TENDER DOCUMENT

FOR

Supply, Installation, Testing and Commissioning of Cloud Based Milk Analyser (Ultrasonic based) at various locations in M.P.

IFB Ref: 288/BKDS/NPDD-PUR/SAGAR/2025-26



Issued By: Chief Executive Officer

बुन्देलखंड सहकारी दुग्ध संघ, सागर (म.प्र.)

Bundelkhand Sahakari Dugdh Sangh, Sagar. (M.P.)

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. ALL EQUIPMENT, SYSTEM & COMPONENTS SHOULD BE DESIGNED TO PERFORM AS PER SPECIFICATIONS IN THIS BIDDING DOCUMENT UNDER TROPICAL CONDITIONS.
- 7. THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- 8. **CEO, BUNDELKHAND SAHAKARI DUGDH SANGH, SAGAR. (M.P.)** 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 (*)

	CHECKER TO BE CODMITTED BY THE BIDDE		
Sr.	Item	Submitted	Remarks
No.		Yes/ No	if any
(*) Ch	ecklist is Mandatory to fill and attached/upload with	n 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)		
Ī	iv) Copy of similar nature of POs / completion certificate		
04	Uploaded form of bid (SECTION VI 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 VIII Part A & B of Tender Document)		

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SECTION - 0 INVITATION FOR BIDS



Bundelkhand Sahakari Dugdh Sangh, Sagar. (M.P.) Sironja, Sagar, M.P. 470004.

Phone No. 9406901217, Email - <u>purchase.bkds@sanchidairy.com</u> Websites: www.sanchisagar.com& https://www.mptenders.gov.in

Bundelkhand Sahakari Dugdh Sangh, Sagar. (M.P.) having its office at Sironja, Sagar, Madhya Pradesh- 470004 *invites* "Online E-Tender" from reputed Manufacturers (OEM) for the following goods/ works:

Tender Ref: 288/BKDS/NPDD-PUR/SAGAR/2025-26

Item Description: Supply, Installation, Testing and Commissioning of Cloud Based Milk Analyser (Ultrasonic based) at various locations in M.P.

<u> </u>	_	
Tender Document Cost (Rs.)	:	Rs. 1,000.00
EMD Amount (Rs.)	:	Rs. 2,50,000/-
Tender Document	:	04/12/2025 Time 12:00 PM Onwards
Download/Sale Start Date:		
Tender Document	:	24/12/2025 Time up to 2:00 PM
Download/Sale End Date		
Bid Submission Start Date	:	04/12/2025 Time 1:00 PM Onwards
Bid Submission End Date	:	24/12/2025 Time up to 06:00 PM
Bid Opening Date	:	31/12/2025 Time at 02:00 PM
Place of opening of Tender	:	Online MP Tender e-Portal
Completion Period	:	Supply - Within 45 Days from the date of issuance of Purchase Order.
		IT&C – Within 15 days from issuance of communication from the Bundelkhand Sahakari Dugdh Sangh. The IT&C should be carried out at DCS level.
Delivery Location	:	As per the details mentioned in the Schedule of Requirement Section III.

For further details or for downloading the bid documents, please visit web site https://www.mptenders.gov.in or contact Group Head, Purchase Bundelkhand Sahakari Dugdh Sangh, Sironja, Sagar, Madhya Pradesh – 470004. on any working day. The intending bidders are required to submit their offer electronically through e-tendering Portal. No physical tender is acceptable by BKDS. The detailed Tender can also be downloaded from website: www.sanchisagar.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 22-23, 23-24 & 24-25) ending 31st March shall be not less Rs. 75,00,000.00 (Seventy-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 (Supply, Installation, Testing and Commissioning of Cloud Based Milk Analyser (Ultrasonic based) 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 P5O.
- 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 BKDS 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 Bundelkhand Sahakari Dugdh Sangh, Sironja, Sagar, Madhya Pradesh – 470004 Phone No.: 9406901217, Email – <u>purchase.bkds@sanchidairy.com</u>.

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 BKDS 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;
 - (e) Schedule of quantities;
 - (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 BKDS in writing or by email. BKDS 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 **10 days** prior to the bid submission date. Written copies of BKDS'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, BKDS 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. BKDS 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 manufacturer's name, specification of goods offered, model no. 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 BKDS. A bid valid for a shorter period shall be rejected by BKDS 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 Bundelkhand Sahakari Dugdh Sangh, Sagar payable at Sagar.

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 BKDS. 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 / retuned 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 goods to be supplied shall be indicated in the field "Unit Rate (in Rs.)" on the Portal on FOR site basis and shall include the charges for packing and forwarding, transportation, transit insurance, unloading and all other local costs incidental for delivery to their final destination, storage insurance (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 item wise quoted price for installation, testing and commissioning to be performed at the final destination 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 %)".
- (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.

BKDS 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 BKDS.

16) Evaluation of bids

a) Preliminary Evaluation

BKDS 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.

BKDS 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, BKDS 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, BKDS'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. BKDS'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 under gone 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 BKDS 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 supply, installation, testing, commissioning and maintenance) **inclusive** of applicable GST.

c) Currency of Bid

All bid prices shall be in Indian Rupees only.

17) Award Criteria

Bundelkhand Sahakari Dugdh Sangh will award 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 30 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 5% of the Purchase Order amount** in accordance with the Conditions of Contract, in the Performance Security Form. 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.
- (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 BKDS

BKDS does not bind itself to accept the lowest bid. BKDS reserves the right to award the job either in part or full. BKDS 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):

В.	Corresponding	GST No.	(of that state):	

21) Address for Communication:

Group Head (Purchase)
Bundelkhand Sahakari Dugdh Sangh,
Sironja, Sagar,
Madhya Pradesh – 470004
Email - purchase.bkds@sanchidairy.com

The detailed Terms & Conditions and Technical Specification is enclosed.

Issued by: **CEO, BKDS, Sagar M.P.**Website - www.sanchidairy.com

SECTION II - TERMS AND CONDITIONS OF CONTRACT

1. Performance Security:

The Performance Security of **5%** of the contract price 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 Bundelkhand Sahakari Dugdh Sangh payable at (Business location of Bundelkhand Sahakari Dugdh Sangh).

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. Date of Delivery:

Date of delivery prescribed shall be deemed to be the essence of the purchase order/contract. Each unit of an item shall be delivered to destination not later than the delivery date specified in the order.

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, Bundelkhand Sahakari Dugdh Sangh 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 Bundelkhand Sahakari Dugdh Sangh 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, Bundelkhand Sahakari Dugdh Sangh 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 Bundelkhand Sahakari Dugdh Sangh.

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.

BKDS/Bundelkhand Sahakari Dugdh Sangh 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.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the date of issuance of the termination notice, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

5. Terms of Payment:

For supply, installation, testing & commissioning:

- **a.** 70% payment shall be released within 30 days against safe receipt, acceptance of goods at site and against submission of original invoice. The payment shall be released after receipt of all the ordered goods at site.
- **b.** Remaining 30% shall be released within 30 days against successful completion of installation, testing & commissioning.

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 on "free delivery at site" including unloading basis, no insurance premium will be paid by Bundelkhand Sahakari Dugdh Sangh. 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. Rejection:

BKDS/Bundelkhand Sahakari Dugdh Sangh reserves the right to reject the goods either in full or in part, if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/ description given in the purchase order. The rejections, if any, will be intimated to the supplier in writing within a reasonable time. The supplier will be liable and responsible to repair/ replace the rejected goods within the original delivery period. No extra payment shall be made for such replacement to the supplier/ contractor for freight, unloading and insurance etc. Till the repair/ replacement is made, the rejected goods shall be lying at supplier's risk, cost and responsibility. If the supplier does not arrange to repair/ replace the rejected goods within the original delivery period, BKDS/ Bundelkhand Sahakari Dugdh Sangh may dispose off such goods at supplier's risk and in the manner BKDS/Bundelkhand Sahakari Dugdh Sangh thinks fit. BKDS/Bundelkhand Sahakari Dugdh Sangh shall be at liberty to purchase the quantity of items rejected from other parties without giving any notice and at supplier's risk & cost and recover the additional expenditure, if any, from any of the outstanding dues of the supplier/ contractor. BKDS/Bundelkhand Sahakari Dugdh Sangh shall be entitled to recover the expenses made by BKDS/Bundelkhand Sahakari Dugdh Sangh on storage and handling of such rejected goods till the goods are removed from BKDS/Bundelkhand Sahakari Dugdh Sangh premises/ stores.

8. Warranty:

The supplier/ contractor must provide a warranty for a minimum period of **36** calendar months from the date of commissioning of equipment for the satisfactory performance of the supplied equipment according to the designed/ rated/ installed capacity or any other norms fixed by BKDS/Bundelkhand Sahakari Dugdh Sangh. If the equipment remains out of order during this period, the warranty will be accordingly

extended by period the equipment was out of order due to non-repair by the supplier/contractor.

9. Drawings, Specifications & Manuals:

Wherever applicable, prior to commencement of manufacturing/ fabrication, the supplier/ contractor shall have to submit for BKDS/Bundelkhand Sahakari Dugdh Sangh's approval three sets of drawings of all the items ordered for supply, showing overall dimensions with typical sections, details of service connections and their equipment, details of drive units etc. for each equipment. Soft copy of the final (As built) drawings shall be submitted. In case of items for which drawing are provided by BKDS/Bundelkhand Sahakari Dugdh Sangh, the supplier/contractor shall fabricate/ manufacture the items strictly in accordance with these drawings and any other instruction given by BKDS/Bundelkhand Sahakari Dugdh Sangh. For such items, there is no need for the supplier/ contractor to submit the drawings to BKDS/Bundelkhand Sahakari Dugdh Sangh for approval prior to commencement of Where documents and drawings are supplied to the fabrication/ manufacture. supplier/contractor by BKDS/Bundelkhand Sahakari Dugdh Sangh, the same must be treated as confidential, must not be copied, reproduced, transmitted or disclosed otherwise in whole or part, nor duplicated, modified, divulged or discussed with any third party nor used in any other way without the consent of BKDS/Bundelkhand Sahakari Dugdh Sangh in writing. All such documents and drawings, shall be the property of BKDS/Bundelkhand Sahakari Dugdh Sangh and they must be returned to BKDS/Bundelkhand Sahakari Dugdh Sangh after execution of the order. Wherever applicable, 3 sets of equipment manual should be provided along with the consignment.

10. 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.

11. Spares:

If asked for, the supplier shall provide a list of spare parts, which will be required for the plants and equipment supplied for at least two years of normal operation with the names and the addresses of the manufacturers from whom these can be procured. The list should contain the code numbers of the parts, which are required to be procured, in addition to the machine number, models etc.

12. 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 BKDS/Bundelkhand Sahakari Dugdh Sangh in triplicate. However, BKDS/Bundelkhand Sahakari Dugdh Sangh reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. The supplier should intimate the BKDS/Bundelkhand Sahakari Dugdh Sangh 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 BKDS/Bundelkhand Sahakari Dugdh Sangh. The supplier should forward to BKDS/Bundelkhand Sahakari Dugdh Sangh 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

13. Dispatch Instructions:

The materials are to be dispatched to the destination by the mode of transport specified in order under intimation to BKDS/Bundelkhand Sahakari Dugdh Sangh. Depending on the type of material, the supplier shall have to carry out proper packing/ crating to avoid breakages in transit. Other details of despatch such as consignee's particulars etc. are mentioned in the purchase order. For using any mode of transport other than the specified one, prior concurrence from BKDS/Bundelkhand Sahakari Dugdh Sangh in writing should be obtained. All consignments should be despatched on freight paid basis irrespective of price basis. In the event of freight payable extra by BKDS/Bundelkhand Sahakari Dugdh Sangh, the supplier shall have to obtain BKDS/Bundelkhand Sahakari Dugdh Sangh's prior approval and produce necessary documentary evidence in support of claims. Unless otherwise stated, the original RR/LR should be sent directly to the consignee along with three copies of invoice and two copies of Delivery Challan/e-way bills and Packing List.

16. Demurrage:

The supplier shall bear and reimburse to BKDS/Bundelkhand Sahakari Dugdh Sangh the full demurrage, if any, paid by reason of delay on their part in forwarding the original despatch documents to the destination mentioned in the purchase order.

17. Submission of Bills:

Bills in triplicate stating therein the purchase order reference along with necessary copies of despatch documents are to be submitted as per instructions given in the purchase order. Unless otherwise stated, 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 BKDS/Bundelkhand Sahakari Dugdh Sangh 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 at 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 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 Sagar (M.P.).

21. Jurisdiction:

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

Section III - Schedule of Requirement

Supply, Installation, Testing, Commissioning of Cloud Based Milk Analyser (Ultrasonic based) (Milk Analyser-Ultrasonic based)

Sr No.	Union Name	Qty.	UoM	Delivery Location
1	Bundelkhand Sahakari Dugdh Sangh	278.00	Set	Bundelkhand Sahakari Dugdh Sangh, Sagar, MP
	Total Qty. Set.	278.00	Set	

Completion Period:

Supply - Within 45 days from the date of issuance of Purchase Order.

Installation, Testing & Commissioning (IT&C) – Within 15 days from issuance of communication from the Bundelkhand Sahakari Dugdh Sangh. The IT&C should be carried out at Dairy Cooperative society (DCS) village level.

Other Terms & Conditions:

Separate PO shall be issued by Bundelkhand Sahakari Dugdh Sangh and Bhopal Sahakari Dugdh Sangh to the successful bidder.

Qty variation: The Total Number of Cloud Based Milk Analyser (Ultrasonic based) (Milk Analyser-Ultrasonic based) Set may increase / decrease, by \pm 10 % at the time of issuance of the Order.

Section IV - TECHNICAL SPECIFICATION

FOR

Cloud Based Milk

Analyser (Ultrasonic

based)

Indicative specifications for Cloud Based Milk Analyser (Ultrasonic based)

1.0	Milk Analyzer		
	Functional	To test & display fat, SNF & added water of sample milk	
1.1	Requirement	electronically.	
1.2	Type	 Ultrasonic principle-based milk analyser for testing fat, SNF & added water Measuring parameters: Fat - 0.5% to 12%, with accuracy +/- 0.1 SNF - 6% to 12%, with accuracy +/- 0.1 Added water - 0% to 60%, with accuracy +/-5 Measuring cycle- Maximum 40 Sec per sample Average testing speed - Minimum 70 samples/ hr Pump type arrangement to circulate of sample for testing Display Size: As per Design OTP based Password protection type calibration arrangement. Data of each calibration activity to be recorded and can be exported for analysis. Repeatability- +/- 0.1% for Fat, +/- 0.1% for SNF, 	
1.3	Operational abilities	1.5% for added water. Mode selection for type of milk – (1) Cow, Buffalo, Mixed / Single Curve with Cleaning, Calibration, System error list etc. With Automatic Start-up Cleaning and Automatic Standby Cleaning facility. 1. Mandatory Auto Cleaning on Start-up. 2. Configurable Idle Time-Based Cleaning with minimum cleaning cycle configuration. 3. System operation data has to be stored within the analyser. Functionality to extract historical logs should be available. 4. Option to transfer, cleaning and calibration data (current/historical) to a connected PC or over cloud should be available 5. Option to connect to wireless device for data transfer	
1.4	MoC for enclosure	Ultrasonic milk analyser for testing %Fat, %SNF & added water. AISI 204 or higher grade 0.75 mm thick minimum, Dairy finish design	
1.5	Display	2 lines, 16 character, LCD display 10 mm Character heights	
1.6	Operating Voltage	I/P- 160 to 260 +/- 10% Volt AC or 12 Volt DC +/- 8%	
1.7	Loose Accessories	 Holding bottom tray for spillage- 1 No. RS 232 Serial Cable- 1 No. (Separate Cable for Individual Equipment). A C Power cable with plug top- 1 No. Measuring mugs-3 No Daily cleaning solution – No. of Bottle 3 (Quantity minimum 200 ml or equivalent). Weekly cleaning solution - No. of Bottle 2 (Quantity minimum 200 ml or equivalent) 	

		• Monthly cleaning solution - No. of Bottle 1 (Quantity minimum 200 ml or equivalent)		
		9 Pin RS232 Male Connector		
	Connectors and ports	 5V Power Supply on #9 number pin. 		
1.8		• 2# number pin should be Rx		
		 #3 number pin should be Tx 		
		 #5 number pin should be ground 		
1.9	Manual	Operating Manual each in English & Hindi		

2.0	Electronic Weigh Scale	
	Functional Requirement	To Electronically weigh & digital display of milk quantity in litre in a Container
2.2	Capacity	200 kg
	Least Count	20 gm
2.4	Weight Accuracy	20 gm as per Standards of W & M Rules 1987 medium accuracy Class III
2.5	Certification & Stamping	Duly certified and stamped by W&M Dept. and confirming to IS:9281(pt 1&2)1979, IS:9281:1981 and IS:9281(Pt.4) 1983 as amended up-to-date
2.6	Display Resolution	1/10,000, (accuracy class III)
2.7	Load Cell	Single, IP 67, grade SS or better of certified and approved make
2.8	Over load & shock load protection	250% (500 kg) to take impact of loading, with audio (beep) visual indication
	Platform Size	600 mm x 600 mm
2.10	Platform MoC	AISI SS 304,1.6 mm thick,150 grit top plate
2.11	Platform under frame material / Design	 Cold rolled mild steel box of adequate size. Hot dip galvanised after fabrication All screw/bolts/nuts/Fasteners to be of SS
2.12	Indication in display EWS unit	Quantity-7 Segment RED LED ,6 digits, minimum 13 mm height, display for mode of operation-zero, tare, kg/litre, by default liter.
2.13	Display Unit mounting	 Pole mounted type with sturdy base and SS 304, 38 mm dia. Pipe-1.2 m high Metallic Body/ PPGI, IP 55 or higher, Tactile switch keys with feedback response, auto calibration & auto span with drift correction, RS 232 serial port with protocol to meet requirement of IBM compatible. Separate Cable and connectors for Individual Equipment
	Calibration protection & Sealing Arrangement	Special arrangement to house PCB & sealing arrangement.Password protection at user end.
2.15	Loadcell Cable / Data transfer arrangement	Data transfer from Load cell to Display through either Wi- Fi or data Cable connection.
2.16	Battery for working on power failure	In built, 6 V capacity minimum for 12 hrs.
2.17	Power Supply	As given above with minimum 2 m power cable with plug top AC/DC

2.18	Model Approval Certificate	Manufacturer to have model approval certificate of regulatory authority/Govt. of India (Weight & Measure Unit) and KG to Ltr. Conversion.	
2.19	Connectors and ports	 9 Pin RS232 Male Connector 5V Power Supply on #9 number pin. 2# number pin should be Rx #3 number pin should be Tx #5 number pin should be ground 	
2.19	Stamping at site	 Supplier to arrange stamping of each scale at site from local Weights & Measure Inspector before installation. 	
3.0	Ultrasonic Milk Sample	Stirrer	
	Functional Requirement	To remove air from fresh milk sample by vibrations created in the milk before testing of milk.	
3.2	Type	Table top, Ultrasonic Stirrer	
3.3	Stirrer for Ultrasonic Stirrer	SS Ball type	
	Ultrasonic Frequency	20-25 KHz (Variable)	
3.5	Timer	1-99 Sec selectable	
3.6	Environment	Suitable for dusty/humid village environment, operating temperature -5 to 50 Degree C	
3.7	Connecting Cables	Minimum 1.5 m Power cable with plug top.	
3.8	Complete ready to use	Item complete in all respect with required electric/electronic parts, ready for use at site.	
3.9	MoC for body	Metallic, 1.2 mm thick minimum	
3.10	Operating Voltage	230 Volts +/- 10%, Single phase AC, 50 Hz and 12 Volts DC +/- 8%	
4.0	SPV Charger, Panel & Ba	attery	
4.1	Functional Requirement	Solar Photovoltaic (SPV) Based Power Unit system for Cloud Based Milk Analyser (Ultrasonic based) (Milk Analyser-Ultrasonic based) is required to install in rural areas at Milk Pooling points. This Unit is required in view of insufficient grid power or at times no power from grid. SPV Power Backup system required to give 06 shifts or 3 days autonomy in case of no sun shine or power outages. The system should be hybrid to have SPV and Grid charging both. The Primary charging should be on SPV and secondary charging should be by GRID.	
4.2	Design Load: The SPV unit should be designed for load of each component of Cloud Based Milk Analyser (Ultrasonic based).	Solar EWS 200 kg- 10 Watt Milk Analyzer - 24 Watt	
4.3	SPV Panel	Adequate Min. 75 Watt; 12 Volt with galvanized frame mounting arrangement, SPV panels should have IEC Certification in accordance with IEC 61215-2	

	I	C D ' O 1'C ' 1 D ' 1 TDC 51-55
		for Design Qualification and Type Approval, IEC 61730-
		1 and IEC 61730-2 for Standards for Safety
		and IEC 61701 for Standards for Salt Mist Corrosion
		Testing.
		To handle the charging current up to 10 Amp.
		Suitable DC sockets for the respective
		components of DPMCU. (Male – Female Connector
		Type).
	Electronic Controller	Connecting Cables included for the respective items of
4.4	unit	DPMCU.
		Battery charging, load indication.
		Battery Health/Charging graphic equalizer and
		Load graphic equalizer.
		Hybrid i.e. SPV and GRID.
		Preference to SPV Charging as primary.
		SPV Charging: Up to 7.5 Amp.
4.5	Battery Charging	Grid Charging: 90-270 V AC. +/- 10% In case
		SPV not available.
		Short Circuit & Overload on both Battery and load. High
		Charging Voltage and Neutral Protection.
	Protections	Reverse battery terminal
		Over charge
		Deep discharge
4.6		Input surge protection by line filter.
		In case of failure of charging cum power unit, bypass
		to be provided for flow of DC supply directly
		from battery to the DPMCU components.
		Thermal shutdown
		Reverse current from battery to SPV.
		Temp 5-50 Deg. C; RH-90% noncondensing, Dusty
4.7	Operating Environment	Environment.
	SPV Plate Mounting	Structure should be GI, 80 micron and mounting should
4.8	Structure	be withstand wind flow of minimum 150 KM/Hrs.
	Suddidie	Solar Tubular Battery of 75 Ah, 12 VDC.
40	Solar Tubular Battery	John Tubulai Dattery of 10 mi, 12 vDC.
7.9	Solai Tubulai Ballery	Maintenance free bettery with MS bettery stand
		Maintenance free battery with MS battery stand.

5	REMOTE DISPLAY UNIT		
5.1	Functional Requirement	To display pourer members milk collected & milk testing and other selected parameters	
5.2	Type	Wall mounted type	
5.3	Display Parameters	i) Member's code-4 digits; ii) Cattle Type- 1 character, iii)Milk Weight-5 digits; iv) Fat %-4 digits; vi) SNF %- 4 digits; vii) Rate in Rs-5 digits; viii)	
		Amount in Rs6 digits RS - 232	
5.4	Connectors and ports	 9 Pin RS232 Male Connector 5V Power Supply on #9 number pin. 2# number pin should be Rx #3 number pin should be Tx 	

		#5 number pin should be ground
5.5	Display Type	7 Bright segments, Red LED, suitable to meet the requirement
5.6	Labels for display	Screen printed
5.7	Environment	Dusty, Humid, preferably housing to be with IP 55 or equivalent protection, rust proof powder coated metallic.
5.8	Connecting Cables	Minimum 5 m Power cable with plug top, Minimum 5 m Data cable with connector at both ends (Separate Cable for Individual Equipment)

Other terms/requirements			
Functional requirement	The Unit should be suitable for instant weighing of milk, measuring % Fat & % SNF. Measuring data from any device should be smoothly transferred over wireless or wired media.		
Calibration of Analyzer:	Secured independent tool for calibration of Analyser by Bundelkhand Sahakari Dugdh Sangh needs to be provided. Perpetual usage rights of the tool should be made available to Bundelkhand Sahakari Dugdh Sangh at no additional cost. However, on demand calibration lies under the scope of work of supplier.		

	3 years comprehensive onsite maintenance & warranty with the following SLA:		
Warrantee obligation	Burnt Electrical/Electronic components after SPV charger panel are also included in warranty terms, even though SPV charger panel is not burnt due to spike in grid lines (excluded physical damage of body due to mishandling).		
	Call should be attended by next business day.		
	Problem to be resolved within 24 hours of attending the call.		
	Within 48 hours in case of parts replacement		
Training Training Hands on training (min one day and two milk collection on usage of supplied components like milk analyzer and components to DCS staff and other officers of Union/Federation.			
Operational & Cleaning SOPs	SOP in English and Hindi shall be provided in laminated wall chart indicating important steps involved in operation & cleaning of Milk Analyzer for displaying in DCS.		

Section V: Price Schedule

Supply, Installation, Testing, Commissioning of Cloud Based Milk Analyser

(Ultrasonic based)

Sr. No.	Item Description	Qty.	UoM	Unit Rate (Rs.)	Applicable GST %	Total Amount Incl. GST. (Rs.)
1	Supply, Installation, Testing, Commissioning of Cloud Based Milk Analyser (Ultrasonic based) as per technical specification, scope of work, terms & conditions mentioned in the tender.	278	Set	Rates to be entered at e- Tender Portal Only.	Rates to be entered at e-Tender Portal Only.	Rates to be entered at e-Tender Portal Only.
	Total Amount incl. GST.					

Note - Rates to be entered at e-Tender Portal on prescribed BOQ Only.

SECTION VI- 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 R	ef. No.: 288/B	KDS/NPDD-PUR/S	SAGAR/2025-2	б
TO:	Chief Executi Bundelkhand Sironja, Saga Madhya Prad	l Sahakari Dugdh S r,	Sangh,	
Gentl	emen:			
Draw Nos. under and special our b Biddi	ings included : (Insert Numbersigned, offer to commissioning fications and di id) and the Co ng Document in	in or referred to in rs), the receipt of vo supply and deliver as detailed in the rawings (except to tonditions of Contractions)	the Bidding D which is hereby er Goods and S he price bid, the extent of de- ct as mentione y be ascertaine	nnical Specifications and the occuments including Addendary duly acknowledged, we, the Services including installation in conformity with technical viation statement furnished in d in or referred to in the saided in accordance with the Bidms.
		ll the conditions of er terms and condi		ocument in this bid form shall ven in our bid.
goods Sched	and Services	including installar	tion and comn	nd complete delivery of all the nissioning as specified in the the date of receipt of your
		d we will obtain the performance of the		es as per the conditions of the
openi	ng as per the l		ers and it shall	ays from the date fixed for bid remain binding upon us and hat period.
accep		ınd your Purchase (bid, together with your written tion of award, shall constitute
We u		t you are not bour	nd to accept th	e lowest or any bid you may
Dated	l this	day of	2025	
	Signature			(In the Capacity of)

Duly authorized to sign bid for and on benail of				
(Name & Address of Bidder):				
Name of Witness:				
wante of withess.				
Signature:	Address:			

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

Seal & Signature of the of the tenderer/bidder.

Form – B

(To be filled and uploaded -mandatory)

To,
Chief Executive Officer,
Bundelkhand Sahakari Dugdh Sangh,
Sironja, Sagar,
Madhya Pradesh – 470004
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 NOdated (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
BKDS 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 VII - Special Condition of Contract

Special Conditions:

- 1. During the Technical Evaluation, the bidder(s) shall arrange for a demonstration of the equipment at BKDS office, Sagar, MP at their own cost, on mutually agreed date & time.
- 2. If needed, Negotiations will be done for prices and as well as terms & conditions; only with the bidder who offers the lowest rate.
- 3. 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.
- 4. 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.
- 5. 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 BKDS/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.
- 6. Bidder to mention list of spares with unit rate (excluding GST) for reference purpose only. The detailed list of spares to be provided along with technical bid.
- **7. Qty variation:** BKDS/ Bundelkhand Sahakari Dugdh Sangh reserves the right to increase or decrease the quantity to be ordered up to **10**% of tendered quantity at the time of issuance of the Purchase Order.

SECTION VIII- DEVIATION STATEMENT

FORM PART-A TECHNICAL DEVIATION STATEMENT

IFB Ref. 288/BKDS/NPDD-PUR/SAGAR/2025-26

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

	CLAUSE	DEVIATION	REMARKS (Including justification)
thos	e of any other d		our bid, except only to the extent of
Date NOT			Signature and seal of the Manufacturer / Bidder
(1)		no deviation, the statement	should be returned (uploaded) duly

FORM PART-B BIDDING TERMS DEVIATION STATEMENT

IFB Ref. 288/BKDS/NPDD-PUR/SAGAR/2025-26

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:

DEVIATION

REMARKS

	(Including justification)
Dated:	Signature and seal of the
Daicu.	
	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:

CLAUSE

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

SECTION IX

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 <code>[name and address of the Bundelkhand Sahakari Dugdh Sangh]</code> , (hereinafter called Principal") of the one part and(hereinafter called "the Contractor") of the other part:
WHEREAS Bundelkhand Sahakari Dugdh Sangh, Sironja, Sagar, Madhya Pradesh being desirous of getting the tendered work done and accordingly the Supplier/Contractor has accepted a bid in response to the BKDS's Bidding Document Reference with regards to undertaking of the (description of the WO/PO), for a sum of Rs (Rupees
 In this agreement words and expressions shall have the same meaning as in the Terms and Conditions and in Section II & Section IV 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, IV and VII 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

- 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 Sagar (M.P.).

6. Jurisdiction: Courts at Sagar, 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

Name of Bundelkhand Sahakari Dugdh (For the Contractor) Sangh

Authorized Signatory

In the presence of: In the presence of:

Witness Witness

1) Signature 1) Signature

Name Name Address Address

2) Signature 2) Signature

Name Name Address Address

(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 Bundelkhand Sahakari Dugdh Sangh]
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
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