

Office : Gola Ka Mandir, Residency Road, Morar, Gwalior – 474005, Phone : Office – 0751-2365523, 2368107 Plant : Industrial Area, Banmore Distt. Morena (M.P.) India, Email – <u>gwaliordairy@gmail.com</u>

## Notice Inviting Tender (1<sup>st</sup> call E- TENDER)

Online Tender (1<sup>st</sup> call) are invited from reputed manufacturer/distributor/dealer/suppliers *for Milk Pouch Film as Packing Material for the year 2022-2023* at Gwalior Sahakari Dugdh Sangh Maryadit, Gwalior.

The tender documents containing the terms and conditions can be purchased online & downloaded through following website <u>http://www.mptenders.gov.in</u> from 02-11-2022 11:00 AM onwards. 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 reference) at our Sangh website <u>www.sanchigwalior.com</u>.

The tender is available for purchase/download from:- 02-11-2022 From 11:00 AM Onwards

Last date & time for Purchase of tender form:-

Last date & time of submission of Tender:-

**Opening Of Tender :-**

09 .11.2022 Till 03:00 P:M 09.11.2022 Till 03:00 PM

10.11.2022 From 04:00 PM

Chief Executive Officer Gwalior Sahakari Dugdh Sangh Maryadit, Gwalior

# **GWALIOR SAHAKARI DUGDH SANGH MARADIT, GWALIOR**

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

Gwalior Sahakari Dugdh Sangh Maryadit, Gwalior (GSDS), an ISO certified cooperative organization, invites Online Tender are invited from reputed manufacturer/distributor/dealer/ suppliers *for Milk Pouch Films as Packing Material for the year 2022-2023* at Gwalior sahakari dugdh sangh, Gwalior strictly in adherence to the detailed specifications given in the annexure of the tender documents. Gwalior Sahakari Dugdha Sangh Maryadit., Gwalior reserves the right to accept or reject any or all tenders, which in their opinion justify such actions, without further explanation to the tenderers.

#### 1.0 DECLARATION:-

The submission of a tender by a tender 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 <u>TENDER SUBMISSION:-</u>

- 2.1 Tenders received by e-mail will not be considered.
- 2.2 The tenderer(s) should clearly state in their offer the address, telephone, fax, e-mail, PAN and GST Numbers. Any change in the address should immediately be communicated to the Chief Executive Officer, Gwalior Sahakari Dugdh Sangh Maryadit ,Gwalior 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, Gwalior Sah. Dugdha Sangh Maryadit. 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 The Chief Executive Officer, GSDS 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 number of the tender valid "GSTIN "number .The tender without "GSTIN " number shall be treated as non –responsive.
- 2.7 The tenderers should submit the rates online 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, GSDS.
- 2.10 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.

#### Bid Validity

Bid shall be valid for a period of 90 days from the date of opening.

### **Documents composing the Bid**

#### **Technical bid:**

- 1. Online EMD transaction acknowledgement.
- 2. Copy of Registration Certificate of the Firm / Organization (Tenderer).
- 3. Copies of purchase orders last 2 years,
- 4. Copy of Permanent Account Number (PAN) and GSTIN.
- 5. Client list
- 6. Copy of latest Income Tax returns last two years
- 7. Tender document each page sealed and signed as token of acceptance to each and every terms and conditions.

#### <u>Commercial Bid</u>

• Commercial Bid form filled

#### <u>Bid price</u>

Price indicated on the price schedule shall be inclusive.

#### 3.0 <u>Earnest Money Deposit</u>

- 3.1 EMD should be submitted online only.
- 3.2 Any tender which is not accompanied by Earnest Money deposit are liable to be rejected. Earnest money deposit of unsuccessful tenderers will be returned within 90 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.

#### • EMD may be forfeited :

- If successful Bidder/supplier fails/denies to perform work
- If any bidder/supplier withdraw its bid during the bid validity period
- 3.4 Exemption for E.M.D. to any registered unit of Madhya Pradesh State in MSME shall be considered. Any tender which is not accompanied by Earnest Money Deposit shall be rejected. E.M.D. of unsuccessful tenders will be returned within 60 days from the date of opening of the tender. The E.M.D. of successful tenders will be released after completion of supply / work order.

#### 4.0 <u>PRICES:</u>

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*. GSDS will have the right to extend the validity of the tender approval by 3 months. If any tenderer wish to offer the rate subject to **PRICE ESCALATION CLAUSE** (current polymer price (LDPE : LLDPE)) of raw materials, *they may do so* 

by clearly indicating and must attach along with tender documents.

In case of a tenderer opting for offering prices subject to PRICE ESCALATION CLAUSE of raw materials then,

- (i) The tenderer shall have to submit the current price of the raw materials as on the date of tender along with sufficient authentic proof from the manufacturer of the raw material.
- (ii) The successful/approved firm will have to submit revised prices of raw materials with sufficient authentic proof from the manufacturer of the raw material whenever revision takes place.
- (iii) Accordingly the approved prices of the materials shall be revised upwardly or downwardly to the extent of the raw material component of the material.
- 4.1 The tenderer should *quote rate on FOR dairy plant*, *Banmore Distt-Morena*, *GST Includes*.
- 4.2 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.

#### 5.0 MODE OF DESPATCH

- 5.1 The material to be supplied by successful 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.
- 5.2 **FOOD GRADE CERTIFICATE** from NABL lab for the material coming in direct contact of food is to be provided with every supply as per FSSAI packaging regulation 2018 clause 3.2 & 3.14.
- 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 <u>PRINTING :-</u>

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

- a) If printing found faded/Blurred then a penalty of 5% cost will be imposed.
- b) If item's micron found lesser than as specified in tender specification then a pro-rata deduction will be made.
- c) The Barcode printing found unreadable then entire supply will be rejected.

#### 7.0 LIQUIDATED DAMAGES;

7.1 Delivery date 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 Dugdh 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:-

S.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	Up-to 5% cost of the unit.

- 7.2 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.
- 7.3 If the qualified tenderer fails to make supply the materials as per specification/material quality/printing as per GSDS's approved art work, GSDS Gwalior 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 GSDS 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.
- 7.4 Permissible limit for wastage due to leakage shall be 4% beyond this limit the amount of the excess wastage of the film shall be deducted from the bill of the supplier

#### 8.0 <u>INSURANCE:</u>

Insurance is to be arranged by the tenderer.

#### 9.0 INSPECTION:

- 8.1 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. If the material is not found as per specification of GSDS Indore 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 GSDS. No payment shall be made against the rejected materials.
- 8.2 Sample of the articles should be sent/produced before the competent authority if asked for within 3 days or as mutually agreed.
- 8.3 Bidders has to submit their customers list along with the performance report of consignee is compulsory

#### 10.0 <u>PAYMENT</u>

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.

#### 11.0 **<u>TERMINATION OF CONTRACT:</u>**

If any act of commission or omission of a unit under contract brings Gwalior Sahakari Dugdh Sangh Maryadit, Gwalior. To dispute, then the Milk Unions shall be competent to debar/blacklist the unit from further business.

#### 12.0 <u>CONSEQUENCES OF BREACH OF AGREEMENT:</u>

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

#### 13.0 DISPUTE ARBITRATION & FINAL AUTHORITY:

- 13.1 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, Gwalior Dugdh Sangh Maryadit., in this respect will be final and binding on the successful tenderer.
- 13.2 For all matters of dispute, the Arbitration Act 1996 procedure will be followed, and the decision of the Arbitration Act 1996 and and Conciliation Act. 1996 shall be final and binding on all the concerned.
- 13.3 For all disputes, the venue for legal course shall be at Gwalior.

Chief Executive Officer Gwalior Sahakari Dugdha Sangh Maryadit, Gwalior

# **GWALIOR SAHAKARI DUGDH SANGH MARYADIT, GWALIOR**

SNo	Item	Size	Specification	Quantity	EMD
1 2.	1000 ml Milk Pouch Films (FCM/TM/ CHAH/ Dahi Films Pouch) 500 ml	Width 325±2mm (Six color job) FOR Gwalior Width	<ul> <li>LDPE film</li> <li>Thickness-65±5. MICRON</li> </ul>	5 MT 40 MT	
	Milk Pouch Films ( <i>FCM/TM/DTM</i> / <i>STD/SLIM</i>	325±2mm (Six color job) FOR Gwalior	<ul> <li>Thickness-55±5. MICRON</li> <li>Yield 360 pkts</li> <li>Average Pouch Length-15Cms</li> <li>Printing as per GSDS design and multi-color art work &amp; BAR Code</li> <li>Material must be of food grade quality.</li> </ul>		150000/-
3	200 ml Milk Pouch Films (Salted Butter Milk/SmartDahi /DTM)	Width 325±2mm (Four color job) FOR Gwalior	<ul> <li>LDPE film</li> <li>Thickness-55±5. MICRON</li> <li>Yield 556 pkts</li> <li>Average Pouch Length-9.5 Cms.</li> <li>Printing as per GSDS design and multi-color art work &amp; BAR Code</li> <li>Material must be of food grade quality.</li> </ul>	6 MT	
4	<b>400 ml</b> Dahi Pouch Films	Width 325±2mm (Five color job) FOR Gwalior	<ul> <li>LDPE film</li> <li>Thickness-55±5. MICRON</li> <li>Yield 360 pkts</li> <li>Average Pouch Length-15Cms</li> <li>Printing as per GSDS design and multi-color art work &amp; BAR Code</li> <li>Material must be of food grade quality.</li> </ul>	1MT	

#### 14.0 <u>Other requirements</u>

- i) Purchase order will be given only after approval of sample provided by supplier.
- ii) <u>Printing</u>-All pouches to be printed as per prescribed design.(sample will be available for reference.)
- iii) If Material is not supplied as per tender specification may be rejected or Proportional deduction shall be made.
- iv) Printing of Barcode must be clear and scan able, if not so whole consignment will be rejected.
- v) At the time for supply of Packing Material lab Test Report & Food Grade Certificate shall be Submitted along with invoice is mandatory.

## GWALIOR SAHAKARI DUGDHA SANGH MARYADIT, GWALIOR

## GOLA KA MANDIR, GWALIOR

Phone :2365523, Fax No.0751-2366981 E-mail:gwaliordairy@gmail.com

1	Name of Unit	
2	Address of the Unit-Office	
	Factory	
3	Name of Proprietor / Partner 1	
	2	
	3	
4	Name with designation of other person authorised to sign the documents on behalf of the unit if any.	
5	Telephone Nos. Office	
6	Mobile Nos. / Fax	
7	Particulars of the Registration Certificate issued by the competent authority.	
8	Registration No. & date	
9	GST NO.	
10	Whether the unit or its sister concerned unit or any unit of the proprietorship or partnership, if any has been penalised by any Central or State Government / Organisation of Other Dugdh Sanghs any time ?	
12	If the reply is "Yes" when &Why ? Give reasons in details :	
13	EMD Depoit Details	

### TECHNICAL BID (UPLOAD ONLINE)