

***GWALIOR SAHAKARI DUGDH SANGH MARYADIT***  
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**NOTICE INVITING TENDER)**

**Tender Ref.**

Online tenders are invited for Supply, Erection and Commissioning of IBT Coil and work at Daboh Chilling Centre, Gwalior Sahakari Dugdh Sangha Maryadit, from manufacturers and contractors.

<b>Sr.</b>	<b>Brief Description of the Work</b>	<b>Cost of Tender document</b>	<b>EMD (Rs.)</b>
<b>1.</b>	<b>Supply Erection &amp; Commissioning of IBT Coil at Daboh Chilling Centre</b>	500.00	5000.00

- Period of sale of Bid documents : From 06.07.2019 Time 11.30 A.M
- Last date & time for submission of bids : 27.07.2019 Time 02.00 P.M.
- Time & Date of opening of bids : 29.07.2019 Time 04.00 P.M
  
- Place of opening bids : Office of the Chief Executive Officer,  
Gwalior Sahakari Dugdh Sangh Maryadit,  
Gola Ka Mandir, Gwalior - 474005

Corrigendum/amendment if any to this publication would appear only on the above mentioned websites and will not be published elsewhere. The tender form may be obtained from the

<http://www.mptenders.gov.in> by making online payment as applicable as online charges. Chief Executive Officer, Gwalior Sahakari Dugdh Sangh Maryadit, Gwalior reserves right to accept or reject tender in part or full without assigning any reason.

Other details are available in MPCDF website [www.mpcdf.gov.in](http://www.mpcdf.gov.in) .

**CHIEF EXECUTIVE OFFICER**  
**GWALIOR SAHAKARI DUGDH SANGH MARYADIT**

## **GENERAL INSTRUCTION TO BIDDERS**

1. All tenders must be accompanied with EMD as specified in the tender document and must be delivered to the above office at the date and time indicated above.
2. Tenders will be opened in the presence of Tenderers representatives who choose to attend on the specified date and time.
3. In the event of the date specified for tender document receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of tenders and opening of tenders will be the following working day at the appointed times.

**GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR  
GWALIOR DAIRY PLANT, GWALIOR (MP)**

**ANNEXURE-I**

**INSTRUCTIONS TO BIDDERS**

**SCHEDULE-I (GENERAL TERMS AND CONDITIONS)**

Gwalior Sahakari Dugdh Sangh Maryadit Gwalior invites online tenders from reputed manufacturers /authorized supplier, which shall be strictly in adherence to the detailed specification given in the Schedule II of the tender .

**1.1 DECLARATION:**

The submission of a tender by a firm implies that the firm has submitted the offer in full agreement with the terms and conditions of the tender/contract after having read the notice and the terms & conditions of the tender and has made itself aware of scope and specifications of the supplies to be made and the destination where the supplies have to be made and satisfied itself regarding the quality and specifications of the articles.

**2.0 TENDER PURCHASE & SUBMISSION:**

- 2.1 Tender documents can be purchased online from portal <http://www.mptenders.gov.in>. as per the schedule given.
  - 2.2 EMD (Earnest Money Deposit) must be deposited online.
  - 2.3 Only those tender offers shall be accepted for evaluation for proper EMD shall be received.
  - 2.4 The Tender should contain two envelopes as below:  
Envelope – A : EMD Instrument  
Envelope – B : Technical Bid  
Envelope – C : Financial Bid
- Envelopes A & B , in turn shall contain the scanned copy of the required documents as below (stipulated elsewhere) and shall be submitted online with digital signature.And also submit Envelope-A (Containing original instrument of EMD) & B physically before opening the online bid.

Envelope A – EMD Instrument

Envelope – B : Technical Bid

- i) Duly filled in Form A as per schedule III.
- ii) Copy of Registration certificate of the firm.
- iii) Copy of PAN Card
- iv) Copy of GST certificate.

Envelope C – Financial Bid

- i) Duly filled in rate FORM- B under schedule III to be submitted online only.
- 2.5 Negligence on the part of tenderer in filling the tender form as per the desired procedure would be sole responsibility of the tenderer.
- 2.6 The acceptance of the tender and award of the purchase order will be the sole right of the Chief Executive Officer,Gwalior Dugdh Sangh Mydt. who have the right 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.

- 2.7 The tenderers should submit their offers along with necessary drawings as per their specifications which will form the basis of their offer and is an integral part thereof.
- 2.8 The tender should be accompanied with a copy of PAN & sales tax number & copy of Registration of the firm without which the tender shall not be entertained.
- 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.

### **3.0 EARNEST MONEY DEPOSIT**

- 3.1 All the tenderers are required to deposit Earnest Money as specified in Schedule II of the tender document only online . 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 shall be rejected. Earnest money deposit of unsuccessful tenderers will be returned within 15 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.
- 3.3 No interest will be paid on the earnest money for the period during which (the EMD) lies in deposit with Gwalior Sahakari Dugdha Sangh Maryadit.
- 3.4 No exemption for E.M.D. to any registered unit in S.S.I./MSME or any others shall not be considered. Any tender which is not accompanied by Earnest Money Deposit shall be rejected. E.M.D. tenders will be returned within 60 days from the date of opening of the tender.
- 3.5 **Successful bidder has to deposit security deposit equal to 5% of the contract value for 12 months from the date of work order. It may be retained for more time if work is not completed properly in time.**

### **4.0 PRICES**

- 4.1 Rate should be quoted strictly as per the opted specifications of the firm and free from any escalation including all expenses-taxes, freight, installation & commissioning etc.
- 4.2 In case of any doubt as to the meaning of any of the terms & conditions or the specifications, the tendering firm may set forth the particulars there of and submit them to the Gwalior Dugdha Sangh Mydt, in writing that such doubts may be removed before submitting the tender.
- 4.3 The prices charged for the material supplies under the contract by the supplier firm in no event shall exceed the lowest price at which the supplier firm sells the material of identical tender description to any other persons/ firms during the period and until the execution of all supply orders placed during contract period.
- 4.4 Prices offered by the tenderers should be firm and free from all escalations and shall be valid at least for a period of 12 months from the date of approval of rates. We would communicate our rate approval within 15 days of opening of tender.
- 4.5 The tender should clearly specify whether the basic prices quoted are inclusive all taxes and freight.
- 4.6 The tenderer should quote rate on F.O.R at Site basis only.

- 4.7 The lowest rate shall not be the only criteria for approving the tender. Approval of any tender is subject to preference of the material specifications/samples offered by the firms.
- 4.8 If need , negotiations will be done for prices and as well as terms & conditions of material supply only with the lowest firm amongst those offers which are preferred to on the basis of material specifications/sample.

**5.0 MODE OF DESPATCH**

- 5.1 The material shall be dispatched by approved firm under prior intimation. The supplier shall have to carry out proper packing/crating to avoid damage during transit.
- 5.2 Transit Insurance is to be arranged by the approved firm.
- 5.3 Wharfage /Demurrage etc. on account of incorrect or delayed dispatch of material/documents shall be the responsibility of the approved supplier and shall be recovered from the bills.

**6.0 LIQUIDATED DAMAGES:**

- 6.1 If the approved firm 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 the Security Deposit also would be forfeited.
- 6.2 The time period of the awarded works and the date of delivery of the material/services stipulated in the work 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 to. In case they are not followed or in case of delay in execution or non-execution of the order, the Dugdh Sangh reserves the right either to cancel the order and make alternative purchase/ arrange the completion of job from other sources, at the risk and cost & expensed of the defaulting supplier. In case the suppliers & services are not affected as per the schedules, the liquidated damages may be charged on the goods/ services not so delivered as under:

S. No.	Duration of delay	Liquidated Damages
1.	1Month	1%
2.	1 to 2 Months	2%
3.	Beyond 2 Months	5%

**7.0 INSPECTION**

- 7.1 All the bidders are subject to inspection at our stores or where it is installed by bidder at Bidder’s cost before acceptance. If goods/works 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 approved firm 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 suppliers account.

**8.0 PAYMENT**

- 8.1 Payment 100% after Completion of work.

**9.0 CONSEQUENCES OF BREACH OF AGREEMENT**

- 9.1 If the approved firm under the contract commits breach of any of the conditions, it shall be lawful for the Chief Executive Officer, GSDSM/JSDSM to cancel the contract and to purchase material from any other alternate sources on the risk and cost of the defaulting firm.

9.2 If any act of commission or omission of the firm under contract brings Gwalior Sahakari Dugdha Sangh Mydt. to dispute then GSDSM shall be competent to debar/blacklist the firm from further business.

10.0 **Documents to be submitted with the Tender (Mandatory)**

- a) Copy of Registration Certificate of the Firm / Organization (Tenderer).
- b) **Copy of Permanent Account Number (PAN)**
- c) Copy of GST Certificate

11.0. **DELIVERY:** Supply, Erection ,Installation & Commissioning shall be commenced within 1 months (including rainy season) from the date of receipt and acceptance confirmation of order or from the date of contract agreement whichever is applicable. In case of any delay due to assembling or any other technical reasons, supplier will have to communicate in advance in written to the CEO, Gwalior Sahakari Dugdh Sangh Maryadit ,Gwalior.

GSDS may give work order in phase manner as per the required

13.0. **FORCE MAJEURE**

Force majeure condition is herein defined as:-

- (a) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- (b) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
- (c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipments etc.
- (d) Strikes slow down, lockouts continuing for more than three (3) weeks.
- (e) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.
- (f) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

14. **EXTENSION ORDER**

The GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR-. Reserves right to place an extension order for any additional quantity to the extent of 100% quantity of the original order on the same rates, terms and conditions within six months from the date of order.

15. **RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS**

All amount recoverable from the successful Tenderer against earlier contracts including orders on sister concern with the GWALIOR SAHAKARI DUGDH SANGHA MARYADIT,GWALIOR-.will be adjusted from payment due against the contract that may be awarded under this specification.

16. **COMPLIANCE OF REGULATIONS**

The supplier should execute and deliver such documents, as may be needed, by the purchaser in evidence of compliance. All laws, Rules and Regulations are required to be incorporated in this reference. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the supplier and the purchaser shall not be responsible in any manner whatsoever.

17. **CANCELLATION OF ORDER**

17.1 The GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR-. May upon written notice of default, terminate contract in the circumstances detailed hereunder:-

- a) If in the opinion of the GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR, the supplier fails to deliver the material or complete the work within the time specified or during the period for which extension has been granted by the GSDS.
- b) If in the opinion of the GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR, the supplier fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.
- c) As a result of stage inspection, if applicable, it is revealed that material and/ or, workmanship is substandard which is likely to affect the performance of the finished product, a notice would be served by the GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR-. to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

17.2 In the event of such termination, GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR shall exercise its discretionary power as :-

- a) To recover from the supplier the agreed liquidated damages.  
OR
- b) To purchase from elsewhere after giving due notice to the supplier on account and at the risk of the supplier such stores/ material not so delivered or others of similar description in respect of consignment not yet delivered.

OR

- c) To cancel the contract reserving GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR-. 's right to recover damages.

17.3 Notwithstanding that the powers under clause (a, b & c) referred to above, are in addition to the rights and remedy available to the GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR under the general law of India relating to Contract.

17.4 In the event of risk purchase of stores of similar description, the opinion of the GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR shall be final. In the event of action taken , the supplier shall be liable to pay for any loss, which the GWALIOR SAHAKARI DUGDH SANGHA MARYADIT, GWALIOR-. may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.

18. **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 filling of tender and /or execution of the agreement, any party may refer the dispute to a sole arbitrator who will be the Chairman/PRADHIKRAT ADHIKARI of Gwalior Sahakari Dugdh Sangha Maryadit ,Gwalior or a person nominated by him whose decision and award shall be final and

binding to both the parties. The arbitration proceedings shall be under and accordance with provision of Arbitration and Conciliation Act 1996.

Supplies under the Contract shall be continued by the supplier during the arbitration proceedings, unless otherwise, directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators or of the Umpire, as the case may be, is issued.

19. **JURISDICTION**

Any dispute or difference, arising under, out of, or in connection with this tender/ contract order shall be subject to exclusive jurisdiction of competent court at Gwalior only.

**CHIEF EXECUTIVE OFFICER  
GWALIOR SAHAKARI DUGDHA SANGH MARYADIT**



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**ANNEXURE - II**

**TECHNICAL SPECIFICATION FOR MILK CHILLING PLANT USING  
AMMONIA REFRIGERATION PLANT**

Sr. No.	Description	Qty
1	'U' Type Ice Bank Tank Coils of 2100 RFT (14 PH x 9RD x 16.4 Feet) made from 32 mm (1-1/4") black heavy ERW pipe with spray galvanized, complete with header, risers  Existing Tank Size: 6 Mtr x 2.5 Mtr x 2.4 Mtr High	01 No.