



# बुन्देलखण्ड सहकारी दुग्ध संघ मर्यादित

## **BUNDELKHAND SAHAKARI DUGDH SANGH MARYADIT**

Sironja, Sagar - 470004, Madhya Pradesh

Phone : (07582) 281345

902 /BKDS/IM/Sagar/2021

05.10.2021

### **NOTICE INVITING E- TENDER 5<sup>th</sup> CALL**

Online Tenders are invited for appointing PRO (Producer Responsibility Organization) for collection, recycle and disposal of plastic wastes (Milk poly pouches and plastic cups etc.) to meet Extended Producers Responsibility (EPR) liabilities under plastic waste management rules 2016 (PWMR 2016) in area of operation of Bundelkhand Sahakari Dugdh Sangh Maryadit Sagar (BKDS). The tender documents containing the terms and conditions can be purchased online & downloaded through website <http://www.mptenders.gov.in> from 06.10.2021 at 11.00 AM 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 above 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 rights to accept or reject any or all bids.

Name of work	EMD (Rs.)	Tender fee (Rs.)	Bid Submission due date & time	Technical Bid opening date & time
Appointing Producer Responsibility Organization for collection, recycle & disposal of plastic waste (milk poly pouches, plastic glasses, cups etc.) in area of operation of Bundelkhand Sahakari Dugdh Sangh Maryadit, Sagar	40,000/-	1000/-	12/10/2021 3.00PM	13/10/2021 3.00 PM

**CHIEF EXECUTIVE OFFICER**

**BUNDELKHAND SAHAKARI DUGDHA SANGH MARYADIT SAGAR**

**NOTICE INVITING TENDER 5<sup>th</sup> CALL**

<b>S.NO</b>	<b>PARTICULAR</b>	<b>DETAILS OF WORK</b>
1.	Name of Works	Appointing Producer responsibility Organization (PRO) for collection, recycle and disposal of plastic wastes (Milk poly pouches, Plastic glass, Plastic bowls, plastic cups. etc) in area of operation of Bundelkhand Sahakari Dugdh Sangh Maryadit Sagar
2.	Location of Work SANGH	IN AREA OF BUNDELKHAND SAHAKARI DUGDH
3.	Period of Contract	3 YEARS FROM THE DATE OF AWARD OF CONTRACT.
4.	Earnest Money Deposit	EMD RS. 40,000/-(FORTY THOUSAND ONLY)
5.	Cost of Tender Document	Rs. 1000/- (One Thousand Only), Through Online mode/medium
6.	Tender Document Details	Annexure-A - Scope of work & General Terms & Conditions of PRO Annexure-B - Form A Annexure-C - Price Bid Annexure-D - Agreement Format Annexure-E - Bank Guarantee Format Annexure-F - Check List
7.	Place of Purchasing Tender Document	<a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>
8.	Place of Submission of Tender Document	<a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>
9.	Last Date for Receipt of Tender	12.10.2021; till 15.00 HR
10	Date of Technical Bid Opening	13.10.2021; at 15.00 HR
11	Date of Financial Bid Opening	WILL BE INTIMATED SEPARATELY TO TECHNICALLY QUALIFIED BIDDERS.

## **Background**

Bundelkhand Sahakari Dugdh Sangh Mydt. (BKDS) is the milk union under MP State Co-Operative Dairy Federation Sagar having its area of operation in several districts of Madhya Pradesh and having its milk processing unit at Sironja, Sagar. BKDS is engaged in collection of milk at rural level and processing, Marketing of milk and milk products packed in Poly pouches under the Brand name “SANCHI”.

As per plastic waste management rules 2016, it is responsibility of Producer, Manufacturer and Brand owner to establish a mechanism for disposal of plastic waste generated due to its products i.e. Extended Producers Responsibility (EPR).

BKDS intends to meet its EPR obligation of creating reverse logistic and recycling of LDPE/LLDPE SINGLE- LAYERED PLASTIC (SLP) Waste poly pouches used for packaging fresh milk & fresh products in towns/markets of Sagar & Its Area of operation in several districts of Madhya Pradesh, which includes.

Offers are invited for appointment of PRO for establishing the complete mechanism of collection, recycling and disposal of post-consumer plastic waste generated due to single layer virgin LDPE film which is 100% recyclable poly pouches.

**Area of operation means: -** Area where BKDS packed milk and milk product are sold which include (i.e. Sagar, Damoh, Tikamgarh, Niwadi, Chhatarpur, Panna Districts)

**Plastic Post consumer waste means :-** Milk pouches, Butter milk pouches, Milk products cups (Dahi, Shrikhand etc), Bowl (Mawa, Dahi etc), Glass (Lassi etc)

**A. Scope of work & General Terms & Conditions of PRO**

- Establishing a mechanism for collection of post-consumer waste generated Establishing households through appropriate channel like waste pickers, waste aggregators Scrap dealers, commercial establishments, SANCHI Retail Point/ parlours, road litters etc. and transportation to processing facility through adequate capacity vehicles.
- Sorting and processing of waste at their facility - Recyclable LDPE/LLDPE SINGLE- LAYERED PLASTIC (SLP) Waste poly pouches PE Material.
- The facility must have Central/State Pollution Control Board (CPCB/PCB) consent of adequate capacity at least equivalent to the take back quantity offered by the bidder.
- Dispatch of waste for recycling in suitable market acceptable forms such granules/lumps.
- Provide take back credits equivalent to Metric Tons of PE Plastic recycled to BKDS.

**The following deliverables shall be provided by PRO**

**1. EPR Report and certificate for collection, storage, transportation, recycling and disposal of Plastic waste.**

1.1. PRO shall responsibly manage plastic waste on behalf of the BKDS Sagar.

1.2 The collection of plastic waste shall be brand agnostic, and will be a cumulative quantity irrespective of the brand.

1.3. The PRO will provide monthly reports to the BKDS in connection with the quantity and quality of plastic waste collected, recycled and disposed. PRO shall also provide original documents including challan and records to the party enabling them to demonstrate the traceability of waste disposal. **Strictly as per MPPCB requirements.**

1.4. The PRO shall provide, with the monthly report and a certificate specifying the quantity of plastic waste that have been collected and sent for recycling and/or the waste disposal entities by them. It shall be the sole responsibility of PRO to ensure that the plastic waste is being recycled or offered to the waste disposal entities, **strictly as per MPPCB requirements.**

1.5. PRO shall ensure that the entities involved in collection, storage, transportation recycling and disposal shall comply with all pollution control regulations, including Environment Protection Act, Air & Water Act and Rules there under etc.

1.6. PRO shall provide valid copies of pollution control board consent obtained from the entities that will be the final disposal destination (e.g. cement kilns). This shall also form part of the monthly report.

1.7. PRO shall prepare a standard operating procedure (SOP) for collection, storage, transportation and disposal of the plastic waste. This shall be approved by the BKDS and any change to the process shall be brought to the notice of the BKDS immediately.

**2. Registration under EPR and Fulfillment of EPR requirements of the BKDS as per PWMR (Plastic Waste Management Rules) 2016 and its amendments of respective state PCB (Pollution Control Board) Rules.**

PRO shall assist BKDS for fulfilling the EPR requirements of the BKDS as per the PWMR 2016 and its amendments as well as respective state rules. This shall include collection, recycling and disposal of plastic waste on behalf of the BKDS and preparing plastic waste collection plan as per the requirement of the relevant state pollution control boards.

**3. Implementation of Central Government Waste Management Rule (EPR) and further notifications by Government for the BKDS or any other Act as may be enforced in India and in any State in India.**

PRO through collection, recycling and disposal of plastic waste in area of operation of BKDS shall ensure that the BKDS is able to fulfill its EPR responsibilities as per the Central Government notification or MPPCB notifications and its subsequent amendments and/ or the extent law on Plastic Waste Management.

**4. Collection / Recycling data as per the BKDS / Pollution Control Board requirements**

EPR Services as per the BKDS requirements.

PRO shall provide data to the BKDS along with recycling method on or before 10<sup>th</sup> of each month.

**5. EPR Services as per the BKDS requirements.**

PRO shall make best endeavors to resolve any EPR related queries of the BKDS.

**6. Representing the BKDS among government agencies (CPCB/MPPCB/Environment Ministry) and other forums as and when required.**

PRO shall only upon having received the prior written instructions from the representatives of the BKDS, represent the BKDS amongst Central Government Agencies Such as Central Pollution Control Board (CPCB) or any other Government Authority such as MPPCB as and when required with minimum 72 hours notice at its own cost.

7. All liabilities arising out of the designated works shall be with the PRO only.

## **B. Infrastructure to be set by PRO**

1. PRO shall set up Collection Centers and Collection Points at the earliest in order to comply with the EPR formalities and regulations lay down by Environment Ministry.
2. Plastic waste collected from any manufacturing facility will not qualify as "post-consumer plastic waste"
3. Collection Centers shall procure/collect from the following:
  - a Rag picker
  - b. Small Scrap Dealers.
  - c. Direct collection from Institution (Hotels, Banquet Halls etc) d.
  - Other Collection Centers run by Municipal Bodies, NGO etc. e.
  - From any open sources
4. PRO shall provide addresses and locations of the Collection Centers to the BKDS on its request.
5. The entire waste collected at Collection Centers shall be sent to Recycler's recycling plants for recycling.
6. PRO shall provide data in following format to the BKDS and MPPCB on/ before 10th of each month for each collection center:

Month	Collection centre	on behalf of the BKDS (MT)	Cumulative Collection (YTD)

7. Collection Parameters/Targets: To be mutually agreed between the parties. The services shall be restricted to the annual volume of Plastic waste of the respective states as communicated and agreed between the parties.
8. PRO shall also make best efforts for spreading awareness of Plastic waste recycling and sustainability among masses of these cities. The awareness toll shall be:
  - Volunteers stationed on collection points.
  - Posters banners placed at various locations of the city.
  - Distribution of pamphlets
  - The locations and the quantities of poster/ banners shall be decided by the PRO.

## **C. General Terms & Conditions**

### **1.0 DECLARATION:**

The submission of a tender by a bidder 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.

### **1.1 Eligibility criteria**

- Bidder should have its own recycling plant or tie up with recycler for recycling post consumer waste. (Copy of MOU or other related documents shall be attached)
- The bidders must be registered with State/ Central Pollution Control Board. (Consent of plastic waste management from MPPCB must be attached with documents).
- The bidder should be performing EPR function for other Organizations or FMCG companies in same name and style satisfactorily and produce evidence of the same which submitting the bid. (Work order copy must be attached)

### **2.0 TENDER SUBMISSION:**

- 2.1 Tenders received by e-mail / by post will not be considered.
- 2.2 The bidder(s) should clearly state in their offer the address, telephone, fax, e-mail, PAN and GST Regn. No. Any change in the address should immediately be communicated to the Bundelkhand Sahakari Dugdh Sangh Mydt, Sagar and correspondence thereafter will be made at the changed address.
- 2.3 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 bidder.
- 2.4 The Chief Executive Officer, BKDS reserves the right to place order for whole requirement with any bidder or split the orders among one or more bidders or not to purchase at all any item even after rate approval.
- 2.5 The Bidders should submit the rates (ONLINE only) as per the enclosed annexure. The conditional tenders will be rejected.
- 2.6 Submission of tender documents duly Stamped and sign is mandatory.
- 2.7 Form A must be attached online.

**Bid Validity**

Bid shall be valid for a period of 90 days from the date of opening.

**Documents composing the Bid**

**Technical bid** - All documents should be scanned and uploaded online only.

1. Filled Form A.
2. Online EMD transaction acknowledgement
3. Tender document each page duly signed and stamped as token of acceptance to each and every terms and conditions.
4. Documents mentioned in point number 1.1
5. Format given in page number 8 of tender document should be dully filled and signed.

**Commercial Bid**

- To be filled online only in given BOQ. Please do not write yours rates anywhere in tender documents.

**3.0 EARNEST MONEY DEPOSIT (Rs.40, 000/-)**

EMD should be submitted online only and attach copy of proof for payment of EMD in technical bid.

- 3.1 Any tender which is not accompanied by Earnest Money deposit are liable to be rejected. Earnest money deposit of unsuccessful bidders will be returned within 60 days from the date of opening of the tender. The earnest money deposit of the successful bidders will be released on completion of supply as the case may be within the stipulated period.
- 3.2 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 We would communicate our rate approval at earliest of opening of tender.
- 4.2 The lowest rate shall not be the only criteria for approving the tender.



**D. (PRO) Must Provide following information to BKDS on letter head or in given format.**

Following information is only to assess the bidder's capability for performing the work.

S.N.	Description	Information to be filled by PRO
<b>A. Details of infrastructure available in Madhya Pradesh.</b>		
A.1	Location of the work area	
A.2	Number of collection centers with locations details	
A.3	Number of rag pickers registered with the organization.	
A.4	Waste processing facilities	
A.5	Recycling and other facilities	
A.6	Agreement with the cement industries (Please attach copy of the agreement)	
<b>B. Year wise plastic waste collection/Management</b>		
B.1	Plastic waste collected from Madhya Pradesh	
B.2	Waste recycled or sent for recycling	
B.3	Waste utilized for co-processing in cement kiln or other uses.	

• **Payment Condition :-**

1. PRO shall raise invoice on monthly basis along with reports of quantity of materials collected and processed.
2. Payment will be done on monthly basis.
3. Taxes extra as applicable.

• **Period of Contract:-**

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BKDS is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, however the period of contract may increase for another two year on mutual consideration of both parties. In this case terms & conditions of contract will be same as above.

- **Arbitration: -**

Any disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the case may be put up to Managing Director, MPCDF Sagar for resolution. In case of non-resolution further action will be taken as per Arbitration Act 1996

- **Binding: -**

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.

- **Termination**

**Termination for Default;**

Contractor may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part. If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay Contractor for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

**Termination for Insolvency;**

Contractor may at any time terminate the Contract by giving a written notice of at least 30 days to the selected proposer, if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

**Termination for Convenience;**

Contractor, by 30days' written notice sent to the Successful Bidder 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 Purchaser's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by Purchaser.

**Special Power to Termination;**

If at any time after the award of contract, BKDS shall for any reason whatsoever not require whole or any part of the work to be carried out the CEO BKDS, shall give notice in writing

of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise how so ever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

- **Agreement:-**

Successful bidder has to sign an agreement on non-judicial stamp paper of Rs 1000/- duly notarized with BKDS within 7 days of allotment of work. Format will be provided by BKDS. All charges will be borne by successful Bidder.

- **Security Deposit:-**

**(1) Security Deposit should be paid by the contractor. The Security Deposit rate will be 10% of Order Value:**

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security Deposit may be furnished in the form of performance Bank Guarantee as per attached format.

- i) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.
- ii) No interest shall be allowed on Security Deposit. BKDS shall not be responsible for any loss of Securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.
- iii) EMD will not be part of security deposit.

All compensation or other sum of money payable by the Contractor to BKDS under the terms of this contract or under any other contract with BKDS may be deducted from the Security Deposit or from the interest arising there from or from any sum which may be due or may become due to the contractor by BKDS and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid the Contractor shall within 7 days thereafter make good in cash or in securities endorsed as aforesaid any sum by which the Security Deposit has been reduced.

**(2) Security Deposit has to be deposited before start of work.**

- **Liquidated Damages:-**

If the contractor fails to complete the service/work or part of service /work as per terms & conditions of the order within the delivery schedule,

S.N.	After Prescribed Time Period	Penalty
1	Till 15 Days	1% Total value of project
2	From 16 Days to 30 Days	2% Total value of project
3	After 30 Days	5% Total value of project

Note :- Negligence in above may lead to cancelation of order. In this case BKDS Sagar reserves the right to impose any penalty fine or recover the amount which BKDS has spent for tender work.



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

**ANNEXURE -B**

**Form – A**

**(Filled and Scanned copy to be uploaded -mandatory)**

To,

Chief Executive Officer  
BKDS, Sagar

Date :

Dear Sir,

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

1. Name of the Co./Unit : \_\_\_\_\_
2. Address of the Co./Unit : \_\_\_\_\_  
\_\_\_\_\_
3. Telephone /Mobile Nos: \_\_\_\_\_  
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/PRO 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 BKDS or its sister Milk Unions or GOI /GOMP & its undertaking ? YES / NO

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

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



**ANNEXURE -C**

**PRICE BID**

[To be submitted online only]

**NIT Ref. No.**

**NAME OF BIDDER:**

S.No	DESCRIPTION	Average Apprx. Quantity per Month (In MT)	Rate Per MT (In INR.) inclusive of collection, transportation, storage, recycling, reprocessing, disposal costs etc. But excluding GST (as applicable)	Total Cost Per Month excluding GST (as applicable)	Total Cost Per Annum GST Extra (as applicable)
1	Services as Producer Responsibility Organization (PRO) for collection, recycle, disposal of plastic wastes to meet the EPR liability in area of operation of Sagar Sahakari Dugdh Sangh Maryadit Sagar and submission of monthly/Quarterly reports as required under PWMR 2016 to MPPCB/CPCB	<b>15</b>			

**FORMAT FOR DEED OF AGREEMENT**

**(To be submit by successful bidder on non judicial stamp paper of Rs. 1000/- duly notarized)**

The agreement made on this day of.....between Chief Executive Officer, Sagar Sahakari Dugdh Sangh Maryadit (BKDS) (Here after called the “first party”) and referred as ‘BRAND OWNER’ for the work.

**AND**

..... (Successful Bidder) by Shri/Smt..... (Here after called the second party) and referred as ‘PRO’ (Producer’s Responsibility Organization) for the work.

**WHEREAS** the first party after lawful tendering process has selected second party utilize the services of ..... (Successful Bidder) on PRO of BKDS, Sagar for the scope of work mentioned in the tender .i.e collection ,recycle and disposal of plastic waste (Milk poly pouches and plastic cups and plastic glass of lassi, Shrikhand, Mawa, Dahi, Chhena Rabdi etc.) from area of operation of Sagar Sahakari Dugdh Sangh Maryadit (i.e. Sagar, Sehore, Rajgarh, Raisen, Shajapur, Hoshangabad, Betul, Harda, Vidisha, Guna Districts)

**WHEREAS** First party has accepted the proposal of second party to provide his services as per details below, on job contract basis for making effective & efficient collection of Plastic Wastes (Post consumer wastes) of BKDS in accordance to fulfill the requirement of MPPCB Plastic Waste (Management and Handling ) rules 2016.

Terms and Conditions included in the Tender No. .... (Tender Reference no.) As published in NIT dated ..... will also form part of this agreement.

Now this agreement witnessed as follows:-

In consideration of the payment hereinafter agreed to be made by the first party to the second party, the second party has agreed-to provide the PRO services in the area of operation of first party, as given below:-

**SCOPE OF WORK:**

1. Establishing a mechanism for collection of post-consumer wastes generated by households of area of operation of BKDS through appropriate channel like - waste pickers, waste aggregators, scrap dealers, commercial establishment, Sanchi parlors, road litters etc, and transportation to processing facility through adequate capacity vehicles.
2. Sorting and processing of waste at their facility - Recyclable PE Material. The facility shall have valid State PCB consent of adequate capacity at least equivalent to the take back quantity for which EPR certificate is provided.
3. Dispatch of waste for Recycling in suitable market acceptable form such as granules/lumps.
4. Provide take back credits equivalent to Metric tons of PE Plastic recycled in format of MPPCB.

5. Provide EPR Certificate stating quantum of waste diverted from land filling, tons of CO<sub>2</sub>, emissions mitigated and energy saved which can be submitted to the concerned State Pollution Control Board.
6. Provide a detailed activity report on established channels, Nos. of waste pickers engaged for take back system and quantity of recycling established in state of implementation
7. Creating awareness of consumers for recycling of plastic waste through suitable mass media like advertisements, workshops, hoardings at Sanchi Parlors etc.
8. Mention Sanchi initiative in different EPR Forums across the State/country.
9. Preparation of Action Plan to meet EPR obligation as per format of CPCB/Urban Development, assistance of endorsement of action plan from concerned government authority and obtaining plastic waste/ Brand Owner registration for BKDS from XGN portal.

**SERVICE CHARGES:** Charges for providing the above mentioned services shall be as under:

Details	Rate (Rs./Kg) Excluding GST(as applicable)
Recycling of PE plastic (LDPE) as per scope of work given	.....Rupees

Tender document including 'Notice Inviting Tender" will form part of this agreement & accordingly, all statutory acts & Government of India instructions etc are binding on the contractor.

**BINDING:**

It shall be binding on the second party that it does not divulge any secret or sensitive information of the first party, which comes to their knowledge in the discharge of their duties.

Similarly, it shall be binding on the first party that they do not interfere with the administration and management of the second party.

The BKDS or any of its officers/employees shall not be legally responsible in any manner, in the eventuality of death, injury, loss or damage being suffered by or caused to any of the personnel/ employees deployed by the second party to discharge its obligations under this agreement. All the acts/rules will be followed by second party for persons engaged in referred work.

**PAYMENT TERMS:**

1. For recycling of PE, invoice will be made on monthly basis with evidence (In the form of EPR certificate) which will not be exceed than the sale of product in plastic packaging during the concerning period of Plastic waste collected & recycled on behalf of BKDS and accepted by relevant Government/Municipal authorities. Payment will be made within 15 days of receipt of invoice. With required certificates.

2. Formality and liasoning for getting plastic waste consent from MPPCB through XGN online platform will be performed by second party however registration fees will be reimbursed by BKDS based on online challan generated through XGN portal.

#### **ENFORCEMENT OF LABOUR LAWS:**

The second party will ensure that the relevant labor laws are duly complied with. The second party shall be solely responsible for compliance with various laws which may have any bearing on the employment by him, of the personnel used by him for rendering services to the BKDS. The second party undertakes to meet all the statutory requirements as provided by the legislation governing labor practices or any other employment issues. In case violation of any legal provisions having its applicability to the present Contract or its subject matter, the sole liability, whether vicarious or other, shall be that of the second party and not of the BKDS Sagar.

#### **ENFOREMENT OF MPPCB (Madhya Pradesh Pollution Control Board) Rules/ Laws:**

The second party will ensure that the relevant laws of plastic waste (Management and handling) rules 2016 are duly complied with. The second party shall be solely responsible for compliance with various laws which may have any bearing on him or on BKDS.

#### **PERIOD OF CONTRACT:**

PRO will be appointed initially for three years from releasing of work order which can be extended for two years (one + one) as per mutual consideration of both parties looking to the work performance.

However, it will be open for either of the parties to terminate the contract by giving one-month clear notice in writing or payment of one month billing in lieu.

#### **ARBITRATION:**

Any disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the case may be put up to Managing Director, MPCDF Sagar for resolution. In case of non resolution further action will be taken as per Arbitration Act 1996



**AREA OF JURISDICTION: -**

For any disputes the area of jurisdiction will be Sagar (MP).

**FIRST PARTY**

**AUTHORIZED SIGNATORY**

Sign.....

Stamp

**WITNESSES**

**Witness.1**

Sign.....

Name.....

Post .....

Address.....

Mob No.....

**Witness.2**

Sign.....

Name.....

Post .....

Address.....

Mob No.....

**SECOND PARTY**

**AUTHORIZED SIGNATORY**

Sign.....

Stamp

**Witness.1**

Sign.....

Name.....

Post .....

Address.....

Mob No.....

**Witness.2**

Sign.....

Name.....

Post .....

Address.....

Mob No.....

**ANNEXURE-E**

**BUNDELKHAND SAHAKARI DUGDH SANGH MARYADIT, SAGAR**

**FORMAT OF BANK GUARANTEE (FOR PERFORMANCE GUARANTEE)**

(Address as mentioned in Notice Inviting Tender)

Whereas the Sagar Sahakari Dugdh Sangh Maryadit, Sagar (hereinafter called "BKDS" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No..... Dated ..... (Hereinafter called the contract) to M/s. .... (Hereinafter called the contractor / supplier) at a total price of Rs.....per annum subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs..... (Rupees.....) being .....% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to BKDS immediately on demand in writing and without protest/or demur all moneys payable by the contractor/supplier to BKDS in connection with the execution/ supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by BKDS by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by BKDS to the bank. Any such demand made by BKDS on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee shall be limited to Rs.....in the aggregate and the bank hereby agrees to the following terms and conditions:-

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of BKDS as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e. up to.....
- (ii) We, the said bank further agree with BKDS that BKDS shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by BKDS against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of BKDS or any indulgence by BKDS to the contractor or by any such

matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

(iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever BKDS may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the BKDS may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for BKDS to proceed against the said contractor/supplier before proceeding against the Bank.

(iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to BKDS in terms thereof are paid by the Bank.

(v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to BKDS in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of BKDS in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee i.e. .... (Three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this ..... day of ..... at.....

For and on behalf of Bank

WITNESS.

1. \_\_\_\_\_

2. \_\_\_\_\_

**Check List**

<b>S.NO.</b>	<b>Qualifying Criteria</b>	<b>Details</b>
<b>1.</b>	Experience of work (Please attach purchase order/Work order of previous three years from the last date of submitting this tender)	
<b>2.</b>	Format given in page number 8 of tender document filled and scanned and (Document to be attached online )	
<b>3.</b>	<b>GST Registration No.</b> ( Scan Certificate to be attached online)	
<b>4.</b>	<b>PAN Details.</b> (Scan Document to be attached online )	
<b>5.</b>	Tender document with Seal and Sign. ( Scan Document to be attached online )	
<b>6.</b>	Income Tax Return of last three years (2019-20, 2018-19, 2017-18) (Financial or Assessment Year.) ( Scan Document to be attached online )	
<b>7.</b>	EMD Acknowledgement Receipt	
<b>8.</b>	FORM-A (Scan Document to be filled and attached online )	
<b>9.</b>	Firm Registration Certificate (Scan Document to be attached online )	
<b>10.</b>		

Note: - 1. Please attach scan copies of above mentioned documents online only.  
2. Bidder need not to send the physical documents to BKDS Sagar.