of duplicate Purchase Order, and furnish the Performance Security, if asked for.

12) **Price:**

The bidder shall indicate on the Price Bid at e-Portal the final unit prices (after considering discount, if any) **including applicable GST** for the goods/services it proposes to deliver under the contract. Bidders must submit a bid for the full quantity specified, failing which, such bids will not be taken into account for evaluation and comparison and will not be considered for award.

Prices indicated in the Price Bid shall be entered in the following manner:

- (a) The item wise quoted price of goods to be supplied shall be indicated in the field "**Unit Rate (in Rs.)**" on the Portal on FOR site basis and shall include the charges for packing and forwarding, transportation, transit insurance, unloading and all other local costs incidental for delivery to their final destination, storage insurance (if asked for) and safe custody at recipient's place (If asked for), **excluding GST**. The % GST considered should be indicated in the field "**Applicable GST (in %)**".
- (b) Bidder should indicate applicable HSN/SAC Code considered for items for supply and installation works, in the Excel BOQ (SoQ) at e-Portal.
- (c) Bidder shall be responsible for selection of appropriate HSN/SAC code and applicable GST thereon for the items quoted by them.

### **Contractors registered under Composition Scheme of GST**

In case the bidder is registered under the GST Composite scheme, the price quoted shall be including applicable GST, as it may not be possible to indicate GST separately. However, in such a case, the bidder, in their **Technical bid (Part I)**, **MUST** indicate that they are the **composite dealers and propose to supply under the GST composite scheme**.

Any applicable cess, levies shall be borne by the Contractor/Supplier.

#### **13) Fixed Price:**

- (i) Basic Price quoted by the Bidder shall be fixed during the bidder's performance of the Contract/Supply and not subject to variation on any account. A bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.
- (ii) Payment of differential amount due to price variation on account of change in applicable taxes and duties on the invoiced items/services shall be payable only if, the details of the taxes and duties included in the prices & HSN/SAC code considered, is furnished in the **Technical bid (Part - I)**. If any altogether new tax and duty is imposed on such contract after the bid opening date, the same shall be considered for payment/ reimbursement upon documentary evidence. Similarly, the differential amount shall be recovered, if the rates of taxes and duties are revised downward.

#### **14) Bid Form**

- i) The Bidder shall complete the Bid Form furnished in the Bidding Document and upload in e-Portal
- ii) All the required documents, duly signed, should be uploaded on or before the specified date and time at e-Portal.

#### **15) Opening of Bids**

Technical bids of those bidders who have submitted the required EMD, as mentioned in the IFB, shall be opened online on the date and time specified on e-Portal.

BSDS will open the Technical bids on the time and date stated in the IFB. Bidders can witness electronic opening of bids.

Commercial bids will be opened electronically of only those bidders whose Technical Bid (Part-I) is found to be acceptable by BSDS.

16) **Evaluation of bids**

a) **Preliminary Evaluation**

BSDS will examine the technical bids to determine whether they are complete, whether required EMD and supporting document have been furnished, and whether the bids are generally in order.

Where the bidder has quoted and the bid security furnished is inadequate, the bid will be treated as non-responsive.

BSDS will also examine whether the bid is complete. If the price of a certain item is found as "0 (Zero)" it will be presumed the bidders have included the cost of such items against some other items of the price bid. The bidder shall furnish/upload the details of such inclusions separately along with their **Technical Bid (Part I)**.

Prior to the detailed evaluation, BSDS will determine the substantial responsiveness to the bidding document. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any substantial way the functionality, scope, quality or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, BSDS 's rights or the bidder's obligations under the contract and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids. BSDS's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

No post-bid clarification at the initiative of the bidder shall be entertained. For evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification on the bid. The short fall information/documents shall be sought only in case of historical documents which pre-existed at the time of tender opening and which have not undergone change since then.

So far as the submission of the documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered.

However, no new supply order shall be asked for and considered so as to qualify the bidder.

In case the required clarification are not received by the Purchaser in time, the Technical bid may be treated as incomplete and non- responsive.

A bid determined as not substantially responsive will be rejected by BSDS and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

**b) Evaluation and Comparison of Bids**

The Evaluation and comparison of bid will be done on the basis of **equipment/item wise bid amount**(quoted price inclusive of supply, Anhydrous Ammonia gas Nitrogen & Carbon dioxide gas at BSDS Bhopal) **inclusive** of applicable GST.

**c) Currency of Bid**

All bid prices shall be in Indian Rupees only.

**17) Award Criteria**

BSDS will award the contract/ Purchase Order to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

**18) Signing of Contract**

Within 30 days from the receipt of the Purchase Order, the successful bidder shall return the duplicate copy of the Purchase Order, duly signed and sealed along with Contract Agreement& Performance Security, wherever applicable.

**19) Rights Reserved by BSDS**

BSDS does not bind itself to accept the lowest bid. BSDS reserves the right to award the job either in part or full. BSDS at its sole discretion and with out assigning any reason there of, also reserves the right to accept any/or reject any or all bids.

**Note:**

- i) Deviations in commercial terms and conditions of the bid are not permitted.
- ii) The Bidder should mention the HSN/SAC Code of each item along with the Technical Bid (Part I).
- iii) GST TDS as per section 51 of CGST Act 2017 will be deducted, if applicable.
- iv) Bidders to submit the following details along with Technical Bid (Part I):
  - A. State from where the goods will be supplied/Invoices will be made:  
-----
  - B. Corresponding GST No.(of that state):-----

**20) Address for Communication:**

Incharge, Purchase,  
Bhopal Sahakari Dugdh Sangh Maryadit Bhopal  
(BSDS) Habibganj, Bhopal, Madhya Pradesh 462024  
PhoneNo.0755-2457017  
Email-bsdsm@gmail.com/pur.bds@sanchidairy.com

The detailed Terms & Conditions and Technical Specification is enclosed

Issued by: **Chief Executive Officer, BSDS, Bhopal, M.P.**  
Website-[www.sanchidairy.com](http://www.sanchidairy.com)

## **SECTION II- TERMS AND CONDITIONS OF ANNUAL RATE CONTRACT**

### **1. Date of Delivery:**

Date of delivery prescribed shall be deemed to be the essence of the purchase order/contract. Each unit of an item shall be delivered to destination not later than the delivery date specified in the order.

### **2. Liquidated Damages:**

If the bidder fails to deliver any or all the goods or perform the services within the time period(s) specified in the purchase order/contract, BSDS shall, without prejudice to its other remedies under the purchase order/contract, deduct from the purchase order/contract price, as liquidated damages, a sum equivalent to:

Sl. No.	Delay Period	Liquidated Damages
01	Upto15days	1%ofthecostofPurchaseOrder Amount
02	Between16to30days	2%ofcostofPurchaseOrderAmount
03	After30days	5%ofcostofPurchaseOrderAmount

The BSDS may, without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The total amount so deducted shall not exceed 5% of the purchase order/ contract value. Once the maximum is reached, BSDS may consider cancellation / termination of purchase order/ contract, and forfeiture of performance security and/or Retention amount.

The amount of Liquidated damages will not be adjusted or set-off against any sum payable to the successful tenderer under this or any other contract with Purchaser.

### **3. Termination of Contract:**

#### **Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods/Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 4.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

BSDS shall be free to cancel the order either in full or in part, in the case of non-delivery of material/ non completion of installation/ services within the stipulated delivery period or breach of any of the clauses mentioned herein. In the event of cancellation of order, the supplier/ contractor will be liable to refund the advance, if paid. The supplier/ contractor has no right to forfeit the advance amount received by him.

#### **Termination for Convenience**

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the date of issuance of the termination notice, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

#### **4. Terms of Payment:**

**For supply, Anhydrous Ammonia gas Nitrogen & Carbon dioxide gas.**

*NOTE: 100 % Payment shall be made after receipt inspection & acceptance of material in our stores with in a period of 30 days.*

**The payment shall be released after receipt of duplicate copy of PO duly accepted.**

#### **5. Insurance:**

In case where the purchase order is placed on “free delivery at site” including unloading basis, no insurance premium will be paid by the Purchaser. In such a case, all required insurance policies (Transit risk insurance policy, storage insurance policy, All risk policy, Workmen Compensation policy, Third Party insurance etc.) may be obtained by the supplier/ contractor to safeguard their own interests and to protect the material against transit hazards, storage (at Site) for damage/ loss.

#### **6. Rejection:**

BSDS reserves the right to reject the goods either in full or in part, if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/ description given in the purchase order. The rejections, if any, will be intimated to the supplier in writing within a reasonable time. The supplier will be liable and responsible to repair/ replace the rejected goods within the original delivery period. No extra payment shall be made for such replacement to the supplier/ contractor for freight, unloading and insurance etc. Till the repair/replacement is made, the rejected goods shall be lying at supplier’s risk, cost and responsibility. If the supplier does not arrange to repair/ replace the rejected goods within the original delivery period, BSDS may dispose off such goods at supplier’s risk and in the manner BSDS thinks fit. BSDS shall be at liberty to purchase the quantity of items rejected from other parties without giving any notice and at supplier’s risk & cost and recover the additional expenditure, if any, from any of the outstanding dues of the supplier/ contractor. BSDS shall be entitled to recover the expenses made by BSDS on storage and handling of such rejected goods till the goods are removed from BSDS premises/ stores.

#### **7. Inspection:**

On placement of order, the goods/equipment under the purview of supply should be inspected by the supplier’s own technical experts at the supplier’s works and such inspection report should be forwarded to BSDS in triplicate. However, BSDS reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. The supplier should intimate the BSDS without fail, when the goods/equipment is ready for inspection including the stage wise inspection. The supplier should not proceed with further manufacture and/or despatch of goods/equipment, without obtaining a clearance certificate from BSDS. The supplier should forward to BSDS the Test Certificates, wherever applicable, obtained from

concerned authorities/ principal manufacturers either regarding quality or any other details of the items utilised in the process of manufacture/fabrication. It will be mandatory is have a test certificate with all the supplier.

#### **8. Dispatch Instructions:**

The materials are to be dispatched to the destination by the mode of transport specified in order under intimation to BSDS. Depending on the type of material, the supplier shall have to carry out proper packing/ crating to avoid breakages in transit. Other details of despatch such as consignee's particulars etc. are mentioned in the purchase order. For using any mode of transport other than the specified one, prior concurrence from BSDS in writing should be obtained. All consignments should be despatched on freight paid basis irrespective of price basis. In the event of freight payable extra by BSDS, the supplier shall have to obtain BSDS's prior approval and produce necessary documentary evidence in support of claims. Unless otherwise stated, the original RR/LR should be sent directly to the consignee along with three copies of invoice and two copies of Delivery Challan/e-way bills and Packing List.

#### **9. Demurrage:**

The supplier shall bear and reimburse to BSDS the full demurrage, if any, paid by reason of delay on their part in forwarding the original dispatch documents to the destination mentioned in the purchase order.

#### **10. Submission of Bills:**

Bills in triplicate stating therein the purchase order reference along with necessary copies of despatch documents are to be submitted as per instructions given in the purchase order. Unless otherwise stated, the payment shall be made by Crossed Account Payee cheque/ RTGS/ NEFT according to the terms of payment mentioned in the purchase order.

#### **11. Force Majeure:**

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier/ contractor nor BSDS shall be considered in default in performance of his/their obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state at Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract/purchase order.

**12. Arbitration:**

In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/ accepted purchase order 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 difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to be appointed by mutual consent of both the parties whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Bhopal (M.P.).

**13. Jurisdiction:**

Courts at Bhopal, MP, alone shall have jurisdiction regarding any matter arising out of this agreement.

## **Section III**

### **Schedule of Requirement**

**ARC For Supply, Anhydrous Ammonia gas Nitrogen & Carbon dioxide gas at BSDS**

<b>Sl</b>	<b>Item Description (ARC Supply, Anhydrous Ammonia gas Nitrogen &amp; Carbon dioxide gas at BSDS)</b>	<b>Estimate Qty.</b>	<b>UoM</b>
1	Anhydrous Ammonia Gas (50 kg cylinder)	3500	kg
2	Nitrogen Gas (8m3 cylinder)	950	No.
3	Carbon dioxide gas (45 Kg Cylinder)	150	No.

**Completion Period:** One year from the date of issuance of Purchase Order.

**Delivery Location:** BSDS, Bhopal, MP

**Note:**

1. Ammonia- Purity 99.99%
2. Empty cylinder will be return within 45 days of supply.
3. Existence of supplier's must be firm within 50 km of Bhopal district (M.P.).
4. No rental charges of cylinders will be paid.

## **Section IV**

### **Price Schedule**

**ARC For Supply, Anhydrous Ammonia gas Nitrogen & Carbon dioxide gas at  
BSDS, Bhopal, M.P.**

<b>Sl</b>	<b>Item Description</b>	<b>Esti. Qty.</b>	<b>UoM</b>	<b>Unit Rate (Rs.)</b>	<b>Applicable GST %</b>	<b>Total Amount Incl. GST. (Rs.)</b>
1	Anhydrous Ammonia Gas (50 kg cylinder)	3500	Kg			
2	Nitrogen Gas (8m3 cylinder)	950	No.			
3	Carbon dioxide gas (45 Kg Cylinder)	150	No.			

**Note:**

1. Rates to be entered ate-Tender Portal Only.
2. All the bids will be evaluated on item wise (equipment wise) lowest offer basis.
3. Ammonia- Purity 99.99%
4. Empty cylinder will be return within 45 days of supply.
5. Existance of supplier's must be firm within 50 km of Bhopal district (M.P.)
6. No rental charges of cylinders will be paid.

## **SECTIONVI-FORMOFBID**

### **FORMOFBID**

***(Bidders are requested to upload the FORM OF BID as per the Format given in this Section, filling all the blank spaces.)***

Date: \_\_\_\_\_

Ref. No.: **BSDS/PUR/2026/20/1st call**

TO: Chief Executive Officer,  
Bhopal Sahakari Dugdh Sangh Maryadit,  
Dugdha Bhawan, Dugdha Marg,  
Habibganj, Bhopal 462024

Gentlemen:

Having examined the Conditions of Contract, Technical Specifications and the Drawings included in or referred to in the Bidding Documents including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Goods and Services as detailed in the price bid, in conformity with technical specifications and drawings (except to the extent of deviation statement furnished in our bid) and the Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

Our acceptance to all the conditions of the Bidding Document in this bid form shall persist over any other terms and conditions, if any, given in our bid.

We under take, if our bid is accepted, to commence and complete delivery of all the goods and Services including installation and commissioning as specified in the Schedule of Quantities of the Bid Document, from the date of receipt of your Purchase Order.

We agree to abide by this bid for the period of **90 days** from the date fixed for bid opening as per the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Purchase Order/notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder): \_\_\_\_\_

\_\_\_\_\_

Name of Witness: \_\_\_\_\_

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

**Form-A**  
**(To be filled and uploaded-mandatory)**

To,

Chief Executive Officer,  
Bhopal Sahakari Dugdh Sangh Maryadit,  
(BSDS) Habibganj, Bhopal 462024

Dear Sir,

Please find enclosed herewith scan copy of EMD submitted by us (payment receipt), The details are EMD No..... dtd..... for Rs .....Bank Name ..... towards deposit.

Seal & Signature of the of the tenderer/bidder.

**Form-B**  
**(To be filled and uploaded-mandatory)**

To,  
Chief Executive Officer,  
Bhopal Sahakari Dugdh Sangh Maryadit,  
(BSDS) Habibganj, Bhopal 462024

Dear Sir,

I/We here by 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): \_\_\_\_\_  
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.....M/s(with proof)(copy attached yes/no)
8. GST NO. \_\_\_\_\_ dated \_\_\_\_\_(copy attached yes/no)
9. PAN Number (Permanent Account Number-Income Tax):(copy attached yes/no)
10. Have your Co./Unit or its sister concern ever been black listed/debarred by MPCD For its Milk Unions or GOI /GOMP & its undertaking ? YES / NO (copy attached yes/no)
11. Firm registration.(copy attached yes/no)
12. ITR-last Three Financial year(copy attached yes/no)
13. Experience certificate, last three years, for this please submit work order/purchase order/contract/agreement letter (copy attached yes/no)
14. Blacklist declaration (copy attached yes/no)
15. Acceptance to tender scope of work, terms and conditions. (yes)

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

## Section V

# **Special Condition of Contract**

**Special Conditions:**

1. If needed, Negotiations will be done for prices and as well as terms & conditions; only with the bidder who offers the lowest rate.
2. The supplier 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 purchaser.
3. No person or firm is permitted to submit more than one tender under different names. If found, the bids of all involved bidders/firms shall be rejected.
4. If for any reason the successful bidder refuses to accept purchase order/fails to supply as per purchase order/backs out at a later date then the BSDS reserve the right to cancel the order and make purchases from other available alternate sources, at the risk and cost & expenses of the defaulting bidder supplier and firm could be blacklisted for all future dealings. Also the EMD/Security deposit would be forfeited. No further correspondence will be treated/accepted regarding this.

**SECTION VIII- DEVIATION STATEMENT**

**DEVIATION STATEMENT FORMS**

**TECHNICAL DEVIATION STATEMENT**

**FORM PART-A**

**BSDS/PUR/2026/20/1stcall**

- (1) The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (Including justification)
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The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:  
the

Signature and seal of  
Manufacturer/Bidder

NOTE:

- (1) Where there is no deviation, the statement should be returned (uploaded) duly signed with an endorsement indication "**NO DEVIATIONS**"

**BIDDING TERMS DEVIATION STATEMENT**

**FORM PART-B BSDS/PUR/2026/20**

- (2) The following are the particulars of deviations from the requirements of the bidding conditions / terms:

CLAUSE	DEVIATION	REMARKS (Including justification)
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Dated: \_\_\_\_\_ Signature and seal of the  
Manufacturer/Bidder

**NOTE:**

- (1) Where there is no deviation, the statement should be returned (uploaded) duly signed with an endorsement indication "**NO DEVIATIONS**"

## SECTION IX

### CONTRACT FORM

(On the Non-judicial Stamp paper as per the **Stamp Act of Local State Govt.**

THIS AGREEMENT is made at \_\_\_\_\_ on the \_\_\_\_\_ da \_\_\_\_\_ of \_\_\_\_\_, 2025 between *[name and address of BSDS]*, (hereinafter called Principal”) of the one part and \_\_\_\_\_ (hereinafter called “the Contractor”) of the other part:

WHEREAS Bhopal Sahakari Dugdh Sangh Maryadit being desirous of getting the tendered work done and accordingly the Supplier/Contractor has accepted a bid in response to the BSDS Bidding Document Reference \_\_\_\_\_ with regards to undertaking of the \_\_\_\_\_ (description of the WO/PO), for a sum of Rs. \_\_\_\_\_ (Rupees .....)(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES THE FOLLOWING:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions and in Section II & Section IV in the above referred Bidding Document.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
  - a. The offer and price schedule submitted by the Contractor:
  - b. The schedule of requirement/list of items and the technical specifications in Section III, IV and VII in the above referred Bidding Document:
  - c. The terms and conditions in the above referred Bidding Document:
  - d. The Principal’s PO/Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ (File ref.: )
3. In consideration of the payments to be made by the Principal to the Contractor, the Contractor hereby covenants with the Principal to undertake the work (as per the tender) and to remedy defects therein in conformity in all respects with the provisions of the Work Order given by the Principal and Bidding Document.
4. The Union hereby covenants to pay the Contractor, in consideration of undertaking the work / Mechanical and Electrical work and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the Work Order at the times and in the manner prescribed in the Work Order and Bidding Document.
5. Arbitration: In the event of any dispute in the interpretation of the terms of this agreement/purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/accepted purchase order 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 difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to be appointed by mutual consent of both the parties whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules there under or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Bhopal (M.P.).

6. Jurisdiction: Courts at Bhopal, MP, alone shall have jurisdiction regarding any matter arising out of this agreement.

IN WITNESS where of the parties here to have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by  
the said

Signed, Sealed and Delivered by  
the said

Authorized Signatory  
BSDS

Authorized Signatory  
(For the Contractor)

In the presence of:  
Witness

In the presence of:  
Witness

1) Signature

1) Signature

Name  
Address

Name  
Address

2) Signature

2) Signature

Name  
Address

Name  
Address

