

SHORT TERMS E-TENDER DOCUMENT
FOR
TENDER FOR OPERATION & MAINTENANCE PREPACK
MACHINES.

IFB Ref: GSDS/PO/2025/---



Issued By:
Chief Executive Officer
ग्वालियर सहकारी दुग्ध संघ मर्यादित, ग्वालियर
The Gwalior Sahakari Dugdh Sangh Maryadit, Gwalior

IMPORTANT POINTS FOR THE BIDDERS

1. BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.
2. BIDS UPLOADED WITHOUT **BID SECURITY (EARNEST MONEY DEPOSIT)**, SHALL BE SUMMARILY REJECTED.
3. BIDDERS SHOULD FURNISH THEIR **CONTACT EMAIL ID**, COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
4. NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
5. SPECIFICATIONS, CONDITIONS AND SCHEDULE OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
6. THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
7. **CHIEF EXECUTIVE OFFICER**, THE GWALIOR SAHAKARI DUGDH SANGH MARYADIT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

CHECKLIST TO BE SUBMITTED BY THE BIDDER ALONG WITH BID (*)

Sr. No.	Item	Submitted Yes/ No		Mentioned Complete Details / remarks
(*) Checklist is Mandatory to fill and attached/upload with technical Bid				
01	EMD submitted before last date of bid submission.	☐	☐	
02	All the required documents uploaded to e-Tender portal.	☐	☐	
03	Uploaded following documents:			
	i) Certificate of incorporation of the firm / Partnership deed etc.	☐	☐	
	ii) Registration certificate of GSTIN, PAN etc.	☐	☐	
	iii) Turnover certificate from CA firm /Audited financial statements (FY 21-22, 22-23 & 23-24)	☐	☐	
	iv) Copy of similar nature of POs / completion certificate	☐	☐	
04	Uploaded form of bid (SECTION V of Tender Document)	☐	☐	
05	Uploaded bidding document completed in all respect duly digitally signed.	☐	☐	
06	Technical & Bidding Terms Deviation, if any is uploaded as per tender (SECTION VII Part A & B of Tender Document)	☐	☐	

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SECTION – 0 INVITATION FOR BIDS



The Gwalior Sahakari Dugdh Sangh Maryadit, Gwalior

Phone No. +91 94069 00731 , **Email –** purchase.gds@sanchidairy.com;
po.gds@sanchidairy.com

Websites: www.sanchidairy.com & <https://www.mptenders.gov.in>

The Gwalior Sahakari Dugdh Sangh Maryadit, Gwalior having its office at Gwalior, Madhya Pradesh on behalf of its affiliated Co-operative Milk Unions invites “Online E-Tender” from reputed Firm for the following works:

Tender Ref: GSDS/PO/2025/

Item Description: operation & maintenance of prepack machines.

Tender Document Cost (Rs.)	:	Rs. 1,000.00
EMD Amount (Rs.)	:	Rs. 20,000.00 (Rupees Twenty Thousand)
Tender Document Download/Sale Start Date:	:	25/11/2025 Time 11:00 AM Onwards
Bid Submission Start Date	:	25/11/2025 Time 11:00 AM Onwards
Bid Submission End Date	:	01/12/2025 Time up to 03:00 PM
Bid Opening Date	:	02/12/2025 Time at 04:00 PM
Place of opening of Tender	:	Online MP Tender e-Portal
Delivery/Service Location	:	New Dairy Plant, Banmore. Gwalior Sahakari Dugdh Sangh Maryadit

For further details or for downloading the bid documents, please visit web site <https://www.mptenders.gov.in> or contact Group Head, Purchase, Gole Ka Mandir, Residency Road, Morar, Gwalior – 474005 on any working day. The intending bidders are required to submit their offer electronically through e-tendering Portal. No physical tender is acceptable by GSDS. The detailed Tender can also be downloaded from website: www.sanchidairy.com (only for reference).

SECTION I - INSTRUCTION TO BIDDERS

1) Eligibility and Qualification Requirements:

The bidders must meet the following minimum qualifying criteria:

- a) The Bidder, in the same name and style, should be in business at least for **three years** at the time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, GST etc.
- c) The Bidder's Financial Turnover in the same name and style in each of the last three financial years (FY 21-22, 22-23 & 23-24) ending 31st March shall be not less **Rs. 5,00,000.00 (Five Lakh Rupees)** **The bidder should submit the Turnover certificate from CA firm / audited financial statements.**
- d) The Bidder in the same name and style shall have successfully executed/ completed contracts of similar nature (Operation & Maintenance of Packaging Machines in dairy industry) during the last five years ending last day of the month previous to the month in which bid is opened.

Note:

- a) Separate orders for supply and erection/ commissioning against one job on a single location will also be considered as a single PO.
- b) Bidder shall submit the following details to support their claim for meeting the minimum eligibility requirement –

Copy of Purchase / Work order to be considered for meeting minimum eligibility criteria with installation report / completion certificate.

- c) Even though the bidder meets the specified criteria, it may be disqualified if it has:
 - I. Made untrue or false declaration and/or
 - II. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.

2) Eligible Bidders

This invitation for Bids is open to all bidders who have downloaded this bidding document in their name and meet the minimum eligibility criteria, if any, specified in this bidding document.

3) Bidding Document

The fee/cost for bidding document is Rs. 1,000/-.

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the GSDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Interested eligible bidders may obtain further information from Group Head, Purchase, Gole Ka Mandir, Residency Road, Morar, Gwalior – 474005 , Phone No. : +91 94069 00731, Email – purchase.gds@gmail.com / po.gds@sanchidairy.com.

4) Downloading the Document

- (a) The bid documents will also be available in the website at <https://www.mptenders.gov.in> and can be downloaded and used as tender documents for uploading the offer.
- (b) If any change/additions/ deletions/alterations are found to be made by them in the tender and the same is subsequently noticed at any stage, even after award of the contract, the bidders are liable for all consequences thereof and GSDS shall be free to take suitable action as deemed necessary.

5) Content of Bidding Documents

5.1 The Bidding Document includes:

- (a) Invitation for Bids;
- (b) Instruction to Bidders;
- (c) Terms & conditions of the Contract;
- (d) Scope of work;
- (f) Form of Bid;
- (g) Deviation statement;
- (h) Acceptable form of Bank Guarantees

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6) Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify GSDS in writing or by email. GSDS will respond in writing to any request for clarification of the Bidding Documents, which it receives prior to the deadline for the submission of bids. Bidders should preferably forward their queries earlier than **3 days** prior to the bid submission date. Written copies of GSDS's response will be sent to the respective Bidder. Also, corrigendum, if necessary, will be uploaded in the e-tender Portal without identifying the source of the enquiry.

7) Amendment of Bidding Documents

At any time prior to the deadline for the submission of bids, GSDS may modify the bidding document by the issuance of amendment. The amendment will be uploaded on e-tender Portal and will be binding on them. GSDS may also at its

own discretion, extend the deadline for submission of bids. Before submission of the bid, the bidder should check the e-tender Portal for any Corrigendum/additional information on the bidding document, if any.

8) Preparation of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written preferably in the English language.

9) Submission of bid

The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only. All the bidders should submit/upload their online bids on <https://www.mptenders.gov.in> in Part I – Technical Bid and Part II – Price Bid .The Technical bid (Part I) shall contain all the details **EXCEPT FOR THE PRICE.**

The complete bidding document duly signed and sealed should be uploaded without any modifications/alternations, as a token of their acceptance towards the scope of work, terms and conditions of the bid unconditionally.

Full details of materials including the service provider's name, Experience Certificate must be uploaded in the Portal along with **Technical Bid (Part I)**, wherever requested.

Bids must be uploaded by the bidder at the e-Portal not later than the time specified for receipt of the bids in the Invitation for Bids.

The Bidder cannot modify or withdraw its bid after the last date & time of bid's submission. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's EMD.

The bids are to be uploaded/ submitted with drawing/ specifications or as per drawings/ specifications given in the tender and submitted as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.

10) Period of Validity of Bids:

The Bids shall remain valid for **120 days** from the date of bid opening prescribed by the GSDS. A bid valid for a shorter period shall be rejected by GSDS as non-responsive.

11) Earnest Money Deposit (EMD)

All bids must be accompanied by EMD (in Indian Rupees only). The bid shall not be considered if the valid EMD is not available at the time of opening of Technical Bid.

EMD should be paid online in favour of Gwalior Sahakari Dugdh Sangh Maryadit, Gwalior payable at Gwalior.

OR

EMD should be submitted in the form of a Bank Guarantee issued by issued by a Scheduled Public Sector Bank(s) or Scheduled Private Sector Bank(s) or Scheduled Foreign Bank(s) as notified by RBI, in the form provided in the Bidding Documents and **valid up to 31 December 2028**. The Bank Guarantee **(in original)** should be reached to communication address as stated below in clause **(21)** of this section, **on or before the last date and time for submission of bid**. Any EMD BG received by the Purchase after the deadline for submission of bid prescribed by the Purchaser, **will be rejected**.

EMD submitted by bidders in previous bid will NOT be considered for this tender. Bidder must submit a fresh EMD against this tender.

No interest shall be paid on EMD for the period during which the deposit lies with GSDS. Without valid EMD, the bid shall be rejected.

Micro and small enterprises of the Madhya Pradesh State will be exempted from depositing EMD against the tender **(Bidder must submit Certificate/Document to this effect)**.

The EMD may be forfeited:

- a) If a bidder withdraws or modifies its bid during the period of bid validity

OR

- b) In the case of the successful bidder, if the bidder fails to sign the Contract (i.e., return the signed copy of duplicate Purchase Order, and furnish Performance Security, if asked for)

Unsuccessful bidder's bid security will be discharged / returned within a maximum period of 30 days after the expiration of the period of the bid validity of **120 days** from the date of technical bid opening. The successful Bidder's EMD will be discharged upon the Bidders executing the Contract i.e., return the signed copy of duplicate Purchase Order, and furnish the Performance Security, if asked for.

12) Price:

The bidder shall indicate on the Price Bid at e-Portal the final unit prices (after considering discount, if any) **including applicable GST** for the goods/ services it proposes to deliver under the contract. Bidders must submit a bid for the full quantity specified, failing which, such bids will not be taken into account for evaluation and comparison and will not be considered for award.

Prices indicated in the Price Bid shall be entered in the following manner:

- (a) The item wise quoted price of services to be offered shall be indicated in the field **"Unit Rate (in Rs.)"** on the Portal and shall include all the charges. (if asked for) and safe custody at recipient's place (If asked for), **excluding GST**. The % GST considered should be indicated in the field **"Applicable GST (in %)"**.

- (b) The quoted price by the bidder should be indicated in the field **“Unit Rate (in Rs.)”** on the Portal, **excluding GST**. The % GST considered should be indicated in the field **“Applicable GST (in %)” Separately. The Gross Rate including GST / Any applicable tax shall also be quoted.**
- (c) Bidder should indicate applicable HSN/SAC Code considered for items for supply and installation works, in the Excel BoQ (SoQ) at e-Portal.
- (d) Bidder shall be responsible for selection of appropriate HSN/ SAC code and applicable GST thereon for the items quoted by them.

Contractors registered under Composition Scheme of GST

In case the bidder is registered under GST Composite scheme, the price quoted shall be including applicable GST, as it may not be possible to indicate GST separately. However, in such a case, the bidder, in their **Technical bid (Part I)**, **MUST** indicate that they are the **composite dealers and proposes to supply under GST composite scheme.**

Any applicable cess, levies shall be borne by the Contractor/ Supplier.

13) Fixed Price:

- (i) Basic Price quoted by the Bidder shall be fixed during the bidder's performance of the Contract/Supply and not subject to variation on any account. A bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.
- (ii) Payment of differential amount due to price variation on account of change in applicable taxes and duties on the invoiced items/ services shall be payable only if, the details of the taxes and duties included in the prices & HSN/ SAC code considered, is furnished in the **Technical bid (Part – I)**. If any altogether new tax and duty is imposed on such contract after the bid opening date, the same shall be considered for payment/ reimbursement upon documentary evidence. Similarly, the differential amount shall be recovered, if the rates of taxes and duties are revised downward.

14) Bid Form

- i) The Bidder shall complete the Bid Form furnished in the Bidding Document and upload in e-Portal
- ii) All the required documents, duly signed, should be uploaded on or before the specified date and time at e-Portal.

15) Opening of Bids

Technical bids of those bidders who have submitted the required EMD, as mentioned in the IFB, shall be opened online on the date and time specified on e-Portal.

GSDS will open the Technical bids on the time and date stated in the IFB. Bidders can witness electronic opening of bids.

Commercial bids will be opened electronically of only those bidders whose Technical Bid (Part-I) is found to be acceptable by GSDS.

16) Evaluation of bids

a) Preliminary Evaluation

GSDS will examine the technical bids to determine whether they are complete, whether required EMD and supporting documents have been furnished, and whether the bids are generally in order.

Where the bidder has quoted and the bid security furnished is inadequate, the bid will be treated as non-responsive.

GSDS will also examine whether the bid is complete. If the prices of certain item is found as "0 (Zero)" it will be presumed the bidders have included the cost of such items against some other items of the price bid. The bidder shall furnish/upload the details of such inclusions separately along with their **Technical Bid (Part I)**.

Prior to the detailed evaluation, GSDS will determine the substantial responsiveness to the bidding document. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any substantial way the functionality, scope, quality or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, GSDS's rights or the bidder's obligations under the contract and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids. GSDS's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

No post-bid clarification at the initiative of the bidder shall be entertained. For evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification on the bid. The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of tender opening and which have not undergone change since then.

So far as the submission of the documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for and considered so as to qualify the bidder.

In case the required clarification are not received by the Purchaser in time, the Technical bid may be treated as incomplete and non-responsive.

A bid determined as not substantially responsive will be rejected by GSDS and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

b) Evaluation and Comparison of Bids

The Evaluation and comparison of bid will be done on the basis of **tender wise total bid amount** (quoted price inclusive of operation and maintenance) **inclusive** of applicable GST.

c) Currency of Bid

All bid prices shall be in Indian Rupees only.

17) Award Criteria

- i) GSDS will issue notification for award of the contract/ Purchase Order/ Work Order to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

18) Signing of Contract

Within 15 days from the receipt of the Purchase/ Work Order, the successful bidder shall return the duplicate copy of the Purchase Order, duly signed and sealed along with Contract Agreement & Performance in prescribed format attached Security, wherever applicable.

19) Performance Security

- (i) Within 30 days of receipt of the Purchase order, the successful bidder shall furnish the **performance security of Rs.1,00,000/- (One Lakh Only)** . The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. No interest shall be payable on Performance Security.
- (ii) Failure of the successful Bidder to comply with above mentioned requirement (as per Clause 18 & 19 (i)) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

20) Rights Reserved by GSDS

GSDS does not bind itself to accept the lowest bid. GSDS reserves the right to award the job either in part or full. GSDS at its sole discretion and without assigning any reason thereof, also reserves the right to accept any/or reject any or all bids.

Note:

1. Deviations in commercial terms and conditions of the bid **are not permitted.**
2. The Bidder should mention the HSN/ SAC Code of each item along with the Technical Bid (Part I).
3. GST TDS as per section 51 of CGST Act 2017 will be deducted, if applicable.
4. Bidders to submit the following details along with Technical Bid (Part I):
 - A. State from where the goods will be supplied/ Invoices will be made:

 - B. Corresponding GST No. (of that state): -----

21) Address for Communication:

Group Head (Purchase)
Gwalior Sahakari Dugdh Sangh Maryadit
Gole Ka Mandir,
Residency Road, Morar,
Gwalior – 474005

Email – purchase.gds@sanchidairy.com / po.gds@sanchidairy.com

The detailed Terms & Conditions and Technical Specification is enclosed.

Issued by: **Chief Executive Officer, GSDS, Gwalior, M.P.**
Website - www.sanchidairy.com

SECTION II - TERMS AND CONDITIONS OF CONTRACT

1. Performance Security:

The Performance Security of **Rs.1,00,000/- (One Lakh Only)** shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in the following form:

- a. A bank guarantee issued by a Scheduled Public Sector Bank(s) or Scheduled Private Sector Bank(s) or Scheduled Foreign Bank(s) as notified by RBI, valid up to the warranty period plus 2 months claim period

OR

- b. Demand Draft issued by any Nationalised Bank / Scheduled Bank/ Foreign Banks having branches in India in favour of respective Milk Union payable at (Business location of respective Milk Union).

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of Supplier's performance obligation, including any warranty obligations, under the Contract.

Failure of the successful Bidder to comply with above-mentioned requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

2. Service Period:

Date of service prescribed shall be deemed to be the essence of the purchase order/contract.

3. Liquidated Damages:

If the bidder fails to deliver any or all the goods or perform the services within the time period(s) specified in the purchase order/contract, respective Milk Union shall, without prejudice to its other remedies under the purchase order/contract, deduct from the purchase order/contract price, as liquidated damages, a sum equivalent to:

Sl. No.	Delay Period	Liquidated Damages
01	Upto 15 days	1% of the cost of delayed Goods (Set)/ Services
02	Between 16 to 30 days	2% of cost of delayed Goods (Set)/ Services
03	After 30 days	5% of cost of delayed Goods (Set)/ Services

The Milk Union may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The total amount so deducted shall not exceed 5% of the purchase order/contract value. Once the maximum is reached, Milk Union may consider

cancellation / termination of purchase order/ contract, and forfeiture of performance security and/or Retention amount.

The amount of Liquidated damages will not be adjusted or set-off against any sum payable to the successful tenderer under this or any other contract with respective Milk Union.

4. Termination of Contract:

4.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods/Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 4.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

GSDS shall be free to cancel the order either in full or in part, in the case of non-delivery of material/ non completion of installation/ services within the stipulated delivery period or breach of any of the clauses mentioned herein. In the event of cancellation of order, the supplier/ contractor will be liable to refund the advance, if paid. The supplier/ contractor has no right to forfeit the advance amount received by him.

4.2 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

5. Terms of Payment:

For Operation & Maintenance of Prepack Machines :

- The payment for the Services shall be on monthly basis. Payment shall be made to the contractor based on the final sale of packed milk, after permissible loss adjustments and recoveries.
- 100% payment shall be released within 30 days against receipt of original monthly invoice. The payment shall be released after successful completion of work as per agreed terms.

NOTE: All the bank guarantees should be in the pro-forma prescribed and from a Scheduled Public Sector Bank(s) or Scheduled Private Sector Bank(s) or Scheduled Foreign Bank(s) as notified by RBI. The performance and retention bank guarantees should be valid till warranty period plus 3 month claim period.

The payment shall be released after receipt of **Performance Bank Guarantee & duplicate copy of PO** duly accepted.

6. Insurance:

In case where the purchase order is placed, no insurance premium will be paid by Gwalior Milk Union. In such a case, all required insurance policies (Transit risk insurance policy, storage insurance policy, All risk policy, Workmen Compensation policy, Third Party insurance etc.) may be obtained by the supplier/ contractor to safeguard their own interests and to protect the material against transit hazards, storage (at Site) for damage/ loss.

7. Sub-Contract:

In the event of awarding sub-contract to any party/parties by the supplier/ contractor for the manufacture/supply/erection of any parts/spares/components that will be used in ordered equipment, the supplier/ contractor must furnish the details about their sub-contract also. The responsibility rests on the supplier/ contractor regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors.

8. Inspection:

On placement of order, the goods/equipment under the purview of supply should be inspected by the supplier's own technical experts at the supplier's works and such inspection report should be forwarded to Gwalior Milk Union in triplicate. However, GWALIOR Milk Union reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. The supplier should intimate the GWALIOR Milk Union without fail, when the goods/equipment is ready for inspection including the stage wise inspection. The supplier should not proceed with further manufacture and/or despatch of goods/equipment, without obtaining a clearance certificate from GWALIOR Milk Union. The supplier should forward to GWALIOR Milk Union the Test Certificates, wherever applicable, obtained from concerned authorities/ principal manufacturers either regarding quality or any other details of the items utilised in the process of manufacture/fabrication

9. Submission of Bills:

The payment shall be made by Crossed Account Payee cheque/ RTGS / NEFT according to the terms of payment mentioned in the purchase order.

19. Force Majeure:

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier/ contractor nor Gwalior Milk Union shall be considered in default in performance of his/their obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract/purchase order.

20. Arbitration:

In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/ accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to be appointed by mutual consent of both the parties, whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Gwalior(M.P.).

21. Jurisdiction:

Courts at Gwalior, MP, alone shall have jurisdiction regarding any matter arising out of this agreement.

Section III – TECHNICAL SPECIFICATION

FOR

TENDER FOR OPERATION & MAINTENANCE
OF PREPACK MACHINES.

Details and Scope of Work

1. Scope of Work

The contractor shall be responsible for the complete operation and maintenance of the following:

- Prepack machines
- Crate washer
- Crate conveyor (repair & maintenance included)
- Crate receiving and washing
- Milk pouch packaging
- Cut-open pouch handling
- CIP of packaging machines and pipelines
- Waste pouch film and used cores disposal at the designated site
- Any other allied work as and when instructed by the management

The contractor shall deploy all required manpower and bear their wages as per statutory requirements.

2. Operational Requirements

- Maintain prepack machine output of 1800–2000 litres/hour per machine.
- Ensure proper crate washing free from dirt, stains, odour or foreign material.
- Follow shift schedules issued by Production Section and pack milk as and when required, including emergencies.
- Operate crate washer, conveyors, chemical dosing systems, steam/hot water lines, and all utilities efficiently.
- Maintain cleanliness and housekeeping across packing, washing, and dispatch areas.
- Contractor shall provide all consumables for packing and printing.
- If printing method is changed in future by management, the contractor shall provide consumables for the new system as well.

3. Yield, Quality & Compliance

- Allowed packing film loss:
 - Up to 20,000 litres/day: 1.5% of theoretical yield
 - Above 20,000 litres/day: 1.0% of theoretical yield
- Loss beyond limits will be recovered on actual.
- Monthly yield report must be submitted to management.
- Every pouch must have clear, correct and legible coding; poor or missing coding will attract penalties.
- Packed milk pouches must comply with Legal Metrology Act, including declared net weight.
- Contractor must provide monthly packaging material requirement in advance.

4. Maintenance & Breakdown

- Contractor shall maintain all critical and consumable spare parts for prepack machines, crate washer, crate conveyor, and electrical components.
- PLC and VFD servicing, change, repair and maintenance shall be fully under the contractor's scope. However, the Quality of the spare parts must be approved by management representatives.
- Preventive maintenance schedule provided by GSDS must be followed.
- New parts shall be installed only after inspection; old non-consumables must be returned.
- Maximum allowed breakdown time: 5 hours; failing which, GSDS may arrange repair at contractor's risk and cost.
- All machines, conveyors, PLCs, and systems must be handed over back in good working condition at contract end.

5. Manpower & Statutory Compliance

- Minimum manpower requirement:
 - (a) One trained operator per two prepack machine heads per shift.
 - (b) Adequate manpower for crate washer, conveyors, washing, CIP, cut-open handling, dispatch, and waste management.
- All labour shall be paid minimum wages as per Labour Act and notified wages from time to time.
- The contractor shall provide 2 sets of uniform and 1 pair of safety shoes every year to all workers.
- Worn-out uniform or shoes must be replaced promptly.
- PPE, uniform and safety shoes are mandatory for entry into the plant.
- Contractor shall comply with Bonus Act and pay statutory bonus to eligible workers.

6. Verification, Medical & FSSR Requirements

- Police verification of all labour and operators must be submitted before deployment.
- Medical and health check-up (including communicable disease screening) must be completed as per dairy norms.
- Vaccination certificates as per FSSR must be submitted and kept updated.
- Records of all workers must be provided before deployment.
- Contractor shall inform GSDS about any change in labour/operator from time to time.

7. Responsibility for Losses, Misconduct & Damage

- Contractor shall be responsible for losses due to:
 - Leakage
 - Poor coding
 - Yield deviation
 - Poor crate washing
 - Operational negligence

- Loss of milk or milk products due to misconduct, pilferage, or theft by contractor's staff will be fully recoverable.
- Repeated misconduct may lead to contract termination or blacklisting.
- Damage to GSDS property (machines, crates, conveyors, utilities, etc.) will be recovered from the contractor.

8. Commercial Conditions

- Payment shall be made to the contractor based on the final sale of packed milk, after permissible loss adjustments and recoveries.
- Contractor shall handle increased load or additional machines introduced during contract period.
- Normal operation is two shifts; however, the contractor must operate up to three shifts if required.

Section IV: Price Schedule

PART – B (RATE – PART)

TENDER FOR OPERATION & MAINTENANCE OF PREPCK MACHINES.

1. Name and Address of Tenderer :

2. Rate quoted in Paisa/Lit. :

Particulars	UOM	Unit Rate		
		Excluding GST	GST %	Including GST
15KLPD to 25KLPD				
25 KLPD to 50 KLPD				
50 KLPD to 75 KLPD				
75 KLPD to 1 LLPD				

Signature of the Tenderer Name with full address

SECTION V- FORM OF BID

FORM OF BID

(Bidders are requested to upload the FORM OF BID as per the Format given in this Section, filling all the blank spaces.)

Date: _____

IFB Ref. No.: **GSDS/PO/2025/**

TO: Chief Executive Officer,
Gwalior Sahakari Dugdh Sangh Maryadit
Gole Ka Mandir,
Residency Road, Morar,
Gwalior – 474005

Gentlemen:

Having examined the Conditions of Contract, Technical Specifications and the Drawings included in or referred to in the Bidding Documents including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Services including installation and commissioning as detailed in the price bid, in conformity with technical specifications and drawings (except to the extent of deviation statement furnished in our bid) and the Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

Our acceptance to all the conditions of the Bidding Document in this bid form shall persist over any other terms and conditions, if any, given in our bid.

We undertake, if our bid is accepted, to commence and complete delivery of all the goods and Services including installation and commissioning as specified in the Schedule of Quantities of the Bid Document, from the date of receipt of your Purchase Order.

If our bid is accepted we will obtain the bank guarantees as per the conditions of the Contract for the due performance of the Contract.

We agree to abide by this bid for the period of **120 days** from the date fixed for bid opening as per the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Purchase Order / notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2025.

Signature

(In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder): _____

Name of Witness: _____

Signature: _____ Address: _____

Form – A
(To be filled and uploaded - mandatory)

To,
Chief Executive Officer,
Gwalior Sahakari Dugdh Sangh Maryadit
Gole Ka Mandir,
Residency Road, Morar,
Gwalior – 474005

Dear Sir,

Please find enclosed herewith scan copy of EMD submitted by us (payment receipt),
The details are EMD No..... dtd..... for Rs..... Bank
Name..... towards deposit.

Seal & Signature of the of the tenderer/bidder.

Form – B

(To be filled and uploaded **-mandatory**)

To,
Chief Executive Officer,
Gwalior Sahakari Dugdh Sangh Maryadit
Gole Ka Mandir,
Residency Road, Morar,
Gwalior – 474005

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) : _____
Mobile 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 ofM/s (with proof)
(copy attached yes/no)
8. GST NO. _____ dated _____ (copy attached yes/no)
9. PAN Number(Permanent Account Number- Income Tax) : (copy attached yes/no)
10. Have your Co./Unit or its sister concern ever been black listed/ debarred by MPCDF or its Milk Unions or GOI /GOMP & its undertaking ? YES / NO (copy attached yes/no)
11. Firm registration. (copy attached yes/no)
12. ITR - last Three Financial year (copy attached yes/no)
13. Experience certificate, last three years, for this please submit work order/purchase order/contract/agreement letter (copy attached yes/no)
14. **Blacklist declaration** (copy attached yes/no)
15. Acceptance to tender scope of work, terms and conditions. (yes)

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

Section VI - Special Condition of Contract

Special Conditions:

1. If needed, Negotiations will be done for prices and as well as terms & conditions; only with the bidder who offers the lowest rate.
2. The supplier 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 purchaser.
3. No person or firm is permitted to submit more than one tender under different names. If found, the bids of all involved bidders/firms shall be rejected.
4. If for any reason the successful bidder refuses to accept purchase order / fails to supply as per purchase order / backs out at a later date then the Gwalior Union reserve the right to cancel the order and make purchases from other available alternate sources, at the risk and cost & expenses of the defaulting bidder supplier and firm could be blacklisted for all future dealings. Also the EMD/Security deposit would be forfeited. No further correspondence will be treated/accepted regarding this.

SECTION VII- DEVIATION STATEMENT

DEVIATION STATEMENT FORMS

FORM PART-A TECHNICAL DEVIATION STATEMENT

IFB Ref. GSDS/PO/2025/

The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (Including justification)
--------	-----------	--------------------------------------

The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:	Signature and seal of the Manufacturer / Bidder
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NOTE:

- (1) Where there is no deviation, the statement should be returned (uploaded) duly signed with an endorsement indication "**NO DEVIATIONS**"

FORM PART-B BIDDING TERMS DEVIATION STATEMENT

IFB Ref. GSDS/PO/2025/

We, the bidder, hereby confirm that our bid is in total conformity with the commercial terms and conditions of the Tender. We declare that we have not taken any deviations to the commercial terms and conditions and fully accept the same, except to the extent explicitly mentioned in this statement.

The following are the particulars of deviations from the requirements of the bidding conditions / terms:

CLAUSE	DEVIATION	REMARKS (Including justification)
--------	-----------	--------------------------------------

Dated:

Signature and seal of the
Manufacturer / Bidder

We understand that any commercial terms and conditions mentioned elsewhere in our bid, but not listed in this statement, shall be treated as null and void.

NOTE:

- (1) Where there is no deviation, the statement should be returned (uploaded) duly signed with an endorsement indication "**NO DEVIATIONS**".

SECTION VIII

CONTRACT FORM

(On the Non-judicial Stamp paper as per the **Stamp Act of Local State Govt.**)

THIS AGREEMENT is made at _____ on the _____ day of _____, 2025 between *Gwalior Sahakari Dugdh Sangh Maryadit* (hereinafter called Principal”) of the one part and _____ (hereinafter called “the Contractor”) of the other part:

WHEREAS Gwalior Sahakari Dugdh Sangh Maryadit. being desirous of getting the tendered work done and accordingly the Supplier/Contractor has accepted a bid in response to the GSDS’s Bidding Document Reference _____ with regards to undertaking of the _____ (description of the WO/PO), for a sum of Rs. _____ (Rupees) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions and in Section II & Section III in the above referred Bidding Document.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - a. the offer and price schedule submitted by the Contractor;
 - b. the schedule of requirement/list of items and the technical specifications in Section III and VI in the above referred Bidding Document;
 - c. The terms and conditions in the above referred Bidding Document;
 - d. The Principal’s PO/Work Order No. _____ dated _____.
3. In consideration of the payments to be made by the Principal to the Contractor, the Contractor hereby covenants with the Principal to undertake the work (as per the tender) and to remedy defects therein in conformity in all respects with the provisions of the Work Order given by the Principal and Bidding Document.
4. The Union hereby covenants to pay the Contractor, in consideration of undertaking the work / Mechanical and Electrical work and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the Work Order at the times and in the manner prescribed in the Work Order and Bidding Document.
5. Arbitration: In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/ accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to the appointed by mutual consent of both the parties, whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian

Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Gwalior (M.P.).

6. Jurisdiction: Courts at Gwalior, MP, alone shall have jurisdiction regarding any matter arising out of this agreement.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by
the said

Signed, Sealed and Delivered by
the said

Authorized Signatory

Gwalior Sahakari Dugdh Sangh
Maryadit

Authorized Signatory

(For the Contractor)

In the presence of:
Witness

1) Signature

Name
Address

2) Signature

Name
Address

In the presence of:
Witness

1) Signature

Name
Address

2) Signature

Name
Address

SECTION – IX
Form of Bid Security - Bank Guarantee

(On the Non-judicial Stamp paper as per the Stamp Act of Local State Govt.)

Bank Guarantee No.....[insert guarantee reference number]

Date.....[insert date of issue of the guarantee]

WHEREAS, _____ [name of Bidder] (hereinafter called "the Applicant") has submitted his Bid dated _____ [date] or will submit his Bid for the supply of _____ [name of Tender/Contract] (hereinafter called "the Bid") under Invitation for Bids No.....[insert number] (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto Gwalior Sahakari Dugdh Sangh Maryadit. (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2025.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant withdraws his bid during the period of Bid validity specified in the Tender; or
- (2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Agreement in accordance with the tender, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the tender.
 - (c) fails or refuses to accept/execute the contract.

We undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including 45 days after the period of tender (bid) validity and any demand in respect of this guarantee should reach the Bank not later than the above period/date.

DATE _____

SIGNATURE OF THE AUTHORIZED OFFICER OF THE BANK

WITNESS _____ SEAL _____

[signature, name, and address of the Bank and address of the Branch]

(Form of Bank Guarantee for Performance Security)

(On the Non-judicial Stamp paper as per the Stamp Act of Local State Govt.)

Performance Guarantee No.....[insert guarantee reference number]

Date.....[insert date of issue of the guarantee]

To: [insert the name of the Milk Union]

WHEREAS _____ [name and address of Supplier] (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Goods and related Services] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ [amount of guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 60 days following the Completion date of the Contract including any warranty obligations, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____