

	<p align="center"><b>BUNDELKHAND SAHAKARI DUGDH SANGH MARYADIT</b></p> <p align="center"><b>SIRONJA, SAGAR (M.P.) 470004</b></p> <p align="center">AN ISO 9001: 2015 Certified Organization</p> <p align="center">E-mail: sanchimccsagar@gmail.com</p>
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**Ref No: 433/BKDS/IM/2023**

**Dated: 04/01/2023**

***INVITING E- TENDER (3<sup>rd</sup> call)***

Online Tenders are invited for supply of Liquid Nitrogen (LN2) at Bundelkhand Sahakari Dugdh Sangh, Sagar from manufacturer/distributor/dealer. The tender documents containing the terms and conditions can be purchased online & downloaded through following website <http://www.mptenders.gov.in> from date – 05.01.2023 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 website: [www.sanchidairy.com](http://www.sanchidairy.com) any changes in tender documents will be notified on our website only and not at any other sources/platforms, hence bidders are requested to visit the site regularly. The Chief Executive Officer Bundelkhand Sahakari Dugdh Sangh Maryadit has all the right to accept or reject any or all bids.

Name of item	EMD (Rs)	Tender Fee (Rs)	Bid submission last date & time	Tender opening
Supply of Liquid Nitrogen (LN2)	20,000/-	1000/-	11.01.2023 4:00 PM	12.01.2023 4:00 PM

**CHIEF EXECUTIVE OFFICER**

**BUNDELKHAND SAHAKARI DUGDH SANGH MARYADIT  
SIRONJA, SAGAR 470004**

E-mail: sanchimccsagar@gmail.com

**DOCUMENT COST Rs. 1000/-**

**TENDER FOR PURCHASE OF LIQUID NITROGEN**

**TENDER DOCUMENT**

Schedule I	:	General Terms & Conditions.
Schedule II	:	Specification & Quantity & EMD
Schedule III	:	Form A & B
(To be downloaded filled manually & scanned copy uploaded online.)		
Schedule IV	:	Price Schedule
Tender Cost	:	Rs.1000/- (Rupees One thousand only)
Place of opening of Tender	:	Meeting Hall of The Bundelkhand Sahakari Dugdha Sangh Maryadit, Sagar.
Address for Communication	:	The CEO, Bundelkhand Sahakari Dugdha Sangh Maryadit, Sagar 470004

**CHIEF EXECUTIVE OFFICER**

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

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

**Item description**

**Liquid Nitrogen (LN2) 99.99% Purity in containers Jumbo- 12 (65 Liters Capacity)  
Capacity of containers: Jumbo-12 (65 Liters Capacity), Approx.15 Containers per trip**

**Terms & Conditions**

**1.0 DECLARATION:**

**The submission of a tender by a tenderer implies that he/she has read the notice and conditions of the tender and the terms and conditions of contract and has made himself/herself aware of scope and specifications of the supplies to be made and the destination where the supplies have to be made and satisfied himself/herself regarding the quality and specifications of the articles.**

**2.0 TENDER SUBMISSION:**

- 2.1 Only online tender will be accepted Tenders received by e-mail will not be considered.
- 2.2 Individuals signing on the tender and other related documents must specify in which capacity of the firm he/ she has signed the documents. (copy to be uploaded – mandatory)
- 2.3 The tenderer(s) should clearly state in their offer the address, telephone, fax, e-mail, PAN and GST. Any change in the address should immediately be communicated to the Chief Executive Officer, Bundelkhand Sahakari Dugdh Sangh Mydt, Sagar and correspondence thereafter will be made at the changed address.
- 2.4 Negligence on the part of tenderer in filling the tender form offers him/her no right to withdraw the tender after it has been opened.
- 2.5 The acceptance of the tender and award of the purchase order will be the sole right of the Chief Executive Officer, Bundelkhand Sah. Dugdha Sangh Mydt. Sagar who does not bind himself to accept a tender in whole or in part or reject any or all the tenders received without assigning any reasons and no explanation can be demanded of the cause of rejection of the tender by any tenderer.
- 2.6 The Chief Executive Officer, BKDS reserves the right to place order for whole requirement with any tenderer or split the orders among one or more tenderers or not to purchase at all any item even after rate approval.
- 2.7 Each tender should be accompanied with copy of PAN, GST.

- 2.8 The Tenderers should submit the tender rates in the Schedule IV only. The conditional tenders are liable to be rejected.
- 2.9 No person or firm is permitted to submit more than one tender under different names.
- 2.10 The tenderer shall not sublet the contract or assign to any other party or parties, the whole or any portion of the contract without prior written permission of Chief Executive Officer, BKDS during the supply.
- 2.11 Demonstration of equipment, machines or articles available with the firm shall be arranged by the tenderer at his own cost, whenever requested by Bundelkhand Sah. Dugdha Sangh Mydt.
- 2.12 Manufacturers will be given preference. Copy of license is to be attached with tender for each item filled in, wholesalers dealing with the item will have to attach copy of authorization certificate of the manufacturer. (copy to be uploaded –mandatory).
- 2.13 Tenderer shall fill all the details of the unit in the enclosed form- A in schedule-III. (copy to be uploaded – mandatory).

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

- 3.1 All the tenderers are required to deposit Rs.20,000/- online form [www.mptenders.gov.in](http://www.mptenders.gov.in) EMD should be submitted online only and attach copy of proof for payment of EMD in technical bid.
- 3.2 Any tender which is not accompanied with Earnest Money deposit are liable to be rejected. EMD Exemption allowed only to the bidders who registered with M.S.M.E. and having their establishment situated in M.P. State. As the tender will be finalized the unsuccessful tenderers will get back the EMD from MP TENDERS (as per their norms) online. The Earnest money successful tenderers will be released on completion of supply/work as the case may be within the stipulated period without any interest amount.
- 3.3 No interest will be paid on the earnest money for the period during which (the EMD) lying in deposit with Bundelkhand Sahakari Dugdha Sangh. Maryadit.

### 4.0 PRICES:

- 4.1 Rate should be quoted for the material as per the specifications given in the schedule II of the tender document. In case of any doubt as to the meaning of any of the terms & conditions or the specifications, the tendering firm may set forth the particulars thereof and submit them to the Bundelkhand Sah. Dugdha Sangh Mydt, in writing that such doubts may be removed before submitting the tender.
- 4.2 Prices offered by the tenderers should be firm and free from all escalations and shall be valid at least for a period of 12 months from the date of approval of rates. BKDS will have the right to extend the validity of tender approval by 6 months on the basis of mutually agreed. We would communicate our rate approval within 45 days of opening of tender.
- 4.3 The Tenderer should quote rate on F.O.R Sagar basis i.e. Registered firms/agencies have to carry the container on their own expenses from Institute & make delivery within 4 days after refilling/refill the containers at the site.
- 4.4 The average requirement is approximate 1500 liters per month.

- 4.6 If needed, negotiations will be done for prices and as well as terms & conditions of material supply only with the party which offers the lowest rate.
- 4.7 The prices charged for the material supplies under the contract by the supplier firm in no event shall exceed the lowest price at which the supplier firm sells the material of identical tender description to any other persons/ firms during the period and until the execution of all supply orders placed during contract period.
- 4.8 The lowest rate shall not be the only criteria to approve the tender.
- 4.9 Wharfage /Demurrage etc. on account of incorrect or delayed delivery/dispatches of material/documents must the responsibility of supplier and shall be recovered from the bills.

## **5 LIQUIDATED DAMAGES:**

5.1 The time period and the date of delivery of the material stipulated in the purchase order shall be deemed to be the essence of the contract. Once firm delivery date(s) are fixed for supply of material they shall be strictly adhered too. In case they are not followed, or in case of delay in execution or non-execution of the order, the Dugdha Sangh reserves the right either to cancel the order and make alternative purchases from other sources, at the risk and cost & expenses of the defaulting supplier. In case the supplies are not fulfilled as per the schedules, the liquidated damages may be charged on the goods not so delivered as under: -

S..No.	Duration of delay	Liquidated Damages
1.	Upto 15 days	1% cost of the order value
2.	Between 16 to 30 days	2% cost of the order value
3.	Beyond 30 days	Upto 5% cost of the order value

- 5.2 If the tenderer fails to make supply as per purchase order without any valid reason, the order would be treated as cancelled and the firm may be blacklisted for future dealings and EMD also would be forfeited by the management.

## **6 INSURANCE:**

**Insurance is to be arranged by the tenderer.**

## **7.0 INSPECTION:**

- 7.1 All the materials supplies are subject to inspection at our stores before acceptance. If goods are rejected due to defective or wrong supply, the report of our authorized official in this respect shall be FINAL and no correspondence on the subject would be entertained. The rejected goods should be removed from our premises by the tenderer within 15 days after receipt of our inspection report failing which the same shall be returned to the supplier at his risk and expenses or disposed of in auction and the proceeds, if any, less expenses would be credited to tenderer's account.
- 7.2 Sample of the articles should be sent/produced before the competent authority if asked for within 3 days or as mutually agreed.

## 8.0 PAYMENT:

Our normal terms of payment are full payment after receipt, inspection and acceptance of materials in our stores within a period of about 30 days after receipt. Such payments shall be made through accounts payee cheques / RTGS. Tenderer agreeing to these terms would be given preference over those specifying other terms.

## 9.0 AGREEMENT

An agreement for supply of item and service level will be done between successfully tenderers and BSDSM. Format will be provided by BSDSM.

## 10.0 TERMINATION OF CONTRACT:

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

## 11.0 CONSEQUENCES OF BREACH OF AGREEMENT:

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

## 12.0 DISPUTE ARBITRATION & FINAL AUTHORITY:

- 12.1 It should be clearly understood that in the event of a successful tenderer failing to accept and execute the supply order, then decision of the Chief Executive Officer, Bundelkhand Sah Dugdha Sangh Mydt., in this respect will be final and binding on the successful tenderer.
- 12.2 In any case of dispute between material/ services supplier and Bundelkhand Sahakari Dugdh Sangh matter will be presented to MD, MPCDF for resolution.
- 12.3 For all disputes, the venue for legal course shall be at Sagar.
- 12.4 For all matters of dispute resolve under Arbitration and Conciliation Act. 1996 shall be final and binding on all the concerned.

*Chief Executive Officer  
Bundelkhand Sahakari Dugdha Sangh Mydt. Sagar*

## SCHEDULE - II

### Item description

**Liquid Nitrogen (LN2) 99.99% Purity in containers Jumbo- 12(65 Liters Capacity)  
Capacity of containers: Jumbo-12 (65 Liters Capacity), Approx.15 Containers per trip**

- Rates are to be quoted on FOR Sagar dairy basis in Jumbo-12 Containers provided by BKDS.
- The average requirement is approximate 1500 liters per month.
- The purchase will be made in piecemeal and on requirement basis. The quoted rates will be valid for a minimum period of one year from the award of contract.
- EMD-Rs. 20000/-

**BUNDELKHAND SAHAKARI DUGDHA SANGH MARYADIT,  
SIRONJA, SAGAR 470004**



**SCHEDULE – III**

**Form – A**

**(To be uploaded - mandatory)**

To,  
Chief Executive Officer  
BKDSM, SAGAR

Dear Sir,

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

**Seal & Signature of the of the tenderer**





**BUNDELKHAND SAHAKARI DUGDHA SANGH MARYADIT,  
SIRONJA, SAGAR 470004**

**SCHEDULE – III**  
**Form – B**  
**(To be uploaded -mandatory)**

**To,**

Chief Executive Officer  
BKDSM, Sagar

Date:

Dear Sir,

I/We hereby furnish below some particulars about our company/unit which will form a part of our offer submission:

1. Name of the Co./Unit : \_\_\_\_\_
2. Address of the Co./Unit : \_\_\_\_\_  
\_\_\_\_\_
3. Telephone Nos.(with STD Code): \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
Email ID : \_\_\_\_\_
4. Name of the CEO/Proprietor/ Partner : \_\_\_\_\_
5. Name and designation of other : \_\_\_\_\_  
Authorized signatory of the Co./Unit
6. Particulars of Regn. Certificate : \_\_\_\_\_  
Issued by the competent authority  
(Regn No. & Date)
7. We are manufacturer/distributor/dealer/supplier of .....Co.(with proof)
8. GST NO ..... dtd.....
9. PAN Number (Permanent Account Number- Income Tax) :
10. Have your Co./Unit or its sister concern ever been black listed/ debarred by BSDSM or its sister Milk Unions or GOI /GOMP & its undertaking? YES / NO

**Seal & Signature of the**

**Authorized Signatory of the Co./Unit**

(Copies enclosed)

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



**BUNDELKHAND SAHAKARI DUGDHA SANGH MARYADIT SIRONJA,  
SAGAR 470004**

**SCHEDULE – IV**

**Form – C**  
**(To be uploaded – mandatory only online)**

**(PRICE BID)**

<b>TENDER NUMBER:</b>	
<b>NAME OF TENDERER:</b>	

S. No.	DESCRIPTION	Rate/Liter F.O.R. Sagar Dairy, GST Included
1	Liquid Nitrogen (LN-2)	
S.		

**(Seal & Signature of the tenderer)**

