



**UJJAIN SAHAKARI DUGDH SANGH MARYADIT**  
**MILK PLANT – MAKSI ROAD, UJJAIN (MP) PIN -456010**  
E-mail - [udsplant@yahoo.com](mailto:udsplant@yahoo.com), Phone 0734-2527071

GST : 23AAAAU0051C1ZB (AN ISO 9001:2015 And 22000:2005 CERTIFIED ORGANISATION) Pan : AAAAU0051C

Tender Ref No: 882/USDSM/ 2022/UJJAIN

Date: 07-03-2022

## **TENDER DOCUMENTS**

**YEAR-2022-23**

**Tender for Supply of Dairy Plant machinery**

### **INDEX**

Schedule I	:	General terms & conditions
Schedule II	:	Material Specifications & Scope of work
Schedule III	:	Tenderers details
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Last date & time for issue of tender form	:	23-03-2022 up to 02:30 pm.
Last date & time of submission of Tender	:	23.03.2022 up to 02:30 pm.
Date & Time of opening of tenders (Technical bid)	:	24-03.2022 at 03:00 pm.

**CHIEF EXECUTIVE OFFICER**  
**Ujjain Sahakari Dugdh Sangh Maryadit**



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Date: 07-03-2022

**E- Tender Notice**

Ujjain Sahakari Dughdh Sangh Maryadit Ujjain invites on-line tenders from Manufacturers /Suppliers / contractors having adequate experience in design, fabrication, supply, of SS Cold Room Doors .Tender document is available & can be downloaded from the website <https://www.mptenders.gov.in> from 09-03-2022 from 11:30 AM. The tender document is also available on the website [www.sanchidairy.com](http://www.sanchidairy.com), [www.sanchiujjain.com](http://www.sanchiujjain.com) of M.P. Co-Operative Dairy Federation to read the terms & conditions, scope of works etc. as a reference only. The CEO, USDS reserves the right to accept or reject any or all the tenders without assigning any reasons.

S.No.	Particulars	Qty.	EMD	Cost of Tender doc	Last date for purchase of tender Form
1.	Supply of Insulated Cold Room Doors with SS frame	09 unit	Rs 10,000/-	Rs. 1,000/-	23.03.2022 up to 02:30 pm

**Chief Executive Office**  
**Ujjain Sahakari Dughdh Sangh Maryadit**

**UJJAIN SAHAKARI DUGDH SANGH MARYADIT, UJJAIN**  
**ANNEXURE-I**  
**INSTRUCTIONS TO BIDDERS**

1. Tenders are invited for the Supply of Cold Room Doors from reputed Manufacturers/Authorized Suppliers/Channel Partners.
2. The Tenderer are requested to go through the tender document's instructions and various terms and conditions contained in Annexure-I to II. It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted. The Tenderer should also note that in absence of any of the schedules, their offer is likely to be rejected.
3. All the details to be filled as per tender document format and tenderer should read all instructions for compliance before submitting his tender.

**Terms & Conditions**

**1. BASIC QUALIFICATION OF TENDERER**

This tender is open for registered and reputed manufacturer/authorized suppliers/channel partners who provide satisfactory evidence:-

- (i) Bidder must quote the experience certificates of above work
- (ii) Preference will be given to Indian manufacturer so that stage wise inspection of Equipment can be offered to check the quality of product.
- (iii) Preference will be given to the tenderer having Separate Spare & Service Dept and having sufficient Number of service Engineers.

**2. EARNEST MONEY**

The supplier shall deposit the Earnest Money amount (EMD) of amount Rs. 10,000.00 for complete work .In case, the supplier withdraws his offer during the validity period, after placement of order, the EMD amount shall be forfeited.

**(i) RETURN OF EARNEST MONEY TO TENDERER**

EMD shall be returned to the un-successful Tenderer, as soon as possible, after the tender is decided and on execution of agreement with successful tenderer. No interest shall be paid on EMD amounts.

**3. TAXES AND DUTIES**

a) All taxes and duties should be *included in the prices quoted*. Any kind of taxes and duties shall not be paid extra. However, the breakup of taxes & duties must be indicated separately.

**4. AMENDMENT IN SPECIFICATIONS**

The **UJJAIN SAHAKARI DUGDH SANGH MARYADIT, UJJAIN** may revise or amend the specification prior to the date notified for opening of Bid of tender. Such

revision/amendment, if any, will be communicated uploaded on website <https://www.mptenders.gov.in>.

**5. DELAYED/ LATE SUBMISSION OF TENDERS**

The UJJAIN SAHAKARI DUGDH SANGH MARYADIT, UJJAIN shall not assume any responsibility for any postal delays either for the late receipt of documents by supplier or late receipt of tenders by the USDS. No Extension in time shall be granted on such grounds.

**6. ALTERNATIVE TENDERS**

Tender should be submitted Online, any alternative offers are liable for rejection.

**7. MISTAKES IN TENDERS**

Rates should be quoted in both, figures and words. In case of ambiguity between rates in figures and words, lower of the two/beneficial to the UJJAIN SAHAKARI DUGDH SANGH MARYADIT, UJJAIN shall be considered. Such offers can also be rejected on recommendation of committee.

**8. Documents to be submitted with the Tender (Mandatory)**

- a) Copy of Registration Certificate of the Firm / Organization (Tenderer).
- b) Copies of purchase/work orders last five year .
- c) Copy to latest Income Tax returns & copy of Permanent Account Number (PAN) and GST No.
- d) Clint list
- e) Completion/Performance certificates
- f) Income Tax/Sales Tax return of last two years

**9. ALTERATIONS/CORRECTIONS IN TENDERS**

Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

**10 INCOMPLETE TENDERS** :Tender which is incomplete or obscure in any form is liable for rejection.

**11. ACCEPTANCE OF PART/WHOLE TENDERS & NEGOTIATION OVER TENDERERS RIGHTS THEREOF**

- (A) Chief Executive Officer, Ujjain Sahakari Dugdh Sangh Maryadit, has the Power to Negotiate with lowest tenderer on the tender date or any suitable date decided thereof.
- (B) Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain reserves the right to accept/ reject wholly or partly any tender without assigning any reason whatsoever. The Dugdh Sangh in this regard shall not entertain any correspondence.

**12. AMBIGUITIES IN CONDITIONS OF TENDERS**

In case of ambiguous or self-contradictory terms/conditions mentioned in the tender, interpretation as may be advantageous to the Dugdh Sangh shall be taken without any reference to the tender.

**13. DIS-QUALIFICATION OF TENDERS**

Tender which gets opened before the due date as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified.

Tenderer will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of Price Bid. In such events, otherwise, that is, when a supplier does not comply, tender will be rejected.

**14. DEVIATIONS FROM TERMS & CONDITIONS :-**

Offers with deviations in the terms of payment, liquidated damages, EMD and performance guarantee are liable to be rejected out rightly.

**15. SUBMISSION OF TENDERS**

It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the purchaser, without assigning any reason thereof However, due intimation shall be communicated in such a case.

**16. VALIDITY OF TENDERS**

The offers shall be valid for 180 days. Validity of the offer shall be counted from the date of opening of tenders. Those who do not agree for a validity of 180 days will do so at their own risk and their offers are liable to be rejected.

**17. ACCEPTANCE OF TENDER**

- i) The Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain may reject any or all tenders or to accept any tender considering advantageous to DUGDH SANGH whether it is the lowest offer or not.**

**18. PAYMENT TERMS:-**

Payment shall be made by A/c payee Cheque or RTGS only. The Schedule of Payment shall be as follows:

- a) 100% after the safe receipt of material at site.

**19. PRICES AND STATUTORY LEVIES**

- (i) The tenderer should quote price F.O.R. destination including Erection, Installation &Commissioning and trial run charges on turnkey basis. However, break up of following elements may be indicated separately :-**

- (a) Unit Ex-works/Ex-go down rate including packing and forwarding.
  - (b) Excise Duty applicable on Ex-works price as on date of Tender.
  - (c) Tax : GST / IGST
  - (d) Freight charges
  - (e) Any other levy/taxes.
  - (f) In case of exemption from GST / IGST tax, documentary evidence shall be furnished with the offer.
  - (h) No revision on any account shall be allowed during execution of the order.
- (ii) Prices offered by the tenderer should be firm and free from all escalations. The prices offered should be valid at least for a period of 90 days from the date of tender opening. Rate approval shall be communicated within 30 days from the date of tender opening.
  - (iii) The Material to be supplied shall be dispatched to site by Road transport under intimation to the purchaser and consignee. Depending upon the type of material, the supplier shall have to carry out proper packing/crating to avoid damage/breakage during transit. Road permit for dispatch of material if required will be sent by USDS on written request from supplier.
  - (iv) After rate approval, the party shall have to execute an agreement on a non—judicial stamp paper worth Rs. 500/- to be executed with Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain

**20. TRANSIT RISK**

- (a) Responsibility regarding covering of risks during transit of material shall entirely be on the supplier. Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain shall, in any case, not bear the transit risks/ transit insurance charges.
- (b) Insurance shall be arranged by the supplier.

- 21. DELIVERY:** Supply shall be commenced within 01 months 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 Ujjain Sahakari Dugdh Sangh Maryadit , Ujjain

**22. 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 equipment's 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.

23. The original bills should be forwarded to the paying authority and should be marked "ORIGINAL". The bill should indicate GST Registration Number and date. The invoice in triplicate with relevant documents such as Material Receipt in good condition etc. should be submitted to Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain

24. **PERFORMANCE GUARANTEE/WARRANTY**

- 24.1 If during the course of 18 months subsequent to the date of receipt of consignment or 12 months from the date of commissioning whichever is earlier (wherever applicable) any of the goods found to be defective in materials or workmanship or develops defects during service, they will have to be replaced by the supplier, free of all charges. All necessary arrangements on these accounts will be made by the supplier.
- 24.2 The said material if required to be replaced, shall be collected by the supplier/ firm from Area Stores/ work site at their own cost and at their own responsibility. These materials will like-wise be returned duly repaired/ replaced and tested subsequently by the supplier to the destination indicated on "FREIGHT PAID BASIS" at their cost in a reasonable time of 30 days from the date of intimation. The guarantee period as stipulated in clause 32.1 above shall also be applicable for repaired/replaced material, which shall however be counted afresh from the date of its delivery in our stores/site.
- 24.3 Further, it is clarified that all the charges towards supply of fabrication materials including packing, forwarding, loading, unloading shall be borne by the supplier. The amount deposited under security deposit clause shall also cover the performance guarantee of the material.  
All equipment/ line materials reported failed within the specified guarantee period may be replaced free of cost by the supplier.
- 24.4 Actual cost of dismantling and replacement of these equipment's/ materials with the new ones may be charged to the supplier's account. To and fro transportation cost of such failed equipment may also be borne by the supplier/ supplier.
- 24.5 In the event of the supplier's inability to adhere to the aforesaid provisions, suitable penal action will be taken, which may include blacklisting of the firm for future business with the Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain. for a certain period.

25. **COMPLETENESS OF EQUIPMENTS**

The equipment/material shall be completed in every respect with all minor fittings and accessories, even though these may not be specifically mentioned in the purchaser's specifications or the tender's offer. The supplier shall not be eligible for any extra price in

respect of such minor fitting and accessories which can be considered as an essential part of the basic equipment even though not specifically mentioned in the specification or in the offer.

**26. EXTENSION ORDER**

The Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain 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.

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

All amount recoverable from the successful Tenderer against earlier contracts including orders on sister concern with the Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain will be adjusted from payment due against the contract that may be awarded under this specification.

**28. 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.

**29. CANCELLATION OF ORDER**

29.1 The UJJAIN SAHAKARI DUGDGH SANGH MARYADIT, UJJAIN -. May upon written notice of default, terminate contract in the circumstances detailed hereunder:-

a) If in the opinion of the Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the USDS.

b) If in the opinion of the Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain, 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 Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

29.2 In the event of such termination Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain 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 Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain is right to recover damages.

29.3 Notwithstanding that the powers under clause (a, b & c) referred to above, are in addition to the rights and remedy available to the Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain under the general law of India relating to Contract.

29.4 In the event of risk purchase of stores of similar description, the opinion of the Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain shall be final. In the event of action taken under clause 39.2(a) or (b) above, the supplier shall be liable to pay for any loss, which the Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.

29.5 The decision of the CEO, Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain shall be final regarding the acceptability of the stores supplied by supplier and the Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/ material.

29.6 In the event, Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain does not terminate the order as provided in clauses above, the supplier shall continue execution of order, in which case he shall be liable to the Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain

### **30. 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 Managing Director of MPCDF Bhopal 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 accordarice 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.

### **31. 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 Ujjain only.

**32. RANDOM TESTING-**

Inspection of material after receipt or waiver of inspection will not relieve the supplier from his responsibility to supply the material strictly in accordance with the specification. The Ujjain Sahakari Dugdh Sangh Maryadit,Ujjain In case, the samples fail to withstand the required test, the entire lot will be liable to be rejected (i.e. unused material so supplied) and the supplier will have to refund the amount paid, including all taxes and duties, as well as the test charges thereof, after inspection. Such quantities or rejected material as identified, shall be removed by the supplier and replaced in full at his own cost.

**33. CORRESPONDANCE:-**

Copies of all important correspondence on subject should be sent to "CEO, Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain".

**34. CONSEQUENCES OF BREACH OF AGREEMENT**

If the authorized person of the unit or a partner in the contract/tendering firm commit breach of any of the conditions of agreement it shall be lawful for the Chief Executive Officer, Ujjain Sahakari Dugdh Sangh Mydt, to cancel the contract and purchase or authorize to purchase stores at the risk and costs of the unit.

**35.0 DISPUTE ARBITRATION & FINAL AUTHORITY**

35.1 It should be clearly understood that in the event of any dispute between supplier and purchaser due to deviation from any terms and conditions of work order & contract agreement, the decision of the Managing Director MPCDF Bhopal in this respect will be final and binding on the both supplier and purchaser.

35.2 Judicial Area will be Ujjain.

**36. Liquidated damages**

If the supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the contract, the purchaser shall, with out prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to:

- i) Up to 15 days 1% of the contracted value
- ii) Between 16 to 30 days 2% of the contracted value
- iii) Beyond 30 days 5 % of the contracted vale.

CEO USDS reserves the rights to either to cancel the order and make alternative purchase from other sources at the risk and cost of the of defaulting supplier.

**Chief Executive Officer**

## ANNEXURE - II

### A. Technical Specification for Cold Room Doors

#### 1. Insulated cold room doors with frame

- Prefabricated PUF door having thickness 80mm thick
- PUF both sides SS 304 Cladded (0.6 mm thick)
- The density of PUF shall not be less than 38 kg/cm<sup>2</sup>,
- The door shall have heavy duty hinges, lock, push rod etc of SS 304.
- Frame Should be made of SS 304.

### B. Safe supply of material in to USDS store

#### Envelop-A

#### Form —A PART -I

#### Technical Bid

#### Technical Specification for Cold Room Doors

S.No.	Item	Unit	Specification	Remarks
1	Insulated cold room doors with SS frame	09	<ul style="list-style-type: none"><li>• Prefabricated PUF door having thickness 80mm thick</li><li>• PUF both sides SS 304 Cladded (0.6 mm thick)</li><li>• The density of PUF shall not be less than 38 kg/cm<sup>2</sup>,</li><li>• The door shall have heavy duty hinges, lock, push rod etc of SS 304.</li><li>• Frame Should be made of SS 304.</li></ul>	

Date :

Place :

Signature of authorized Signatory of the Unit  
(with seal)



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**ANNEXURE – III**

**(Details of bidder to be submitted along with the offer)**

I/We hereby furnish following particulars about our units:

1. Name of the Unit : M/s
2. Address of the Unit : 1. Office  
2. Factory
3. Name of Proprietor /Partner : 1.  
With mobile No. & email id. 2.
4. Detail of organization :
5. Name with designation of other person authorized to sign the document on behalf of the unit, if any (Authority letter should be Produced) :
6. Telephone Nos. Office : \_\_\_\_\_ Factory \_\_\_\_\_
7. Particulars of the Registration Certificate Issued by the Competent authority (Registration No. & Date) : \_\_\_\_\_
8. Pan Number :
9. GST Registration number :  
Upload the copy.

**Signature & Seal of the Bidder**

**UJJAIN SAHAKARI DUGDHA SANGH MARYADIT, UJJAIN**

**(To be submitted along with the offer)**

**Envelop-B**

**Form —B PART -I**

**Price Bid**

**Tender Ref No: 882/USDSM/ 2022/Ujjain**

**Date: 07-03-2022**

S.No.	Item	Unit	Rate per unit with P&F/ Insurance/ Transportation (FOR Ujjain Plant) per unit
<b>1</b>	<b>Insulated cold room doors with SS frame as per the Specification</b>	09	

**Date :**

**Place :**

**Signature of authorized of the Unit  
(with seal)**