

**BUNDELKHAND SAHAKARI DUGDH SANGH MARYADIT****SIRONJA, SAGAR (M.P.) 470004**

AN ISO 9001: 2015 &amp; ISO 22000:2005 Certified Organization

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**Ref No: 83 /BKDS/CORD/SAGAR/2022****Dated: 04.07.2022****NOTICE INVITING TENDER**

Bundelkhand Sahakari Dugdh Sangh Maryadit, Sagar invited e-tender for non-comprehensive maintenance of bulk milk coolers installed at different dairy co-operative societies and milk chilling centers, in milk shed area of Bundelkhand Sahakari Dugdh Sangha Maryadit, Sagar. The tender notice, tender documents, containing the terms and conditions can be purchased online & downloaded through following website <http://www.mptenders.gov.in>, from 05.07.2022 12:00 PM onwards upto 25.07.2022 at 3:00 PM. The tender will be submitted from 05.07.2022 12:00 PM onwards upto 25.07.2022 4:00 PM. The tender will be opened on 26.07.2022 4:00 PM. The detailed Tender Form can be seen (only for reference) at our H.O website: [www.sanchidairy.com](http://www.sanchidairy.com) CEO, BKDS has full right to cancel the Tender at any stage without assigning any reason thereof. Corrigendum/Amendment if any to this publication would appear only on the above-mentioned websites and will not be published elsewhere.

**Chief Executive officer**

**BUNDELKHAND SHAKARI DUGDHA SHANGH MARYADIT  
DAIRY PLANT, SIRONJA, SAGAR (M.P.) 470004**

**DOCUMENTS**

e-Tender for	: Maintenance of bulk milk coolers with DG sets & accessories installed at village level DCSs & at Milk Chilling Centre
Schedule 1	: Tender submission, EMD, General terms & Conditions, Dispute, Arbitration & final authority and Form – A
Schedule 2	: Agreement and Terms & Conditions of agreement with scope of work
Schedule 3	: Rate offer form
Earnest money deposit	: Rs.50,000/-
Place of opening	: Bundelkhand Sahakari Dugdha Sangh Maryadit, Sagar
Address for Communication	: The Chief Executive Officer Bundelkhand Sahakari Dugdh Sangh Maryadit, Sironja, Sagar (M.P.) 470004

**Chief Executive Officer**

## **SCHEDULE - 1**

Bundelkand Sahakari Dugdha Sangh Maryadit, Sagar invites online tenders from persons/parties having experience of Bulk Milk Coolers maintenance as per the terms and conditions mentioned in the agreement form.

C.E.O. Bundelkhand Sahakari Dugdha Sangh Maryadit, Sagar reserves the right to accept or reject any or all tenders, which in their opinion justify such action, without further explanation to the tenderers.

### **1.0 General instructions to the tenderer:**

- 1.1 Individual signing the tender and other related documents must specify whether he has signed as:
  - a) The sole proprietor of the firm or constituted attorney of such proprietor.
  - b) A partner of the firm, if it is partnership firm in such case he must have authorities to refer to the arbitration disputes concerning the business of the partnership either by virtue of partnership deed or by power of attorney.
- 1.2 The tenderers should clearly furnish the details of firm address, telephone, fax, and E- mail ID.etc.in the Form-A Any change in the address should immediately be notified to the Chief Executive Officer, Bundelkhand Sahakari Dugdha Sangh Maryadit, Sagar and Correspondence thereafter will be made at the changed address.
- 1.3 All the tenderes shall be required to deposit Earnest Money of Rs.50,000/- (Rupees Fifty Thousand Only) through online on mptenders portal. Any tender which is not accompanied by Earnest Money Deposit will be rejected
- 1.4 Earnest money Deposit of unsuccessful tenderer will be returned within 60 working days from the date of opening of the tender. The Earnest Money Deposit of the successful tenderer will be released on completion of contract period.
- 1.5 No interest will be paid on the Earnest Money Deposit for the period during which it lies in deposit with Bundelkhand Sahakari Dugdha Sangh Maryadit, Sagar.

### **2-0 Submission of e-tender**

- 2.1 Tenderers are required to submit GST Number, PAN Number, Company registration, experience certificate, and the Form-A duly filled copies to be uploaded online and physically at the office of BKDS by date..... and time..... i.e. by the close of tender submission, A' tender reference must be deposited by the stipulated time otherwise financial bids submitted through online tender will not be consider for opening.
- 2.2 Rate shall be submitted online only. The rate form enclosed in the document is only for reference and not for physical submission.

### 3.0 GENERAL TERMS& CONDITIONS:

- 3.1 The acceptance of the tender and award of the work order will be the sole right of the Chief Executive Officer, Bundelkhand Sahakari Dugdha Sangh Maryadit, 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 in the case of rejection of the tender by any tenderer.
- 3.2 Chief Executive Officer, Bundelkhand Sahakari Dugdha Sangh Maryadit, Sagar reserves the right to issue order for all places to any tenderer or split the work order among one or more tenderers.
- 3.3 No persons or firm is permitted to submit more than one tender under different names.
- 3.4 The submission of a tender by a tenderer implies that he has read the notice and conditions of the tender and the terms and conditions of contract and has made himself aware of scope of the work to be done.
- 3.5 Each page of the tender document and its enclosure should be signed and stamped at the bottom by the tenderer in token of his acceptance of the terms & conditions of the tender. Conditional tenders are liable for rejection.
- 3.6 The Tenderers should have the company experience by Dairy Co-operative organization maintenance of Bulk Milk Coolers {BMCS} & DG Sets. Certificates of experience, should be submitted along with the Technical bid. Minimum experience is five years (Note: - Personal experience not valid)
- 3.7 Each tender should be accompanied with Income Tax Return of Last 2 Financial year (2019-20, 20-21), without that the tender may not be entertained.
- 3.8 The tenderer must have GST Number, PAN Number, Company registration, experience certificate shall be submitted along with the online submission of tender document.
- 3.9 successful tenderer fails to start work within the stipulated period mentioned in work order without any valid reason, the order would be treated as cancelled and the EMD would be forfeited.
- 3.10 The Successful 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, Bundelkhand Sahakari Dugdha Sangh Maryadit, Sagar.

- 3.11 The successful tender will have to enter into an agreement to be executed on stamp paper worth Rs. 1000/- for execution of work as per the enclosed Performa of agreement and terms & conditions of which shall govern the agreement under schedule – II.
- 3.12 The agreements for AMC shall initially be made for 3 years and subject to satisfactory performance and mutual consent the contract period can extend for one-year period and for a maximum of another two year.
- 4.0 DISPUTE, ARBITRATION & FINAL AUTHORITY:
- 4.1 It should be clearly understood that in the event of successful tenderer failing to accept and execute the work order, and render satisfactory services decision of the Chief Executive Officer, Bundelkhand Sahakari Dugdha Sangh Maryadit, Sagar in this respect will be final and binding on the tenderer.
- 4.2 For all matters of dispute, the decision Under Arbitration and Conciliation Act. 1996 shall be final and binding on all the concerned.
- 4.3 For all disputes, the venue for legal course shall be at Sagar.

**Chief Executive Officer  
Bundelkhand Sahakari Dugdha Sangh  
Maryadit, Sironja Sagar**

FORM - A

**PARTICULARS OF THE UNIT**

(To be submitted along with the Technical bid)

I/We hereby furnish following particulars about our Unit:

1. Name of Unit : .....
2. Address of the Unit : .....
3. Name of Proprietor/Partners : .....
4. Name with designation of other  
Person authorized to sign the  
Documents on behalf of the unit,  
if any. : .....  
: .....  
: .....
5. Telephone/Mobile & E-mail: - : .....
6. Whether the unit or its sister : (Tick) Yes/No  
concern unit or any unit of their  
Proprietorship or Partnership,  
if any, has been blacklisted/debarred  
Or penalized by any Central or state  
Government organizations at any time
7. If the reply is 'Yes' when & why? : .....  
Give reasons in detail
8. Experience Certificate : .....  
(work order copy)  
Pan No. : .....  
GST NO. : .....  
I.T. return of last two Financial years : .....  
Company Registration : .....  
: .....

**Signature of the Authorized Signatory  
Of the Unit**

## SCHEDULE – II

### Agreement

This agreement is made the day .....20.... between Bundelkhand Sahakari Dugdha Sangh Maryadit, Sagar through its Chief Executive Officer (hereinafter called the FIRST PARTY), which expression shall, where the context be including his successor in office & M/S. .... (hereinafter called the SECOND PARTY), which expression shall where the context so admit includes his heirs, executors, successors and assignee on the second party.

Where the second party has offered for annual maintenance contract rate vide their offer in tender reference No..... BKDS/COORD/20..... due on .....

WHERE AS the first party has agreed to give contract of BMC maintenance for Three years on the offered rate Rs..... per BMC per Year of DCS Centre or Chilling Centre) irrespective of number of BMCs & their capacity, DG sets and accessories.

Now, therefore, the agreement witnesses and is hereby agreed as following.

1. The approved rates shall be valid for two years from the date of approval of the rate and agreement shall be effected from.....
2. The agreement shall be governed by the terms and condition and scope of work as per annexure I&II attached herewith

Signature  
(Second party)

Signature  
(First party)

For

Chief Executive officer  
Bundelkhand sahakari  
Dugdha  
Sangh mydt. Sironja,  
Sagar

Witnesses:

(1) .....  
.....  
(2) .....  
.....

Witnesses:

(1) .....  
.....  
(2) .....  
.....

# **Terms & Conditions of Agreement**

## **Annexure - I**

**(1) Validity of Rate Contract:**

Offer is valid from .....20..... to ..... 20..... (i.e. for 3 years)

**(2) Scope of work:**

**(A) For BMCS :-** installed at DCSs scope of work shall be as described in **Annexure-II**. Maintenance of all equipment of BMC, DG set and accessories installed at places as listed in as per enclosed **Annexure-III** shall be covered in this contract. The second party technicians shall visit each BMC based DCS place concerned in AMC (Annexure-III) at least once in 60 days for preventive maintenance and every time as and when required for break down maintenance. The second party shall provide experienced / skilled technical staff for servicing of equipment and no extra charges shall be paid for fixing/ using spares/consumables at sites. First party shall stock all necessary spares/ consumables required for all components of BMC & DG sets & other accessories Conveyance for movement of technician along with the entire tools/tackles instrument etc. required by second party technicians for attending faults/ break downs at site shall be arranged by second party at their cost.

**(B) For BMCS installed at Milk Chilling Centers: -** As per the details given in **Annexure-II**. Maintenance of all equipment of BMC, DG set and accessories installed at places as listed in as per enclosed Annexure-IV shall be covered in this contract. The second party technicians shall visit each Milk Chilling Centre at least once in 60 days for preventive maintenance and every time as and when required for break down maintenance. The second party shall provide experienced/ skilled technical staff for servicing of equipment and all spares/ consumables and no extra charges shall be there for fixing/ using these at sites. First party shall stock all necessary spares/ consumables required for all components of BMCS & DG set & other accessories Conveyance for movement of Technicians along with the entire tools/tackles instrument etc. required by second party technicians for attending faults/break downs at site shall be arranged by second party at their cost.

**(3) Penalty:**

Second party will attend faults/breakdown of BMC and DG set within 24 hours of its reporting to avoid any loss/spoilage of milk, failing which if concerning DCS/CC makes any alternate arrangement for repairing, the expenditure so incurred on such repairing shall be recovered from the second party.

**(4) Charges:**

Monthly services charges per place of DCS or Milk Chilling Center shall be same for all capacity of BMC and accessories and irrespective of no. of BMCs & DG sets These charges are for labour only and exclusive of all prevailing statutory service tax. TDS as per statutory norms shall be deducted. These prices are fixed and no escalation will be done during validity of contract unless there is a change in present statutory taxes/duties.



**(5) Execution Orders:**

Based on requirement a consolidated yearly order shall be released by the first party to cover all BMCS at various place as listed in Annexure III & IV in AMC contract as per terms of this Rate Contract. However, no. of place may increase with installation of BMCS at new places during contract period. In Such a case service charges will be paid by the first party for the increased no. of places too at the same rate of contract and on the same agreed terms & conditions. Likewise, in case of reduced no. of places due to closure of DCS/MCC to where the second party is not required to depute their staff, service charges shall be paid by the first party for the no. of actual places only where BMCs are functional.

**(6) Bills & payment:**

Bills shall be made on monthly basis by second party and submitted with documentary proof (routine service reports duly sign by the authorized representative of the center) of having provided the services to each BMC at DCS/C.C. Payment will be made by the first party within 30 days of bill submission. All statutory deductions likewise TDS shall be deducted from the bills

**(7) Location of BMC:**

BMCS are located at village level dairy cooperative societies (DCS) and at Milk Chilling Centers in rural/urban areas of sagar milk shed area. List of all BMCs are enclosed at Annexure-III & IV

**(8) Force Majeure:**

In the event of war, hostilities, revolution, strike, including labour strikes, epidemic, accident fires, floods, earthquake, riots or other transporters strikes or any other act of God or any other cause whether of similar or dissimilar nature, beyond the control of parties concerned fall within the ambit of this Force Majeure clause and both parties shall stand indemnified towards delayed services/commercial activities as a consequence thereof.

- (9)** If work of the second party is found satisfactory, during the contract period then first party may consider to extend the period of contract for a maximum period of two years at the rate of 1 year each time on the same agreed rates and terms & conditions.

**(10) Changes or modification in conditions:**

During the period of contract, the first party reserves the right to modify any terms and conditions of contract.

- (11)** During the contract period the second party shall pay not less than minimum wages under Minimum Wages act 1948. The contractor shall be solely responsible for any violations under any statutory requirements.

- (12) The second party is solely responsible to reimburse expenses and compensation to his workers who are injured during working resulting in handicap or death. The second party shall ensure that ESIC is intimated in time about such accidents and necessary information shall be provided.
- (13) In case of repeated complaints from BMC/Chilling Center's authorized person regarding poor, unsatisfactory & inefficient services by second party resulting to increased maintenance & breakdown and due to which increased maintenance through other party, C.E.O. has all power to terminate the contract immediately/penalty and may get work done through other party. Under such conditions whatever losses incurred by the union may be recovered from EMD/Security deposit of second party. (AMC Contractor)
- (14) Successful tenderer (After award of contract) is required to submit security deposit equivalent to one month of AMC charges. Initially the EMD of the successful tenderer will be converted into S.D. & balance amount will be deducted in four installments from the monthly invoices towards AMC charges. The security deposit amount will be retained by the union till the completion of the AMC period. It may also be noted that no interest will be payable on the S.D.
- (15) In no case AMC will be awarded to any members of board, secretary, representative of DCS, employees etc. and their relatives too. If it finds so the EMD may be forfeited and contract will be terminated with immediate effect.
- (16) **Dispute /Arbitration & Final Authority:**  
It shall be clearly understood that in event of any dispute in the interpretation of the terms of rate contract or difference of opinion between the parties or in the second party to accept and execute the work order or to the recovery or any amount, the same shall be referred to the MD, MPCDF for resolution. In case of no resolution, action will be taken as per Arbitration Act. 1996.
- (17) **Jurisdiction:**  
For all disputes, jurisdiction/venue shall be at Sagar.

**Chief Executive Officer  
Bundelkhand Sahakari Dugdha  
Sangh Mayardit, Sironja Sagar**

## ANNEXURE-II

### SCOPE OF WORK UNDER ANNUAL MAINTENANCE CONTRACT

- (1) Preventive and breakdown maintenance as per Equipment Manufacturers standard guidelines for following equipment of BMC shall be undertaken by the second party.
  - BMC Tank, compressor with all accessories, S.S. piping etc.
  - Milk pump
  - Condensing unit & connected piping/accessories
  - D G Set
  - Stabilizer
  - Refrigeration panel, storage tank panel, milk pump starter etc.
  - Electrical cabling, earthing network etc. for above equipment
- (2) For preventive maintenance, an experienced/skilled technician should visit each place BMCs is located and covered under AMC at least once in 60 days For break down maintenance technician shall visit as and when required within 12 hrs. of reporting/call. The technicians should also carry scheduled checks & service of DG Set as per standard practice of DG Set manufacturer during every visit.
- (3) All spares and consumables for preventive & breakdown maintenance shall be arranged by the first party in consultation with second party for maintenance purpose of BMC as and when required. The replaced/ old spares and consumable items shall be returned by second party technicians to first party for their records/audits.
- (4) All necessary tools/tackles/instruments for use of technicians shall be arranged by second party at their cost.
- (5) **Service strength**: -To ascertain timely services and to give quick and effective response to all breakdown calls.
- (6) second party will maintain maximum BMC uptime by clubbing routine maintenance schedules with breakdown calls if it falls within one week the service technicians/engineers visit schedule may be chalked out accordingly.
- (7) In case first party/purchaser is not satisfied with the services of the service technician, the second party will step into Improve the performance of the service technician.

- (8) As far as possible preventive of maintenance is to be carried out in the presence of the representative of the center.
- (9) Breakdown incidents faults will be reported through writing letters with seal and signature of authorized person. Or the e-mails/SMS/telephonic calls
- (10) Concern services technician shall study the environmental conditions of site and bring the anomaly if any, to the notice of first party for rectification the second party will ensure to rectify all abnormal conditions. No exclusion will be granted subsequently.

**Scope of work not covered in AMC.**

- 1) Failures due to by passing of safeties, use of non-genuine spares & consumables, overloading repair by unauthorized person, any alternation or modification in the equipment supplied and damages due to high canopy temperature.
- 2) Any major repairs due to normal wear & tear, high input voltage, application related problems, surges or breakdown of major components like compressor, agitator motor, condenser fan rewinding, milk pump rewinding, dimmer burning, crank shaft, camshaft and crank case. Compressor head, AVR, repairs to stator & rotor top and major overhauling of engine.

**Note:** - Charges towards transportation of bulk material and machining charges, if any in case of major breakdowns, will be payable to the second party on production of sufficient evidence.

### BMC DETAILS LIST

S.No.	Name of chilling center	Tehsil	Dist.	Capacity	Make
1	राजनगर	राजनगर	छतरपुर	5 KL 5 KL 2 KL	IDMC
2	बिजावर	बिजावर	छतरपुर	3 KL 3 KL	IDMC
3	खुरई	खुरई	सागर	3 KL 1 KL	IDMC
4	टीकमगढ़	टीकमगढ़	टीकमगढ़	5 KL	IDMC
5	जतारा	जतारा	टीकमगढ़	5 KL 5 KL 3 KL	IDMC
6	शाहगढ़	शाहगढ़	सागर	2 KL 2KL 2 KL	IDMC
7	अजयगढ़	अजयगढ़	पन्ना	5 KL 3 KL	IDMC
8	पन्ना	पन्ना	पन्ना	3 KL	IDMC
9	हटा	हटा	दमोह	2 KL 5 KL	IDMC
10	निवाड़ी (राजापुर)	राजापुर	निवाड़ी	5 KL 2 KL 2 KL	IDMC
11	हटा	हटा	दमोह	2 KL	IDMC
12	चंदला	चंदला	छतरपुर	5 KL	IDMC
13	अनंतपुरा	सागर	सागर	3 KL	IDMC
14	रुरावन	सागर	सागर	2 KL	IDMC

**Note: - In Future BMC Qty. may be Increase and decrease**

**SCHEDULE - III**

**Profarma Of Rate Offer Form**  
**(RATE SHOULD BE UPLOADED ONLINE ONLY AND NOT FILLED ON THIS FORMAT)**

Chief Executive Officer,  
Bundelkhand Sahakari Dugdha Sangh Maryadit,  
Sironja Sagar. 462024

Dear Sir,

With reference to your tender No...../BKDS. COORD/20....., due on .....  
we are pleased to offer our rates as under:

S.No.	Name of work	Charges per BMC per year
1.	Maintenance of Bulk Milk Coolers, DG sets & accessories installed at village level dairy co-operative societies and milk chilling centers in the milk shed area of Bundelkhand Dugdh Sangh, Sagar.	Rate Rs.....  <b>(Inclusive of all taxes)</b>

\_\_\_\_\_

**Tenderer's signature**  
**With seal of the firm**

