

## **UJJAIN SAHAKARI DUGDH SANGH MARYADIT**

### **MAKSI ROAD UJJAIN**

E-mail: purchaseuds@gmail.com

Ref No: USDS/PUR/2022/ Date: 03-08-2022

## **E-TENDER NOTICE (2<sup>nd</sup> call)**

Ujjain Sahakari Dugdh Sangh Mayradit Invites online E-tenders from the manufacturers/suppliers for the supply of **Dahi Jar 05 kg** for the year 2022-23. The tender documents containing the terms and conditions can be purchased online & downloaded through website <a href="https://www.mptenders.gov.in">https://www.mptenders.gov.in</a> from 04-08-2022 11:00AM . The tender will be submitted up to 24-08-2022 Til 1:00 PM. Technical bid will be opened on 25-08-2022 at 3:00 PM. The detailes of Tender can be seen (only for reference) at our MPCDF website: <a href="www.sanchidairy.com">www.sanchidairy.com</a>

For digital Signature please contact M.P. State Electronic Development Corporation Ltd., Arera Hills, Bhopal on toll free no. 18002588684. Corrigendum/Amendment if any to this publication would appear only on the above mentioned websites and will not be published else where.

CHIEF	EXECUTIVE	OFFICER
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महाप्रबंधक (सं.स. / यांत्रिकी / क्य) प्रभारी(एमआईएस) प्रभारी(गु.नि.) प्रभारी(वित्त)



## UJJAIN SAHAKARI DUGDH SANGH MARYADIT

E-mail: purchaseuds@gmail.com

Ref No: USDS/PUR/2022/ Date: 03-08-2022

The tender notice, tender documents, containing the terms and conditions can be purchased online & downloaded through following website <a href="http://www.mptenders.gov.in">http://www.mptenders.gov.in</a>

# E-TENDER FOR SUPPLY OF PACKAGING MATERIAL FOR Dahi jar 05 kg THE YEAR 2022-23 (2nd call)

#### TENDER DOCUMENT

Schedule I : General Terms & Conditions.

Schedule-II : Specifications

Schedule III : Form A

Schedule IV : Price Schedule

Schedule V : Purchase Agreement Schedule VI : EMD Exemption Letter

Tender Cost : Rs.500/-(Rupees five hundred only)

EMD : Rs.20000.00

Tender Document Download/Sale Start Date : 04-08-22 11:00 AM Onwards Tender

Document Download/Sale End Date : 24-08-22 Time 01:00 PM

Bid Submission Start Date : 04-08-22 Time 11:00

Bid Submission End Date : 24-08-22 Time 01:00 PM

Bid Opening Date : 25-08-22 Time 03:00 PM

Place of opening of Tender : Office of the UJJAIN Sahakari Dugdha

Sangh Maryadit, UJJAIN.

Address for Communication : The CEO, UJJAIN Sahakari

Dugdha Sangh Maryadit , Maski Road , UJJAIN 456010

CHIEF EXECUTIVE OFFICER

#### **SCHEDULE - I**

#### General Terms & Conditions for tender submission & material supply

UJJAIN Sahakari Dugdh Sangh invites online e-tenders (Two Bid System) from the manufactuerers for the supply of Packing Material for the year 2022-23, strictly in adherence to the detailed specifications given in the schedule II of the tender documents.

CEO UJJAIN Sahakari Dugdha Sangh Mydt., UJJAIN reserves the right to accept or reject any or all tenders at any stage, which in their opinion justify such actions, without further explanation to the tenderers.

#### 1.0 <u>DECLARATION</u>:

The submission of a tender by a tenderer implies that he/she has read the notice and conditions of the tender and the terms and conditions of contract and has made himself/herself aware of scope and specifications of the supplies to be made and the destination where the supplies have to be made and satisfied himself/herself regarding the quality and specifications of the articles.

#### 2.0 TENDER SUBMISSION:

- 2.1 Individuals signing on the tender and other related documents (a copy of entire Tender Document should be sealed and signed must be uploaded) must specify in which capacity of the firm he/ she has signed the documents. (copy to be uploaded –mandatory)
- 2.2 The tenderer(s) should clearly state in their offer the address, telephone, fax, e-mail. Any change in the address should immediately be communicated to the Chief Executive Officer, UJJAIN Sahakari Dugdh Sangh Mydt, UJJAIN and correspondence thereafter will be made at the changed address.
- 2.3 Negligence on the part of tenderer in filling the tender form offers him/her no right to withdraw the tender after it has been opened.
- 2.4 The acceptance of the tender and award of the purchase order will be the sole right of the Chief Executive Officer, UJJAIN Sah. Dugdha Sangh Mydt. UJJAIN who does not bind himself to accept a tender in whole or in part or reject any or all the tenders received without assigning any reasons and no explanation can be demanded of the cause of rejection of the tender by any tenderer.
- 2.5 As the commodity is so vital in nature, the Chief Executive Officer, USDS reserves the right to place order for whole requirement with any tenderer or split the orders among one or more tenderers or not to purchase at all any item even after rate approval.
- 2.6 Each tender should be accompanied with copy of PAN, GST number and firm registration without which the tender may not be entertained. (Copy to be uploaded –mandatory and all documents should be in the same name of Firm/Establishment).
- 2.7 The Tenderers should submit the tender rates in the Schedule IV only. The conditional tenders are liable to be rejected.
- 2.8 No person or firm is permitted to submit more than one tender under different names.
- 2.9 The tenderer shall not sublet the contract or assign to any other party or parties, the whole or any portion of the contract without prior written permission of Chief Executive Officer, USDS during the supply.
- 2.10 Tenderer shall fill all the details of the unit in the enclosed form- A in schedule-III. (copy to be uploaded mandatory).
- 2.11 Tenderer offering rates for packing materials shall submit COA and Food Grade Migration Report for Dahi Jar as per IS:9845 from NABL lab with each consignment mandatorily as per FSSAI packaging regulation 2018 clause 3.2 & 3.14.
- 2.12 If food grade migration certificate is not provide by the supplier at time of supply of material, then USDS UJJAIN will get the test at its own from NABL lab and charges will be deducted from the bill of supplier.
- 2.13 Only Agmark license holder printers/manufactures are eligible to participate in tender for Ghee duplex cartoon .
- 2.14 Presently the rates invited for one year from the approval date of rates, it can be extended to further six months on the basis of mutual agreement if quality and supply of materials found satisfactory. Wherever there is variation in the requirement of quantity, the delivery schedule shall also be modified accordingly by the UJJAIN Sahakari Dugdh Sangh Maryadit, UJJAIN.

#### 3.0 EARNEST MONEY DEPOSIT:

**3.1** All the tenderers are required to deposit Earnest Money Rs.20000.00 online only. 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.

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- 3.2 Any tender which is not accompanied by Earnest Money deposit are liable to be rejected. EMD Exemption allowed only to the bidders who registered with M.S.M.E and having their establishment situated in M.P. State. As the tender will be finalized the unsuccessful tenderers will get back the EMD from MP TENDERS (as per their norms) on line. 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 without any interest amount.
- 3.3 No interest will be paid on the earnest money for the period during which (the EMD) lying in deposit with UJJAIN Sahakari Dugdha Sangh.Maryadit.

#### 4.0 PRICES:

- 4.1 Rate should be quoted for the material as per the specifications given in the schedule II of the tender document. 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 UJJAIN Sah. Dugdha Sangh Mydt, in writing that such doubts may be removed before submitting the tender.
- 4.2 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 30 days of opening of tender.
- **4.3** The Tenderer should quote rate on F.O.R Dairy Plant UJJAIN basis.
- **4.4** The tender should quote rates and GST Extra.
- 4.5 If needed be, negotiations will be done for prices and as well as terms & conditions of material supply only with the party which offers the lowest rate.
- 4.6 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.
- **4.7** The lowest rate shall not be the only criteria for approval of the tender.
- **4.8** For Crates/Dahi jar 05, /15 kg jar Price Escalation will be valid as per the company price list of raw material suppliers (Reliance/ 10CL/BPCL/HPCL) at the time of delivery.

#### 5.0 MODE OF DESPATCH:

- 5.1 The material to be supplied by qualified firm shall be dispatched to the dairy under prior intimation. Depending upon the type of material, the supplier shall have to carry out proper packing/crating to avoid damage during transit.
- **FOOD GRADE MIGRATION CERTIFICATE** from NABL lab for material which is coming in direct contact of food i.e. Material, is to be provided with every supply as per FSSAI packaging regulation 2018 clause 3.14 & 3.2.
- **5.3** Wharfage /Demurrage etc. on account of incorrect or delayed delivery/dispatches of material/documents must the responsibility of supplier and shall be recovered from the bills.

#### 6.0 PRINTING:

Printing work on each & every items should be printed as per USDS approved Artwork.

- a) The Barcode printing found unreadable then entire supply will be rejected.
- b) For the first time the bidder shall bear the cylinder manufacturing cost / expenses.

#### 7.0 ACCEPTANCE / PENALTY

- **7.1** Material must be supplied as per specification of USDS UJJAIN.
- 7.2 If printing found faded/Blurred then Full Consignment shall be rejected. If Supplies item get used on the basis of emergency requirement then a penalty of 10% of the cost will be imposed on firm.
- 7.3 If item's GSM found lesser than as specified in tender specification then a pro-rata deduction will be made in an emergency used otherwise the whole consignment shall be rejected.
- 7.4 In such condition when deficiencies are found more than one than the decision of CEO on recommendation of purchase committee shall be final.
- 7.5 In condition, if any consignment happens to declared as rejected, the supplier should have to visit USDS to know the causes for his own satisfaction.
- 7.6 The rejected material shall not be return to the supplier. To avoid any misuse of rejected material it shall be destroyed within a stipulated time of not more than 1 month, in presence of supplier at supplier cost and no payment shall be made for the rejected material.

#### 8.0 LIQUIDATED DAMAGES;

8.1 The time period and the date of delivery of the material stipulated in the purchase order shall be deemed to be the essence of the contract. Once firm delivery date(s) are fixed for supply of material they shall be strictly adhered too. In case they are not followed, or in case of delay in execution or non-execution of the order, the Dugdha Sangh reserves the right either to cancel the order and make alternative purchases from other sources, at the risk and cost & expenses of the defaulting supplier. In case the supplies are not affected as per the schedules, the liquidated damages may be charged on the goods not so delivered as under:-

Sl.No.	Duration of delay	Liquidated Damages
1.	Upto 15 days	1% cost of the unit.
2.	Between 16 to 30 days	2% cost of the unit
3.	Beyond 30 days	Upto 5% cost of the unit.

- **8.2** If the qualified tenderer fails to make supply as per purchase order without any valid reason, the order would be treated as cancelled and the firm may be blacklisted for future dealings and EMD also would be forfeited by the management.
- 8.3 If the qualified tenderer fails to make supply of the materials within required time/as per specification/material quality printing as per USDS approved art work, USDS UJJAIN will have right to purchase materials from the other bidders whom participated in the same tender and willing to supply the material on L-1 approved rates for which USDS will take the consent of other bidders too. For the issue of purchase order the proportionate ratio will be 60:40. The L-1 supplier fails to supply materials then the entire requirement shall be fulfilled through the other bidders and if the other bidders didn't agree to supply the material on L-1 approved rates the difference amount would be charged from deposited EMD or their pending bills of L-1 bidders if purchases were effected on higher price.

#### 9.0 **INSURANCE**:

Insurance is to be arranged by the tenderer.

#### 10.0 INSPECTION:

- All the materials supplies are subject to inspection at our stores before acceptance. If goods are rejected due to defective or wrong supply, the report of our authorized official in this respect shall be FINAL and no correspondence on the subject would be entertained. If the material is not found as per specification of USDS UJJAIN the consignment will be rejected shall not be returned. Supplier will be informed regarding rejection by post /e-mail supplier should attend this office within 15 days of the receipt of intimation so that the material could be rechecked and destroyed in his presence. If the supplier doesn't attend this office on time then the material will be destroyed by USDS. No payment shall be made against the rejected materials.
  - **10.2** Sample of the articles should be sent/produced before the competent authority if asked for within 3 days or as mutually agreed.
  - **10.3** Bidders has to submit their customers list along with the performance report of consignee is compulsory. (copy to be uploaded mandatory).

#### 11 PAYMENT:

Our normal terms of payment is full payment after receipt, inspection and acceptance of materials in our stores within a period of about 30 days after receipt. Such payments shall be made through RTGS.

#### 12 TERMINATION OF CONTRACT:

If any act of commission or omission of a unit under contract brings UJJAIN Sah. Dugdha Sangh Mydt. To dispute, then the Milk Unions shall be competent to debar/blacklist the unit from further business.

#### **CONSEQUENCES OF BREACH OF AGREEMENT:**

If any firm under the contract commits breach of any of the conditions, it shall be lawful for the Chief Executive Officer, UJJAIN Sahakari Dugdha Sangh Mydt. To cancel the contract and to purchase material from any other alternate sources on the risk and cost of the defaulting unit.

#### <u>14</u> <u>DISPUTE ARBITRATION & FINAL AUTHORITY:</u>

- 14.1 It should be clearly understood that in the event of a successful tenderer failing to accept and execute the supply order, then decision of the Chief Executive Officer, UJJAIN Sah Dugdha Sangh Mydt., in this respect will be final and binding on the successful tenderer.
- 14.2 For all matters of dispute, the decision of the M.D., M.P.C.D.F. Under Arbitration and Conciliation Act. 1996 shall be final and binding on all the concerned.
- 14.3 For all disputes, the venue for legal course shall be at UJJAIN.
- 14.4 If the tender opening date become any govt. holiday then the next day may considered for tender opening.

Chief Executive Officer UJJAIN Sahakari Dugdha Sangh Mydt. UJJAIN

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## **LETTER HEAD OF FIRM**

To, Chief Executive Officer, Ujjain Sahakari Dugdha Sangh Mydt. Maxi Road, Ujjain (M.P.)

**Sub: FOOD GRADE CERTIFICATE.** 

Dear Sir,

We certify that the rates quoted for various packaging material namely ----- are of food grade quality only and we shall be making supplies to your firm strictly as per food grade quality standards.

Thanking You,

Yours faithfully, Proprietor (Signature & Seal)

# Dahi Jar Specifications of 05 kg jar

A

A	1			
S.no	Particulars	Units	Requirements	Variations
				Remarks
1	Raw Material		White color food grade HDPE	Not Permitted
2	Color		White	
3	Tare weight	Gms	149	+/-02
4	Outer height	mm	210	+ -02
5	Wall thickness		Uniform	
6	Shape		Should be as per our sample	
7	Printing		As per approved art work	
В.	PLASTIC HANDLE			
1	Material		Food Grade	Not Permitted
2	Weight	Gms	8	+/-1
3	Color		Navy Blue	
C.	Lid with spout one time sea	l, tamper and p	ilfer proof about square shape	
1	Material		Food Grade HDPE	Not Permitted
2	Color		Navy Bule	
3	Weight of lid spout	Gms	37	+/-1
D	Total Weight of JAR		1	
1	JAR + Plastic Handle + Flat	Gms	194	+-4
	Lid + Spout Lid			
	1		n l	

## UJJAIN SAHAKARI DUGDHA SANGH MARYADIT Maksi Road Ujjain 456010



## SCHEDULE - III

(To be submitted along with the offer)

## Form – A

U	nief E: SDS, JJAIN	xecutive Officer		Date :
1/		r, ereby furnish below some particulars about our o sion :	company/unit which will fo	orm a part of our offer
1.	N	ame of the Co./Unit :		
2.	Α	ddress of the Co./Unit :		
3.		Telephone Nos.(with STD Code) :Email ID :		_ FAX No. :
4.		Name of the CEO/Proprietor/ :		_ Partner
5.		Name and designation of other:Unit.		_ Authorized signatory of the Co.,
6.		Particulars of Regn. Certificate as a Manufacturer Issued by the competent authority (Regn No. & Date) (Enclosed Copy):		
	7.	GST NO	dated	
	8.	Details of PAN CARD (Enclosed Copy):		_
	9.	Income Tax return (Enclose Copy):		
	10.	Name of Bank & RTGS/NEFT No.:Enclose cancelledcheque:		
	11.	Authorisation from AGMARK Bhopal (M.P.)regarding Printing of replica on duplex cartons of Ghee. (Enclose license copy):		
	12.	Food Grade material certification (Report)		

	From competent authority, NABL Laboratory (Enclose copy):		
	Have your Co./Unit or its sister concern ever been black Unions or GOI /GOMP & its undertaking ? YES / NO If Yes, when & Why? Give reason in details	k listed/ debarred by USDS or its sister Milk	
ME/US. I AM P	AVE READ THE TERMS AND CONDITIONS OF THE TENDE NO ADDITIONAL CONDITION.DEVIATION OR POINT OF ROPRIETOR / MANAGER/ DIRECTOR UTHORISED TO SUBMIT. THE AUTHORITY LETTER IN THIS	DIFFERENCE HAS BEEN GIVEN BY ME/US OF THE TENDERING FIRM AND HAVE	
DATE:		SEAL AND SIGNATURE OF TENDERER	

## SCHEDULE - IV

# उज्जैन सहकारी दुग्ध संध मर्यादित उज्जैन इएमडी 20000.00

S	Description	Approx	Rate Per	EMD	EMD
		Qnty.	Unit		Remittance
					Details
No		(For Ujjain	Dairy Plant		
01	Dahi Jar 05 kg	5000 no		20000.00	
नोट :- जीएसटी एवं रेट पृथक पृथक दशार्वे ।					

#### **SCHEDULE - III**

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

#### **PURCHSE AGREEMENT**

This AGREEMENT is made this	daybetween M/s	
here in after	r call the Supplier which expression shall where	the
context so admits include heirs, execut	tors successors administrators and assignees )on	the
FIRST PARTY AND Ujjain Sahakar	ri Dugdh Sangh Maryadit ujjain through its C	Chief
Executive Officer (hereinafter call the $\underline{\mathbf{S}}\underline{\mathbf{I}}$	ECOND PARTY which expression shall be in con-	ntext
to include his successors in the office)		

WHERE AS the contractor/supplier has offered Packing Material confirming as per tender NO------ Dated ------- to the nominated consignee as specified in the tender document FOR Ujjain as per terms and conditions of this Tender with Ujjain Sahakari dugdh Sangh Maryadit ujjain Agreement will be effective for a period of One Year from the date of awarding contract. The contract period can be increased for furthere Six months mutually. Where as Once firm delivery dates are communicated by Dugdh Sangh the same be strictyl adhered to and essecne of the contract. The supplies should be made as given schedule, in case they are not followed Chief Executive Officer, Ujjain Sahakari Dugdh Sangh Maryadit Ujjain 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) 15 Days

b) 16 to 30 Days

c) After 30 Days

Penalty

1% of the value of goods.

2% of the value of goods.

5% of the value of goods and/ or the

purchase order shall be treated as cancelled

and the EMD may be forfeited.

Where as our normal terms of payment are 30 days after receipt of material & bills.

The payment shall be made by RTGS/NEFT Only.

Price escalation shall be given as per the company pric list of raw material, that will be produce by the supplier at the time of issuing purchse order.

Where as material do not confirm the above standard. The same shall be liable for rejection 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 USDS Ujjain.

Schedule I of tender document general terms and conditions is part of agreement.

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

Witness:	Signature of Contractor
	Firm Rubber Stamp
	(1 <sup>st</sup> Party)
	Chief Executive Officer.
	USDS Ujjain (IInd Party)
Witness:	Witness:
(1)	(1)
	(2)
(2)	(2)

**Schedule VI** ईएमडी राशि जमा/छूट प्राप्त करने हेतु आवेदन

मेरे द्वारा उज्जैन दुग्ध संघ द्वारा ज	नारी  ई−निविदा∣ Packing Material
सबंधि ई-निविदाअनुसार	
	है, जिसकी ई.एम.डी. राशि रू
	उनके सम्मुख टंकित ई.एम.डी. राशि को जोड़कर शेष सामग्रीयों की ई.एम.डी. राशि रू
•	की गई राशि को घटाकर लिखें) की छूट प्रदान
जरने का कष्ट करें।	-
	हस्ताक्षर
1	नाम :
	स्थाई पता :
	मोबईल नं
	2