**TENDER DOCUMENT**

**ANNUAL CONTRACT FOR OPERATIONS AND MAINTAINANCE FOR MILK POUCH FILLING MACHINES (ALONG WITH THE CODING OF POUCHES & PHOTO CELL OF MACHINES)**

# Through E-Tendering Process Only

**THE BUNDELKHAND SAHAKARI DUGDH SANGH MARYADIT SIRONJA SAGAR**

**Tel. Phone No.: 07582-281345**

**E-mail:** [**sanchimccsagar**](mailto:prod.jal@verka.coop)**@gmail.com**

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|  | **BUNDELKHAND SAHAKARI DUGDH SANGH MARYADIT**  **SIRONJA, SAGAR (M.P.) 470004**  AN ISO 9001: 2015 Certified Organization  E-mail: sanchimccsagar@gmail.com  Phone 07582-281345 |

**Ref No: 192 /BKDS/PO/2020 Dated: 04/06/2020**

**E-TENDER NOTICE**

Online Tenders are invited for operation and maintenanace contract for prepack pouch filling machine at Bundelkhand Sahakari Dugdh Sangh from reputed manufacturer/suppliers. The tender documents containing the terms and conditions can be purchased online & downloaded through following website <http://www.mptenders.gov.in> from 05.06.2020 12.00 PM onwards. The tender will be opened in the office of the undersigned as mentioned in tender time schedule(key date). The detailed Tender Form can be seen (only for reference) at our H.O. website: **www.mpcdf.nic.in**

Online Tender detail as below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **S.No** | **Description of Work** | | | **Cost of Tender (Rs)** |  |
| 1. | Annual contract for operation and Maintenance contract for milk prepack Pouch filling machines (along  with coding of pouches and photo cell of machines). | | | 500/- |
|  | 2. | Annual contract for operation and Maintenance contract for Powder prepack Pouch filling machines (along with coding of pouches and photo cell of machines). | | | 500/- |  |
| **Sr.No** | **EMD (Rs)** | **Date and time for uploading of tender online** | **Last Date and Time of**  **Submission of online tender** | **Date and time of online tender opening** | |
| 1. | Rs. 50,000/- | 05-06-2020 by 12:00 PM | 19-06-2020 by 2:00 PM | Technical Bid on 19-06- 2020 at 4:00 PM  Commercial bid 20-06-  2020 at 3:00 PM | |

###### CHIEF EXECUTIVE OFFICER

**BUNDELKHAND SAHAKARI DUGDH SANGH MARYADIT**

# SIRONJA, SAGAR

# TENDER OFFER

|  |  |
| --- | --- |
| From |  |
| M/s. | Telephone No.\_ \_ \_ |
|  | Office\_ \_ \_ |
|  | Residence |
|  | Fax: |

To

CEO

BKDS Sagar

# Subject: Annual contract for operation and Maintenance contract for prepack pouch filling machines/Powder prepack pouch filling machine (along with coding of pouches and photo cell of machines).

In response to your tender notice no:\_ dated

we hereby submit our lowest offer for subjected job/ jobs as per your terms and conditions mentioned in the NIT document as under:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No** | **JOB DESCRIPTION** | **Unit** | **Rate offered** |
| 1. | Annual maintenance contract for operation and maintenance of milk pouch filling machines (Along with coding of pouches) | per Ltr |  |
| 2 | Annual maintenance contract for operation and maintenance of Powder pouch filling machines(Along with coding of pouches) | Per Ltr |  |

**BUNDELKHAND SAHAKARI DUGDH SANGH MARYADIT**

# SIRONJA, SAGAR (M.P.)

1. **Tender should be submitted online so as to reach this office latest by:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr.no** | **EMD (Rs)** | **Date and time for uploading of**  **tender online** | **Last Date and Time of submission of**  **online tender** | **Date and time of online tender opening** |
| 1 | Rs. 50,000/- | 05-06-2020 by  5:00 PM | 19-06-2020 by 2:00 PM | Technical Bid on 19-06-2020 at 04:00 PM  Commercial bid 20-06-2020  at 2:00 PM |

1. **Tender shall be opened in the presence of intending parties / their representatives, who may like to be present at that time.**
2. **Earnest money should submit online to “Bundelkhand Sahakari Dugdh Sangh Maryadit Sironja , Sagar.”**
3. **Earnest money of unsuccessful Tenderer shall be returned immediately after finalization of the tender.**
4. **Only “VALID” & eligible offers shall be considered.**
5. **Offers should be strictly according to the terms & conditions of our NIT failing which same shall liable to be rejected.**
6. **Normally the tenders will be finalized on the basis of lowest offer strictly as per NIT terms & conditions. However, in exceptional cases where the lowest rates are not found reasonable, Milk Plant may negotiate the rates / terms with the valid Tenderers other than L-1 also.**
7. **Chief Executive Officer, Bundelkhand Sahakari Dugdh Sangh Maryadit Sironja ,Sagar the right to accept / reject any / all tenders without assigning any reason whatsoever.**

|  |  |
| --- | --- |
| **For Chief Executive Officer,** | **Signature of Tenderer** |
| **Bundelkhand Sahakari Dugdh Sangh Maryadit Sironja ,Sagar.** | **Authorize representative** |
|  | **With office rubber stamp** |

**Bundelkhand Sahakari Dugdh Sangh Maryadit**

**Sironja ,Sagar**

**FORMAT FOR TENDERER ASSESSMENT**

|  |  |  |
| --- | --- | --- |
| **1.** | **Name of Company** |  |
| **2** | **Address** |  |
| **3** | **Telephone No / M.No (Office & residence)** |  |
| **4** | **Fax & Email Id** |  |
| **5** | **Nature of Business** |  |
| **6** | **Name of Company / Proprietary / Partnership/ Private Ltd. / Public Ltd.** |  |
| **6(a)** | **In case of Proprietary Company- Name and Address , Telephone No of the proprietor** |  |
| **6(b)** | **In case of Partnership Company- Name and Address Telephone No of the partners** |  |
| **6(c)** | **In case of Public / Private Ltd. Company- Name and Address , Telephone No. of the Chief Executive** |  |
| **7** | **Person(s) to be contacted for**  **clarification if any** |  |
| **8** | **Total No. of employees on date: Administrative** |  |
| **9** | **G.S.T No:** |  |
| **10** | **EPF Code:** |  |
| **11** | **ESI Code No:** |  |
| **12** | **Any special information:**  **(Certified that the information given above is correct to the best of my knowledge)** |  |

**Seal**

**Signature: Name: Designation: Place & Date:**

**INSTRUCTIONS TO THE BIDDERS**

1. **SCOPE OF BIDDER:**

**The Bundelkhand Sahakari Dugdh Sangh Maryadit Sagar invites bids for entering into annual rate contract** for **Annual Contract for Operations and Maintenance for Milk and Powder Pouch Filling Machines (Along With the Coding of Pouches),**

1. **COST OF TENDERING**
   1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and DMU hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

2.2. The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in rejection of its tender.

# CLARIFICATION OF TENDER DOCUMENTS

* 1. A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser’s mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents, which it receives not later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers which have received the tender documents.

# TENDER PROCESS

* 1. **Accessing/Purchasing of Bid Documents :-**

1. It is mandatory for all the bidders to have class-III Digital Signature Certificate (in the name of person who will sign the Bid) from any of the licensed Certifying Agency to participate in e- tendering.
2. Bidders/Suppliers can have access to free view of tenders by using centralizer Govt. of mpeproc website [www.mptenders](http://www.mptenders).gov.in
3. To make a request for Tender Document, Bidders will have to pay tender fee online. After making the request, Bidders will receive the Tender Document which can be checked and down-loaded.

# FOLLOWING MAY BE NOTED:-

1. Registration should be valid at least up to the date of submission of bid.
2. Bids can be submitted only during the validity of their registration.
3. The amendments/clarifications to the bid document, if any will be hosted on [www.mptenders](http://www.mptenders).gov.in
4. If the firm / Consortium (As qualified in RFQ stage for the Project) is already registered with e- tendering portal of mpeproc and validity of registration is not expired the firm / consortium is not required for fresh registration.

# PREPARATION & SUBMISSION OF BIDS:-

After completing all the formalities, the bidders will have to submit the tender Online. For more details, the bidders should follow instructions of centralizer Govt. of madhyapradesh portal ([www.mptenders](http://www.mptenders).gov.in).

# LANGUAGE OF TENDER

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language.

# BID PRICES:-

1. The Bidder shall indicate TOTAL BID PRICE of the Goods and services it proposes to supply under the Contract.
2. The bid price indicated should be i.e. inclusive of all taxes/ duties/ levies etc. on FOD basis.
3. The bidders are requested to furnish detailed break-up of taxes duties & levies considered by them on various components of work. They shall also indicate the classification of goods, rates amount of the Excise duty and the Custom duty considered by them for various components of work in their bid.
4. The Bidder should quote the rates for the imported items with EPCG and Without EPCG

# BID CURRENCY:-

For all goods and services covered in this Bidding Document prices shall be quoted in Indian Rupees only.

# MODIFICATION/SUBSTITUTION/WITHDRAWL OF BIDS :-

1. The Bidder may modify, substitute or withdraw its e- bid after submission, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
3. For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload/ resubmit digitally signed modified bid.
4. For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
5. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re -submit e bid again.

# OPENING & EVALUATION OF BIDS :-

1. Opening and evaluation of bids will be done through online process.
2. The Authority shall open on- line received Bids at the date and time mentioned in e-tender notice, in the presence of the Bidders who choose to attend. The Authority will subsequently examine & evaluate the Bids in accordance with the provisions set out.
3. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this Tender. 'Financial Bid' of non-responsive bidders shall not be opened.

# AWARD CRITERIA:-

The Contract shall be awarded to the eligible bidder whose bid has been determined to the substantially responsive to the bidding documents and who has offered the lowest evaluated bid price. The Bundelkhand Sahakari Dugdh Sangh Maryadit Sagar shall be the sole judge in this regard.

1. **PURCHASER'S RIGHT TO ACCEPT ANY BID & TO REJECT ANY OR ALL BIDS:-** The Purchaser reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of contract without hereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action.

# NOTIFICATION OF AWARD & SIGNING OF AGREEMENT:-

The bidder whose bid has been accepted, will be notified of the award by the employer prior to expiration of the bid validity period by cable, telex or facsimile confirmed by registered letter. The Purchaser shall enter into agreement with the successful bidder within 20 days following the notification of award along with letter of acceptance.

# DECLARATION:

The bidders would give declaration that:-

* 1. We have not been debarred/black-listed by NDDB/any Cooperative Milk Federation Or any other Milk Organization.
  2. We undertake, if our tender accepted, to deliver the material in accordance with the delivery schedules specified by the tender document.
  3. If our tender is accepted we shall submit the bank guarantee in the form prescribed by the purchaser for an amount equivalent to the percentage as specified in the payment term.
  4. We agree to abide by all the terms and conditions of tender document any they will remain binding upon us.
  5. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against fraud and corruption in force in India.
  6. We understand that you are not bound to accept the lowest or any tender you may receive.

# Accepted.

**CHIEF EXECUTIVE OFFICER Signature of the Tenderer/**

**BKDS SAGAR. Authorized representative with Office rubber stamp**.

**Eligibility Criteria for Bidders**

|  |  |  |
| --- | --- | --- |
| **The BUNDELKHAND SAHAKARI DUGDH SANGH MARYADIT**  **SIRONJA, SAGAR (M.P.).** | | |
| **TECHNICAL BID** | | |
| **Annual Contract For Operations And Maintenance For Milk Pouch Filling Machines /Powder Pouch Filling machine (Along With The Coding of Pouches & photocell of machines),** | | |
| **S. No.** | **Description** |  |
| **1** | **Name of Bidder** |  |
| **2** | **Address of Bidder:** |  |
| **3** | **Telephone No. (Office & Residence):** |  |
| **4** | **Name of the Company/Proprietary/ Partnership/Private Ltd. /Public Ltd.**   1. **In case of Proprietary Company, Name & Address, and Telephone No. of the Proprietor.** 2. **In case Partnership Company Name & Address & telephone no. of the**   **Partner.**   1. **In case of public/private Ltd. Company Name & Address & Phone No. of the Chief Executive.** |  |
| **5** | **Copy of Pan Card** |  |
| **6** | **Copy of Aadhar Card** |  |
| **7** | **EPF No** |  |
| **8** | **ESI No** |  |
| **9** | **GST No** |  |
| **10** | **Labour License** |  |
| **11** | **The bidders should have minimum three year experience in any Food Industry.** |  |
| **12** | **Not been debarred/black-listed by NDDB/any Cooperative Milk Federation Or any other Milk Organization.** |  |
| **13** | **Person(s) to be contacted for clarification If any** |  |
| **Note:** | **All the above information must be duly supported by relevant attached**  **documents** | |

**Job description and terms and conditions**

**DOCUMENTS TO BE PROVIDED - Checklist**

* + 1. Rs. 50,000/-(Fifty Thousand only) as earnest money through online mode in the favor of Bundelkhand Sahakari Dugdh Sangh Maryadit Sagar.
    2. The bidder shall provide proof of registration with Labor Department, ESI and EPF and provide certificate of registration having code No. of its Registration with the aforesaid authorities.

1. The bidder shall provide attested copies of the documents showing the constitution of Company, name, Address of the Management and other key personnel along with Telephone / mobile numbers/ email id.
2. The bidder shall provide list of existing clients.
3. The bidder shall provide copy of the terms and conditions duly signed by him on all the pages as a token of his acceptance for the same.
4. The party/ bidder shall give a certificate to the effect that they are not Black listed in the past by any organization/Milk Union.

# Scope of work:

The contractor will be responsible for the complete job of operation and maintenance of milk / lassi / curd /Butter milk/ Powder pouch filling machines (along with coding on pouches and photo cell operation and maintenance) and also operation and maintenance of alight tray washer. The packing is presently done in pack size of ½ ltr, 1ltr, 6ltr, 250ml, 200ml ,400 ml,500 ml for various variants of milk, lassi,dahi,,Butter milk and Powder which may vary from time to time Presently we are packing approx.. 1,00,000 ltr of milk and 5,000 ltr Butter milk per day which may increase or decreased. The job will Include:-

* 1. Coding on all pouches and if in case pouches are found without coding in market leading to any legal issue, it shall be at the risk of the contractor in addition to penalty as per penalty clause. In case of ink jet Printer on machine operator should be responsible for operation and care of inkjet printer. The inkjet printer and its consumable and maintenance shall be provided by Bundelkhand Sahakari Dugdh Sangh Maryadit Sagar. If any damage occur to inkjet printer due to negligence of contractor staff, then contractor will be responsible for repair.
  2. Checking and loading of „ correct „ poly films rolls in machines after lifting from designated place & unloading them from machine & stacking after packing is completed. Any market complaint due to wrong film shall be liable for penalty to the contractor as per penalty clause.
  3. Appropriate preventive maintenance of all the pouch filling machines to be maintained strictly and record to be maintained duly verified by Plant official for all machines. In case of breakdown the machines should be immediately repaired. Operator will change Rubber strip after every hrs and Teflon cloth /Teflon tape must be changed regularly as per requirement to avoid incident of leaked pouches.
  4. Pouches will be packed as per eye mark sensor, hence operator deployed by the contractor must know how to operator machine on eye mark if operator found running machine without Eye Mark sensor will be penalized as per penalty clause.
  5. The weight of pouches is to be controlled by operators through regular checking. There should not be any over/ underweight packets filled. If overweight packets are found, suitable recovery shall be imposed as per penalty clause .In case of any legal consequences due to underweight packets from market, suitable action shall be taken at the risk and cost of the contractor.
  6. At present there are 2 double head machines for milk / Butter milk/ and 1 machine for 1 kg Powder pouch Pack machine. These machines can increase or decrease during course of time. The contractor has to provide sufficient operator corresponding to these machines and one Foreman for machine in each shift. Moreover 1 person to be deputed at each line for coding per shift and one person to be provided for two double head machine. Any shortage in operator or mechanic will be penalized as per penalty clause. Operators must be sufficiently trained in operation & maintenance and able to operate high speed machine and inkjet printers. Staff must be provided in time as per the schedule given by the production Section. In case any operator/maintenance Staff is not found suitable, contractor will have to replace him/her immediately. The filling of milk / Butter milk /Powder pouches should be completed before stipulated time period as decided by the management for evening supply and morning supply. Any delay / short coming in completion of the job continuously for three days shall be treated unsatisfactory performance and in such cases job shall be carried out by the Management at contractor’s risk and cost. Further, if repetition of such delay / short comings continue , Management reserves the right to terminate the contract and accordingly earnest money and security deposit shell be forfeited without issuance of any notice.
  7. Contractor shall ensure removal of any major fault/ breakdown developed in machine immediately. The machine must be made operative within 24 hours; otherwise suitable penalty as deemed fit shall be imposed by the Management including the loss of product.
  8. Contractor has to follow all instructions given to him from time to time to ensure proper operation of machines so as to control problems of leakage, under /overweight filling and proper coding of pouches etc. He will also have to ensure the required yield of pouches per kg of film/as specified in the Rate contract for Poly film from time to time. If Film losses are found to be beyond norms due to cold store leakage, weight variation and low yield etc. the same shall be recovered from the contractor. The record for yield per kg of film and cold store leakage percentage of pouches will be maintained by plant.

1. Repair of cards, PLC, rewinding of motors, transformers if required in the machines is to be got done by the contractor at their own level and cost. U.V.light must function on each head of machines. If on any given time any of the U.V. light found not in function, penalty will be imposed as per penalty clause. For any spare changed provided by BKDS Sagar, Contractor must return old spare to engineering section.
2. The job of coding on filled milk / Butter milk/Powder pouches is also include in the scope of work of the contractor in addition to operation and maintenance of pouch filling machine. The contractor shall ensure 100% legible coding which should be readable and where Date, shift, machine head number or any other information required should be coded on each and every pouch. The manual coding machines if needed, their consumable spares of manual coding machine will be borne by contractor.
3. The contractor shall be provide the required number of batch coding machines at his own cost including good quality Ink, reagent, roller , solvent stereos , rubber mats and spare etc during the period of contract.
4. During the period of contract, the contractor shall use only good quality food grade black ink certified from Govt. Agency indicating that the ink used is Non-toxic and fit for Human consumption. At the end of every quarter, the sample of ink used for batch coding and printing should be got tested at their (contractor) own cost and the certificate in this regard is to be given to Manager (Production). Further the ink should with stand temperature from 5 to 50° C and should not be soluble in milk/water and should not come off by rubbing. The coding on milk / Butter milk/Powder pouches etc. should be done as per FSSAI norms. Any penalty /punishment as imposed by the judicial court on account of misbranding of milk/butter milk/Powder pouches shall be borne by the contractor and make his own presence in the court proceeding also on this account.
5. The operator‟s will ensure Manual/CIP cleaning of all city supply pipe lines /pouch filling machines

.Inside and outside cleaning of machines is the responsibility of contractor. All machines must also be maintained in clean / hygienic and dry conditions. There should not be any pest infestation. Any lapse in this ground will lead to suitable penalty as deemed fit by the management, if it becomes repetitive then termination of contract without any notice.

1. All the consumables and spares as per list enclosed as at Annexure-1 shall be in the scope of a contractor. However, other parts/ spares shall be provided by plant. The contractor will give timely requirement with a lead time of one month so that spares can be arranged. Any unwanted inventory shall be at the risk &cost of contractor.
2. Operation and maintenance of tray washer and cleaning of tray washer at shift end is also the responsibility & comes under the scope of work of the contractor. There is at present one tray washer which may be replaced with new one in future.
3. If during random checking by concerned shift Incharge / Manager Production any deviation is found in terms of uncoded pouch , machine running without eye mark, overweight/underweight pouches, unhygienic condition of machine ,non-functioning of U.V. light ,excessive film wastage

,improper uniform of operator, then such thing unless genuine will be penalized as deemed fit by the management as per penalty clause.

1. The packing shall be done as per the directions of Manager Production or relevant official on duty from time to time.
2. The machines will be given in working condition before starting the contract. At the expiry of the contract, the contractor shall also hand over all the machines in good working conditions.
3. All the operators of approved contractor shall wear prescribed uniform. In case of non- compliance, penalty shall be imposed by the Management as per penalty clause.
4. The tenderer is required to deposit EMD of Rs. 50,000 which for a successful tenderer will be converted into security deposit and the same will not carry any interest on it. It shall be refunded after completion of satisfactory performance of the contract. Further for the successful tenderer total security deposit of Rs. 1, 00,000 (1 Lac) (excluding money deposited in form of EMD) shall be deducted from the bills.
5. Milk Union shall pay to the contractor, remuneration at the agreed rates per month for the aforesaid job.
6. All payments made by Milk Plant, BKDS Sagar shall be after deduction of taxes at source wherever applicable as per previous of the income tax Act 1961 or any other law. The contractor will provide copy of Pan Card (duly signed) and Adhaar Card to Milk Plant, BKDS Sagar.
7. Either party can terminate this agreement by giving two month‟s written notice without assigning any reason and without payment of any compensation thereof. However, Bundelkhand Sahakari Dugdh Sangh Maryadit Sironja Sagar may give only twenty four hours‟ notice for termination of this agreement to the contractor when there is non-compliance of any of the terms and conditions of this agreement or the contractor

has failed to comply with the statutory obligation in addition to forfeiture of security amount lying with the Milk Union in full.

1. The contractor shall employ competent persons of age not below 18 years to carry out the job with good physique and character to the Bundelkhand Sahakari Dugdh Sangh Maryadit Sironja Sagar. A copy of Adhaar card of these employees must be submitted with Bundelkhand Sahakari Dugdh Sangh Maryadit Sironja Sagar. In case if any personal so provided is not found suitable, Bundelkhand Sahakari Dugdh Sangh Maryadit Sironja Sagar shall have the right to ask the contractor for replacement without giving any reason thereof and the contractor on receipt of written communication from the Bundelkhand Sahakari Dugdh Sangh Maryadit Sironja Sagar will have to replace such person with in two days.
2. The employees of the contractor should abide by the rules and regulations of Milk Plant, Sagar. They should strictly avoid smoking, chewing tobacco and drinking alcohol while being on duty.
3. Only the contractor shall have the right to take disciplinary action against any persons engaged / employed by him, while no right whatsoever shall vest in any such persons to raise any dispute and

/or claim what so ever against the BKDS SAGAR Dairy shall under no circumstances, be deemed to be or treated as the employer in respect of any persons engaged /employed by the contractor for any purpose, what so ever nor would Milk Union be liable for any claims what so ever in respect of any such persons /employee of the contractor.

1. In case any of the staff members of the contractor is found indulging in the acts of theft or anti management activity or causing loss or damage to the property of the Milk Union directly or in connivance with other in the aforesaid acts, the Milk Union may impose a penalty up to 25 times the cost of the material /damage.
2. The contractor will employ its own persons to execute the work allotted to him. Such persons engaged by him will be his employees for all intents and purposes. He will abide by and maintain proper record with regard to number, name of employee, attendance, leave, wages and other records prescribed under the minimum wages act or any other labour laws applicable to such

persons and provide all other stator benefit in respect of its staff, wherever applicable. The contractor will be pay employer‟s share of EPF, ESI contributions in respect of staff, wherever applicable.

1. Deduction of taxes shall be made as per applicable rules from contractor‟s bill. The contractor should have PAN card and the photocopy of the same to be enclosed along with tender form.
2. The contractor will abide by all the labour laws including payment of wages act which should not be less than the minimum wages, prescribed by the MP Govt. and will deposit statutory contribution under the ESI, EPF and any other rules as applicable through BKDS SAGAR Dairy with concerned authorities. The contractor shall give an undertaking to the Milk Union that it has complied with the labour department as per the provision under the contract labour (R&P) act and obtain the required license.
3. The employees of the contractor rendering the services under this contract shall never be deemed to the employees Of the BKDS SAGAR Dairy in any manner what so ever and shall not be entitled for employment /salary/wages, damage, compensation or any\thing arising from their deployment by the contractor or rendering the said services. In other words, there will be no privities of contractor between the personal provided by the contractor and the Milk Union.
4. The contractor will intimate his permanent address with proof & telephone /fax number/Email –Id to BKDS SAGAR Dairy for correspondence purpose immediately in writing and as and when there is any change in the said address.
5. The employee of the contractor will maintain personal hygiene /cleanliness and should not be suffering from any contagious or other communicable disease. The contractor shall get them medically examined for any type of contagious communicable disease and the should be fit to work in a food industry. The record for the same to be maintained by the contractor which can be verified by the Manager Production from time to time.
6. The employee of the contractor shall be allowed to enter inside the factory of Milk Union only against authorized gate passes countersigned by the union authorized. The contractor will be responsible to give net result of the specified work. His employee shall work within the sphere of jobs assigned to them. THE Management of milk union shall not have control over the employee of the contractor but the contractor will ensure that he or his employees do not transgress the limits of specified area of work or disregard settled code of conduct.
7. **DISPUTE ARBITRATION & FINAL AUTHORITY:**

It should be clearly understood that in the event of a successful tenderer failing to accept and execute the supply order, then decision of the Chief Executive Officer, Bundelkhand Dugdha Sangh Mydt., in this respect will be final and binding on the successful tenderer.

For all matters of dispute, the decision of the Honourable Chairman, Bundelkhand Sah.Dugdha Sangh Mydt. Under Arbitration and Conciliation Act. 1996 shall be final and binding on all the concerned.

For all disputes, the venue for legal course shall be at Sagar.

1. The contractor shall have to execute an agreement with the management of BKDS SAGAR, containing term and conditions of this contract on a non-judicial stamp paper of the value of Rs. 1000/- duly stamped and signed by Notary Public.
2. The contract shall execute an indemnity Bond and shall in indemnify the BKDS SAGAR for any liability, claim and damages etc. arising our of violation of any statutory rules or obligation or instruction of the management of staff due to any accident or adverse eventually. The contractor shall also make good the entire loss caused to any property or material of the Milk

Union by the contractor or his staff due to omission/ commission, negligence default or error in judgement on part of itself and /or his personnel in rendering service under this contract.

1. The contractor shall furnish all the relevant papers regarding its constitution, names and address of the management and other key personnel and proof of its registration with the concerned Govt. Authorities required for running such a business to BKDS SAGAR. The contractor shall not change its ownership or transfer the contract to any other person /party.
2. In the event of failure of the contractor to provide the service of part thereof, as mentioned in this contract, for any reasons what so ever, the BKDS SAGAR shall be entitled to procure service from other source and the contractor shall be liable to pay forthwith to the BKDS SAGAR the difference of payments made to such other sources beside damage at double the rate of the payment.
3. The contractor shall provide list showing name, date of birth and complete address of the persons employed by him and shall maintain attendance register shift wise of the persons which shall be verified checked by the authorized persons of BKDS SAGAR.
4. The contractor shall provide Provident Fund account number and ESI account number of his each employee to account department of BKDS SAGAR.
5. The management reserves the right to add /amend any of above terms and conditions during the currency of the contract keeping in view the smooth execution of the job.
6. Billing: The BKDS SAGAR Dairy shall make the payment to the contractor by cheque every month within 15 days on the receipt of a proper bill from the contractor duly verified by Manager Production/Engineering for the satisfactory performance. Further he has to give a certificate that he had deposited all the statutory benefits of his employees such as ESI/EPF Contributions in the presence of the representative of Milk Plant along with payment of wages to his employees. Income Tax/ TDS as applicable shall be deducted from the contractor‟s bill.
7. The contractor shall be effective for a period of one year. The contract can be extended further up to six month by the Milk Union parties on the same rates and terms & conditions. But it can be further extended up to Twelve months with the mutual consent of both the parties on the same rates and terms & conditions. Contractor shall, however, have no right or claim for extension. The contract shall cease to exist on the expiry of the original terms & no notice, in this regard, shall be required from either of the party.
8. Management reserves the right to cancel any tender or all the tenders without assigning the reason thereof.
9. **Penalty Clause:-** The following penalties may be imposed as deemed fit by the management :
   1. Occurrence of underweight pouch from the market / overweight pouches from cold store:

1st time: Rs.200/-per pouch 2nd time: Rs. 500/- per pouch

And thereafter Rs. 1000/- per pouch

* 1. Shortage of Operators /coding person: Rs.500/-per operator /coding person for a shift
  2. Non Functioning of U.V. light: Rs. 300 per U.V. light
  3. Rs. 200/- per person per day for without uniform
  4. Rs. 300/- per Head of Machine if pouches are found packed without eye mark sensor.
  5. Occurrence of improper / uncoded pouches from market / cold store: 1st time: Rs. 100/- per pouch

2nd time: Rs. 200/- per pouch

And thereafter Rs. 500/- per pouch

* 1. On the occurrence of wrong film pouch from the market:

1st time: Rs. 100/- per pouch 2nd time: Rs. 200/- per pouch

And thereafter Rs. 2000/- per pouch

* 1. Losses due to leakage and low yield of film from the desired fixed norm fixed by Management will be calculated on actual basis and cost of film shall be deducted from bill of contractor as per prevailing rate.

Submitted for kind approval of Tender Documents

**Chief Executive Ofiicer**

**BKDS Sagar**

Signature Not Verified

Digitally signed by SUGYAN PRASAD SINGH

Date: 2019.06.11 15:26:45 IST

Location: Punjab