



Indore Sahakari Dugdha Sangh Maryadit, Indore (MP)

Phone : 0731-2802554/2802535/281162 Fax No. 0731- 2811559

NOTICE INVITING TENDER (E-tender)1st Call

Online Tenders are invited for supply of Liquid Nitrogen (LN2) at Indore Sahakari Dugdha Sangh from reputed manufacturer/distributor/dealer. The tender documents containing the terms and conditions can be purchased online & downloaded through following website <http://www.mptenders.gov.in>

The tender will be opened in the office of the undersigned as mentioned in tender time schedule(key date). The detailed Tender Form can be seen (only for reference) at our H.O website:www.sanchidairy.com

Name of item	EMD (Rs)	Tender Fee (Rs)	Bid submission due date & time	Tender opening (Envelope-A,B)
Liquid Nitrogen (LN2)	25,000/-	1000/-	27.03.2023 1:30 PM	28.03.2023 1:30 PM

CHIEF EXECUTIVE OFFICER

Indore Sahakari Dugdha Sangh Maryadit, Indore (MP)
Phone : 0731-2802554/2802535/281162 Fax No. 0731- 2811559

Ref No: 0925

Date:28/02/2023

TENDER DOCUMENT

Schedule I	:	General Terms & Conditions.
Schedule II	:	Specification, Qty & EMD details
Schedule III	:	Form A & B
(To be downloaded filled manually & scanned copy uploaded online.)		
Schedule IV	:	Price Bid (Form-C)
Schedule V	:	Agreement
Tender Cost	:	Rs.1000/-(One thousand only)
Place of opening of Tender	:	Meeting Hall of Indore Sahakari Dugdha Sangh Maryadit, indore .
Address for Communication	:	CEO, Indore Sahakari Dugdha Sangh Maryadit, Indore 453771

CHIEF EXECUTIVE OFFICER

SCHEDULE - I
General Terms & Conditions for tender submission & supply

Indore Sahakari Dugdha Sangh Mydt, Indore (ISDS), an ISO certified cooperative organization, invites tenders for supply of Liquid Nitrogen (LN2) from reputed manufacturer / distributor/dealer strictly in adherence to the detailed specifications given in the tender CEO, Indore Sahakari Dugdha Sangh Mydt., Indore reserves the right to accept or reject any or all tenders, which in their opinion justify such actions, without further explanation to the tenderers.

Item description

Liquid Nitrogen (LN2) 99.99% Purity
Capacity of containers : TA55 (1100 Lit.) for refilling after every 4 days

Terms & Conditions

1.0 **DECLARATION :**

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 Tenders received by e-mail will not be considered. However, amendments by e-mail to a tender sent will be considered, provided the same are received before the opening of the tender and confirmed by post.
- 2.2 Individuals signing on the tender and other related documents must specify in which capacity of the firm he/ she has signed the documents. (copy to be uploaded –mandatory)
- 2.3 The tenderer(s) should clearly state in their offer the address, telephone, fax, e-mail, PAN and GST. Any change in the address should immediately be communicated to the Chief Executive Officer, Indore Sahakari Dugdha Sangh Mydt, Indore and correspondence thereafter will be made at the changed address.
- 2.4 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.
- 2.5 The acceptance of the tender and award of the purchase order will be the sole right of the Chief Executive Officer, Indore Sah. Dugdha Sangh Mydt. Indore 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.
- 2.6 The Chief Executive Officer, ISDSM 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.
- 2.7 Each tender should be accompanied with copy of PAN, GST.
- 2.8 The Tenderers should submit the tender rates in the Schedule IV only. The conditional tenders are liable to be rejected.
- 2.9 No person or firm is permitted to submit more than one tender under different names.
- 2.10 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, ISDSM during the supply.
- 2.11 Demonstration of equipment, machines or articles available with the firm shall be arranged by the tenderer at his own cost, whenever requested by Indore Sah. Dugdha Sangh Mydt.

- 2.12 Manufacturers will be given preference. Copy of license is to be attached with tender for each item filled in, wholesalers dealing with the item will have to attach copy of authorization certificate of the manufacturer. (copy to be uploaded –mandatory).
- 2.13 Tenderer shall fill all the details of the unit in the enclosed form- A in schedule-III. (copy to be uploaded – mandatory).

3.0 EARNEST MONEY DEPOSIT: (As detailed in Price bid form)

- 3.1 All the tenderers are required to deposit Rs.25000/- in the form of crossed Demand Draft / Bankers cheque in favour of Chief Executive Officer, Indore Sahakari Dugdha Sangh Mydt, Indore. EMD should be reach at Indore Sahakari Dugdha Sangh, Manglia, Indore, PIN – 453 771 before the tender opening time & schedule. 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 with Earnest Money deposit are liable to be rejected. Earnest money deposit of unsuccessful tenderers will be returned within 30 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 without any interest amount.
- 3.3 No interest will be paid on the earnest money for the period during which (the EMD) laying in deposit with Indore 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 Indore 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 45 days of opening of tender.
- 4.3 The Tenderer should quote rate Excluding GST on Ex-Factory (Manufacturing Plant) basis.
- 4.4 The average requirement is approximate 10000 liters per month.
- 4.5 If need 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 approve the tender.
- 4.8 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.

4 LIQUIDATED DAMAGES:

5.1 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 order value
2.	Between 16 to 30 days	2% cost of the order value
3.	Beyond 30 days	Upto 5% cost of the order value

5.2 If the 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.

6 INSURANCE:

Insurance is to be arranged by the tenderer.

7.0 INSPECTION:

7.1 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. The rejected goods should be removed from our premises by the tenderer 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 tenderer's account.

7.2 Sample of the articles should be sent/produced before the competent authority if asked for within 3 days or as mutually agreed.

8.0 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 accounts payee cheques / RTGS. Tenderer agreeing to these terms would be given preference over those specifying other terms.

9.0 TERMINATION OF CONTRACT:

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

10.0 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, Indore 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.

11.0 DISPUTE ARBITRATION & FINAL AUTHORITY:

- 11.1 In case of dispute between material/service supplier & milk union, The case can be presented to the Managing Director, MPCDF for resolution.
- 11.2 In case of non resolution action can be taken as per the provisions of the Arbitration and Conciliation Act. 1996.

*Chief Executive Officer
Indore Sahakari Dugdha Sangh Mydt. Indore*

SCHEDULE - II

Item description

Liquid Nitrogen (LN2) 99.99% Purity

Capacity of containers : TA55 (1100 Lit.) for refilling after every 4 days

- Rates Excluding GST are to be quoted on Ex-Factory (Manufacturing Plant) basis.
- The average requirement is approximate 10000 litres per month.
- The purchase will be made in piecemeal and on requirement basis. The quoted rates will be valid for a minimum period of one year from the award of contract.
- Taxes if any, are to be shown separately.

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SCHEDULE – III

Form – A
(To be uploaded - mandatory)

To,
Chief Executive Officer
ISDS, Indore

Dear Sir,

Please find enclosed herewith scan copy of DD No..... dtd.....
for Rs..... Bank Name..... towards EMD deposit. Original
will be submitted before opening of tender.

Seal & Signature of the of the tenderer

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SCHEDULE – III

Form – B
(To be uploaded -mandatory)

To,
Chief Executive Officer
ISDS, Indore

Date :

Dear Sir,

I/We hereby 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 Code): _____
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 ofCo.(with proof)
8. GST NO. _____ dated _____.
9. PAN Number(Permanent Account Number- Income Tax) :
10. Have your Co./Unit or its sister concern ever been black listed/ debarred by ISDS or its sister Milk Unions or GOI /GOMP & its undertaking ? YES / NO

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

(Copies enclosed)

1. Form-A & B(scan copy to be uploaded)
2. Tender document each page sealed and signed as token of acceptance to each and every terms and conditions.

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SCHEDULE – IV

Form – C
(To be uploaded - mandatory)

(PRICE BID ONLINE ONLY)

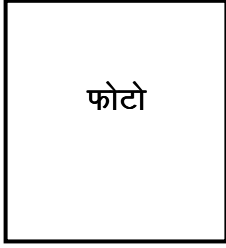
TENDER NUMBER:	
NAME OF TENDERER:	

S. No.	DESCRIPTION	Rate/unit, GST Extra
1	Liquid Nitrogen (LN-2)	

(Seal & Signature of the tenderer)

Schedule-V

रु. 1000/- के स्टॉप पर



इन्दौर सहकारी दुग्ध संघ मर्यादित, इन्दौर

!! अनुबन्ध पत्र !!

यह अनुबंध आज दिनांक को निष्पादित किया गया जिसके प्रथम पक्षकार (निविदाकार) एवं द्वितीय पक्षकार मुख्य कार्यपालन अधिकारी इन्दौर सहकारी दुग्ध संघ मर्यादित, इन्दौर अथवा उनके द्वारा प्राधिकृत अधिकारी रहेगा।

इन्दौर सहकारी दुग्ध संघ द्वारा गठित सहकारी समितियों को तरल नत्रजन उपलब्ध कराने वास्ते प्रथम पक्षकार ने फर्म का पंजीयन क्रमांकसे द्वितीय पक्षकार मुख्य कार्यपालन अधिकारी, इन्दौर सहकारी दुग्ध संघ मर्यादित इन्दौर द्वारा निर्धारित समय पर LN2 प्रदाय हेतु आवेदन किया है। द्वितीय पक्षकार ने इसमें आगे लिखे गये निबंधनों एवं शर्तों पर प्रथम पक्षकार का आवेदन LN2 दरप्रति ली. (GSTसहित) स्वीकार किया है। अतएवं यह अनुबंध पत्र इस बात का साक्षी है एवं एतद् द्वारा निम्नानुसार उल्लेखित शर्तों पर दोनो की सहमति से अनुबंध किया जाता है कि :-

शर्त :-

1. यह ठेका दिनांकसे तक प्रभावशील रहेगा तत्पश्चात द्वितीय पक्ष का कार्य संतोषप्रद होने पर दोनों की आपसी सहमती से ठेका अवधि एक-एक वर्ष करके दो वर्ष तक समान दर एवं समान शर्त पर बढ़ाई जा सकेगी, परन्तु मुख्य कार्यपालन अधिकारी इन्दौर सहकारी दुग्ध संघ मर्यादित, इन्दौर को यह अवधि शर्त क्रमांक 3 अनुसार बढ़ाने का अधिकार रहेगा।
2. LN2 देयकों के भुगतान हेतु 1 से 30/31 तारीख तक का देयक ठेकेदार द्वारा 5 तारीख तक संघ कार्यालय में प्रस्तुत करने पर भुगतान 20 तारीख तक किया जावेगा।
3. यह ठेका दिनांकतक प्रभावशील रहेगा परन्तु इन्दौर सहकारी दुग्ध संघ को उसी भाव एवं शर्तों पर यह अवधि तीन माह तक बढ़ाने का अधिकार होगा।

4. मुख्य कार्यपालन अधिकारी को 30 दिन की पूर्व सूचना पर बिना कारण बताये अनुबंध समाप्त करने का अधिकार होगा, इसी प्रकार LN2 प्रदायकर्ता भी 90 दिन पूर्व सूचना देकर अनुबंध समाप्त कर सकता है।
5. स्वीकृत दर अनुबंध समाप्ति तक मान्य रहेगी।
6. प्रथमपक्ष द्वारा प्रतिभूति राशि रूपये 25,000/- संघ में जमा की जावेगी। जिस पर कोई ब्याज देय नहीं होगा। मासिक मांग अनुसार LN2 मात्रा प्रदाय नहीं करने पर संघ में जमा प्रतिभूति राशि जब्त की जावेगी।

मैंप्रथम पक्षकार ने उक्त अनुबंध शर्तों का अवलोकन भलीभांति एवं पूर्ण होशो हवास में कर लिया है तथा मुझे निविदा एवं अनुबंध की समस्त शर्तें मान्य हैं। निम्न साक्षियों के समक्ष द्वितीय पक्ष से अनुबंध करता हूँ।

जमानतदारों के नाम एवं हस्ताक्षर

हस्ताक्षर प्रथम पक्षकार

1. नाम : _____

हस्ताक्षर : _____

2. नाम : _____

हस्ताक्षर : _____

गवाहों के नाम एवं हस्ताक्षर

हस्ताक्षर द्वितीय पक्षकार

1. नाम : _____

हस्ताक्षर : _____

2. नाम : _____

हस्ताक्षर : _____