

CATTLE FEED FACTORY, PACHAMA, SEHORE
A UNIT OF BHOPAL SAHAKARI DUGDHA SANGH MARYADIT, BHOPAL (M.P.)

TENDER FOR
COBALT CHLORIDE
(FOR ONE YEAR)

07/09/2019

CATTLE FEED FACTORY PACHAMA, SEHORE (M.P.)

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E-Tender for items mentioned in schedule II of this tender documents are being called on behalf of Cattle Feed Factory Pachama, by Bhopal Sahakari Dugdha Sangh Mydt., Bhopal.

Documents

- Schedule - I : General Terms & Conditions for Cobalt Chloride
- Schedule - II : Specifications for Cobalt Chloride
- Schedule - III : Agreement Form.

S.No.	Prose's Details	Date/time (Hrs.)
1	Purchase of Tender Start Date	21.08.19/ 17.00
2	Purchase of Tender End Date	04.09.19/ 17.30
3	Bid Submission End Date	05.09.19/ 09.00
4	Technical Open Date	06.09.19/ 09.00
5	Financial Bid Open Date	07.09.19/ 09.00

Place of opening : MPCDF, BHOPAL (M.P.)

Address for communication : Cattle Feed Factory, Pachama Distt. Sehore (M.P.)

Tender Fees : Rs. 300/- (Online Only)

(This tender document comprises of 10 No. Pages)

Chief Executive Officer

**BHOPAL SAHAKARI DUGDHA SANGH MARYADIT
DAIRY PLANT, DUGDHA MARG: HABIBGANJ: BHOPAL (M.P.)**

SCHEDULE- I

GENERAL TERMS AND CONDITIONS

The Bhopal Sahakari Dugdha Sangh Mydt., Bhopal invites e-tenders on behalf of Cattle Feed Factory, Pachama from suppliers for supply of the Cobalt Chloride the according to the demand at CFF Pachama strictly in accordance with the detailed specifications given in the Schedule-II of the tender document.

1.0 Tender submission:

- 1.1 The tender should be submitted through e-tender as per timetable given on pre-page.
- 1.2 Tenders received by E-Mail / Fax will not be considered.
- 1.3 The tenderers should clearly state in their offers the address for communication together with their mobile no. , address, telephone and Fax No. Any change in the address should immediately be notified to the General Manager Cattle Feed Factory, Pachama, Bhopal so that the correspondence thereafter may be made at their changed address.
- 1.4 The Chief Executive Officer, Bhopal Sahakari Dugdha Sangh Mydt., Bhopal will have full, partial or split orders for supply of Cobalt Chloride in case rates of more than one party are lowest & same, similar etc.

2.0 EARNEST MONEY DEPOSIT

- 2.1 The tenderers shall have to pay Earnest money of Rs. 5,000/-(Rupees Five Thousand) online only while submitting the tender.

3.0 PRICES:

- 3.1 The prices should be quoted F.O.R. Destination Pachama inclusive of packing forwarding, taxes, insurance & transportation charges etc.

4.0 MODE OF DESPATCH:

- 4.1 On receiving orders from Cattle Feed Factory, Pachama the supply of material at Cattle Feed Plant, shall be the responsibility of the supplier, Quality inspection and rejection if any, shall be made at the Cattle Feed Plant Sites. The rejected quantity, if any, shall be lifted by the supplier at his cost.
The rejected material shall have to be lifted by the supplier within a week from the date of intimation from Cattle Feed Plant. The Cattle Feed Plant shall not be responsible for any deterioration due to delayed lifting of the rejected material by the supplier.

- 4.2 Cobalt Chloride to be suitably packed to prevent damages during transit.

5.0 INSURANCE:

- 5.1 Insurance shall be arranged by the Supplier at his cost. The Cattle Feed Factory will not be responsible for any transit damages and losses.

6.0 **PAYMENT:**

6.1 The payment shall be made through RTGS only. The payment will be made after testing of material as per specification.

6.2 No price escalation shall be given in contract period.

7.0 **STATUS OF TENDER:**

7.1 The acceptance of the tender, and award of the purchase order will be the sole right of the Chief Executive Officer, Bhopal Sahakari Dugdha Sangh Mydt for Pachama who does not bind himself to accept a tender in whole or in part. He reserves the right to reject any or all the tenders or their part without assigning any reasons.

7.2 Negligence on the part of tender in filling the tender confers no right to withdraw the tender after it has been opened.

7.3 The quantity mentioned in the tender are tentative and the actual quantity to be procured may vary upward to downward suiting to the actual requirement.

8.0 **LIQUIDATED DAMAGES & PENALTIES:**

8.1 In the case of non –supply of the material/late supply of the material the urgent required quantity of the material shall be purchased from open market at available rate and the difference will be recovered from the a/c of the supplier.

8.2 Once firm delivery dates are communicated by individual Cattle Feed Factory the same shall be strictly adhered to and this forms the essence of the contract. The supplies should be made as per given schedule. In case they are not followed Chief Executive Officer, Bhopal Sahakari Dugdha Sangh Mydt, Bhopal reserves the right to make alternative purchases from open market and the difference of cost. if any, shall be recoverable from the defaulting supplier. In case the supplies are not affected as per schedules the liquidated damages may be charged on the goods not so delivered as under:-

Duration of delay

- a) One week
- b) Two weeks
- c) More than two weeks

Penalty

- 1% of the value of goods.
- 2% of the value of goods.
- 5% of the value of goods.

9.0 **INSPECTION:**

9.1 All the supplies are subject to inspection before acceptance. If goods are rejected due to defective or wrong supply. The rejected goods should be lifted from the CFF within seven days after receipt of our QC Lab report as stipulated in clause (4.1) mode of dispatch failing which the same shall be returned to you at your risk and expenses or disposed off in auction or any other form and the proceeds, if any, less our expenses will be credited to suppliers accounts.

10.0 **SAMPLES:**

10.1 From every consignment the Quality Control Deptt. of Cattle Feed Factory may draw sample of Cobalt Chloride and shall forward the samples for checking the specification, composition and the standard parameter as laid down in tender specifications by the independent agency (NDDB)

10.2 If Material (Cobalt Chloride) do not conform the standards as per enclosed parameter vide.

The testing report of NDDDB then on subsequent information :-

- A. The supplier will be ready to accept the report willingly
- B. The supplier can demand for the second sample of the material for Retesting from approved labs by Cattle Feed Factory upon receipt of the second test report the supplier has to submit it to Cattle Feed Factory.
- C. Upon receipt of the IInd test report Cattle Feed Factory will again got retested thrice to another independent approved lab by Cattle Feed Factory.
- D. Finally the two nearest test results shall be accepted by the both parties & Their mean shall be treated as final test-report for the purpose of payment calculations.

11.0 **WHARFAGE/DEMURRAGE:**

11.1 Wharf age/Demurrage etc. On account of incorrect or delayed dispatch of material documents shall be the responsibility of supplier and shall be recovered from his bill.

11.2 **Rebate:** - As per the enclosed rebate schedule II. The cut off level, for the actual supplies indicates the acceptability level with suitable deductions as specified in the "Rebate Structure" beyond which the material supplied shall be rejected. The cut of level of acceptability given in the next column has relevance for the actual supplies in the respect of successful tenders.

12.0 **TERMINATION OF CONTRACT:-**

Any breach of the terms and conditions of contract shall tender the contract liable to termination/blacklisting of the firm, in addition to the payment of damage etc.

12.1 **BLACK LIST & EMD FORFEIT:-**

CEO,BSDS also reserves the right to cancel the tender after black listing if the performance of tenderer with respect to quality and time of supplies etc. is found unsatisfactory and forfeit the earnest money/security deposit to recover other dues/ amounts in any other way including legal recourse.

13.0 **SPECIFICATIONS : -**

Cobalt Chloride as per enclosed parameter.

14.0 **FINAL AUTHORITY:-**

14.1 It should be clearly understood that in the event of tenderer failing to accept and execute the supply order, decision of the Chief Executive Officer, Bhopal Sahakari Dugdha Sangh Mydt. Bhopal , for imposing penalty etc. Shall be final And binding on the tender.

14.2 At the time of submitting the tender, the tenderer shall give detailed information about their activities in the enclosed format annexed to form A & B.

14.3 In matters of interpretation of the above clauses, the decision of the Chief Executive Officer, Bhopal Sahakari Dugdha Sangh Mydt. Bhopal for CFF Pachama shall be final and binding on all concerned.

14.4 For all disputes the jurisdiction shall be Indore No court outside Indore will have any jurisdiction.

15.0 **ARBITRATION:**

In case of any dispute, if arises between the parties relating to any terms and conditions of the Tender/Agreement and/or regarding the Agreement/Tender before or after the filing of the Tender and/or execution of the Agreement, any party may refer the dispute to a Sole Arbitrator who will be the Pradhikrat Adhikari/Chairman of Bhopal Sahkari Dugdh SanghMydt. Bhopal whose decision and award shall be final and binding to both the parties. The arbitration proceedings shall be under and accordance with the provision of Arbitration and Conciliations Act 1996.

16.0 **AGREEMENT:**

- 16.1 Approved tenderers shall have to execute an agreement on Rs.1000/- non- judicial stamp Paper as per terms and conditions of this Tender with the respective Cattle Feed Plant which shall be valid till One Year from the date of execution of Purchase Agreement.The Present agreement will be effective for a period of One Year from the date of awarding contract. The contract period can be increased / decreased mutually.The Chief Executive Officer, Bhopal Sahakari Dugdha Sangh Mydt. Bhopal for CFF Pachama reserves the right to increase /decrease the requirement of items.

SCHEDULE-II

SPECIFICATIONS OF COBALT CHLORIDE

YEARLY REQUIREMENT PACHAMA : 50 Kg. (APPROX.)

S.no.	Mineral Name	Specification	Cut of level
1	Cobalt Chloride	Co – 24	22
Rebate for Cobalt up to cut off level of 22 %			
Rebate @ 1% of the gross cost of Cobalt Chloride for decrease in Cobalt from 24 to 22%			

(To be executed on Non-judicial Stamp Paper value Rs. 1000/-)

PURCHASE AGREEMENT

This AGREEMENT is made this day----- between M/s----- here in after Call the contractor / supplier which expression shall where the context so admits include heirs, executors successors administrators and assignees) on the **FIRST PARTY** AND Bhopal Sahakari Dugdh Sangh Maryadit Bhopal through its Chief Executive Officer (hereinafter call the **SECOND PARTY** which expression shall be in context to include his successors in the office).

WHERE AS the contractor / supplier has offered to Cobalt Chloride confirming to as per tender No ----- Dated -----to the nominated consignee as specified in the tender document is Rs. -----Per Kg. FOR Pachama as per terms and conditions of this Tender with the Cattle Feed Factory Pachama. Agreement will be effective for a period of One Year from the date of awarding contract. The contract period can be increased for One Year mutually. Where as once firm delivery dates are communicated by Cattle Feed Factory, Pachama the same be strictly adhered to and essence of the contract. the supplies should be made as given schedule, In case they are not followed Chief Executive Officer, Bhopal Sahakari Dugdh Sangh Maryadit Bhopal reserves the right to make alternative purchases from open market and the difference of cost, if any shall be recoverable from the defaulting supplier. In case the supplies are not affected as per schedules the liquidated damages may be charges may be charged on the good not so delivered as under:-

Duration of delay

- a) One Week
- b) Two Week
- c) Beyond two weeks

Penalty

1% of the value of goods.
2% of the value of goods.
The Purchase order shall be treated as cancelled and the EMD may be forfeited.

Where as our normal terms of payment are 80% payment on acceptance of material and 20% after inspection and duly got tested by NDDDB/Authorized lab with in a period of thirty days after receipt. The payment shall be made by accounts payee Cheque only.

Where as No price escalation shall be give in contract period.

Where as first party is agrees to supply Cobalt Chloride as per following guarantee:-

Where as material do not confirm the above standard. The same shall be liable for rejection / rebate and first party has to lift the material at his own cost with in 7 days. Delay in lifting shall attract storage charges as per the rule of CFF, Pachama.

Now therefore the agreement witnesses and it is hereby agreed in accordance with terms and conditions of tender Document.

Witness:

Signature of Contractor
Firm Rubber Stamp
(1st Party)

Chief Executive Officer,
BSDS
(IInd Party)

Witness :

(1).....
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(2)
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Witness :

(1).....
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(2)
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