

UJJAIN SAHAKARI DUGDH SANGH MARYADIT
MAXI ROAD, UJJAIN (MP)

USDS/PUR./2018/

Dated : 01/09/2018

TENDER NOTICE (III)

Sealed tenders are invited from reputed Manufacturers for Supply of Tanker Gun Seal , at Ujjain Dairy Plant, Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain. Other details are available in MPCDF website www.mpcdf.gov.in . The Tenders will be opened in the office of the undersigned as mentioned in tender.

Tender on line website <https://www.mpeproc.gov.in/> upload tender.

No.	Particulars	Quantity required	EMD required	Cost of tender form
2.	TANKER GUN SEAL	100000 nos	Rs. 25000=0	

1. The tender document may be purchased from “Office of The Chief Executive Officers Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain during office hours on all working days. The tender document fees Rs.500/- for each form shall be deposited in online .

- (a) Price of each tendering document : Rs.500.00 (non-refundable)
- (d) Date of commencement of Sale of start tendering document : wef. Date of tender publication to 01-09-2018 upto 13:00 HRS
- (e) Last date for sale of Tendering document : 10-09-2018 UPTO 13:00 HRS
- (f) Last date and time for receipt of tenders with EMD : 10/09/2018 UPTO 14:00 HRS
- (g) Time and date of Opening of tenders : 10/09/2018 TIME-15:00 HRS ONWARDS
- (h) Place of opening of tenders : Office of, Chief Executive Officers Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain
- (i) Address for Communication : The Chief Executive Officers Ujjain Sahakari Dugdh Sangh Maryadit, Maxi Road ,Ujjain

2. All tenders must be accompanied by EMD as specified in the tender document and must be delivered to the above office on or before the date and time indicated above.

3. Tenders will be opened in the presence of Tenderer’s representatives who choose to attend on the specified date and time.

4. In the event of the date specified for tender document receipt and opening being declared as a closed holiday for purchaser’s office, the due date for submission of tenders and opening of tenders will be the following working day at the appointed times.

CHIEF EXECUTIVE OFFICERS

UJJAIN SAHAKARI DUGDH SANGH MARYADIT, UJJAIN

UJJAIN SAHAKARI DUGDH SANGH MARYADIT
MAXI ROAD, UJJAIN(MP)

ANNEXURE-I

IMPORTANT INSTRUCTIONS TO THE TENDERERS :-

1. Sealed **Tenders** are invited from the **Tanker Gun Seal as per fiven specification** at Dairy Plant Ujjain of Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain(USDSM) (M.P.).(Supply Schedule will be given in Purchase Order).
2. The Tenderers are requested to go through the tender document's instructions and various Terms and conditions contained in Annexure-I to V **except as modified/laid-down hereunder**. It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted. Tenderers are requested to ensure that all such schedules along with questionnaire (Duly filled-in), are submitted along with their offer. The Tenderers should also note that in absence of any of the schedules, their offer is likely to be rejected.
3. Here are some of the very important instructions which every Tenderer should read carefully for compliance before submitting his bid.
4. The tender must be submitted in two parts & in separate envelopes as explained below:-

(a) **PART -I: (Envelope A) :- Technical Bid & EMD**

The tenderer in this envelope should put either the original money receipt in support of Demand Draft having deposited with **Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain** payable at Ujjain. towards Earnest Money OR the Demand Draft (from any Nationalized / scheduled Bank only) for the purpose. Technical and Commercial aspects of the Bid and documents supporting the same also to be submitted in this envelope. **Please note that all the certificates i.e. Competency Certificate must be valid on the date of opening of the bid.**

(b) **PART-II: (Envelope – B) :-** Envelope for this part shall contain only the Price Bid.

5. METHOD OF SUBMISSION OF BIDS AND THEIR OPENING :

- (a) The envelopes containing the Part – I and Part II shall be super scribed as :-

(i) "Tender. No. _____ Date of Opening & Time of Opening _____"
(ii) Envelope _____ (Clearly mention A i.e. Technical Bid & EMD or B i.e. Price Bid)
(iii) "IT IS CERTIFIED THAT WE CATEGORICALLY AGREE TO THE FOLLOWING CLAUSES OF THIS TENDER SPECIFICATION":-
(a) PAYMENT TERMS : AGREED
(b) EARNEST MONEY DEPOSIT : AGREED
(c) PENALTY : AGREED
(d) PERFORMANCE GUARANTEE : AGREED

Note :- Type of Envelope i.e. A or B if not mentioned the same shall not be opened and the offer shall stand rejected.

- (b) If any ambiguity is found in any part upon opening of the envelopes or even after opening of the subsequent envelope, the offer shall be rejected.
- (c) Upon successful verification of the fulfillment of the requirement of earnest money deposit & technical requirement on opening of the physical envelope of Part-I, the price bid i.e. Part-II shall be opened on the same day for the Tenderers who have fulfilled the eligibility criteria of the tender.

6. **PRICES :-** The quoted prices should be on F.O.R. destination and inclusive of GST and other variables. Any other new tax if levied by Govt. of M.P. / Govt. of India during contractual delivery period shall be paid extra against documentary evidence.

7. The USDS may not entertain any deviation from commercial terms & conditions as specified in the Tender Specification and the offers showing deviations may likely to be rejected.

Note: - Tenderers are required to submit the EMD and other document related to Technical Bid in a separate Envelope- 'A' (Part-I) and Price Bid only online in other Envelope - 'B' (Part-II).

8. To enable us quick and easy examination and evaluation of the bids, it is advised to follow below mentioned instructions while submitting bid documents, if any:-

(a) Photocopies of the orders/performance reports received from other Govt. /dairy co operatives or Private Organizations/ undertakings etc. should be enclosed, in case no orders received from other Govt./Dairy cooperatives or Private organizations /undertakings in the past, the details of the past experience in respect of supply of tendered items, have to be given.

(b) In Envelope - B (part-II) of the Bid, only price bid has to be filled, which should be strictly as per our prescribed format only.

9. VALIDITY OF OFFERS :-

Offers should be kept open for acceptance for at least 45 days from the date of opening. Those who do not agree for a validity of 45 days will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances beyond control, Tenderers are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.

10. DELIVERY:

(i) Supply shall be commenced within 45 days from the date of receipt of order.

(ii) **Deferment of Deliveries:-** The USDS reserves the right to defer or reschedule the delivery of work, if considered essential.

11. PAYMENT TERMS:-

(1) Normally our terms of payment is 90% on safe receipt and inspection of Quality of material as per norms, but on request 30% Payment can be made to Tenderer against Bank guarantee of the same amount prior to despatch of tanker seal.

(2) 60% Payment will be made on safe receipt and inspection of Quality of material as per norms and trail in our Retort(Steriliser).

12. PERFORMANCE WARANTEE :-

During the course of 6 months subsequent to the date of supply (with successful trial run), any goods found to be defective in materials or workmanship or develops defects during service (wherever applicable), the same shall have to be immediately rectified free of all charges by the Tenderer. All necessary arrangements on these accounts will be made by the Tenderer.

13. PRICE CONSIDERATION ZONE :-

Subject to fulfilling the financial, experience and techno-commercial criteria, USDS reserves the right to distribute the quantities amongst the Tenderers other than lowest also. While in the normal course counter offer shall be limited to the Tenderers whose computed FOR rate including taxes, duties and freight, other levies is within the price band of 1.1 times of the lowest acceptable offer on merit basis; the USDS also reserves the right to examine and accept the offers beyond above price band on counter offer price basis in case of urgency.

14. ARBITRATION :-The arbitration proceeding if any shall be strictly held at office of Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain(M.P) and the decision of Chief Executive Officer, Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain(M.P) shall be final and will be binding on both of the parties.

15. All the Tenderers are advised to quote their own individual price. It may please be noted that if the same price is quoted by more than one Tenderer, suggestive of a cartel then such offers may not be considered by Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain . It may also please be noted that the competitive price quoted by each Tenderer may be one of the main criteria for quantity to be ordered on each successful Tenderers.

16. Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain reserves the right to accept / reject wholly and partly any tender without assigning any reason, whatsoever. No correspondence in this regard shall be entertained by Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain

17. A Tenderer must provide the following information alongwith tender document :-

- i) Copy of list of partners / directors (in case of a company) with names, addresses and telephone Nos./Mobile Nos. of each director/partner.
- ii) Latest partnership/ownership deed of the firm /MOU (in case of a company) quoting the tender.
- iii) Copy of latest Income Tax return / Permanent Account Numbers (**PAN**) of all the partners / Directors (in case of company).
- iv) Power of Attorney to sign the tender documents and all correspondence before and after placement of order.

18. UNSATISFACTORY PERFORMANCE :-

Even on fulfillment of all the criteria it may please be noted that:-

- (i) Offers of those Tenderers who have been debarred / black listed for future business with Our organization/ GOVT. ORGANIZATIONS/ other Govt. Body , may be summarily rejected.
- (ii) In case of those Tenderers whose past performance has not been satisfactory against previous tenders of GOVT. ORGANIZATIONS / Companies formed on restructuring of Govt. Organizations, they may not be considered for order.

Following shall attribute to poor performance of a Tenderer:-

- Non-execution of previous order(s)/inordinate delay in supply of material.
- Failures of material in testing & non-replacement of the same by the Tenderer.

CHIEF EXECUTIVE OFFICERS

UJJAIN SAHAKARI DUGDH SANGH MARYADIT, UJJAIN

ANNEXURE – II

Specification /Make टैंकर सील मेटलिक	
Length for (A)	93±2 mm
Length for (B)	36±1 mm
Diameter for (C)	19.5±1 mm
Diameter I D for (D)	08±1 mm
Diameter for (E)	10±1 mm
Diameter for (F)	07±1 mm
Length for (G)	19±1 mm
Please see attached drawing for (ABCDEFG)	
Metal	High grade steel
Plastic	ABS
Type	Anti- spin
Marking	Unique marking of seal no with manufacturer name / logo on both parts
Shear test	Load to failure (3.336 kn) High security (As per ISO 17712:2013)
(ii) Bending Moment to failure	Minimum 50 nm3 (As per ISO 17712:2013)
Tensile Test	Load to failure (10.0 kn a) High security (As per ISO 17712:2013)
Impact Test	Load to failure (40.68 kn a) High security (As per ISO 17712:2013)
Testing	Testing by NABL certified LAB

नोट :- टैंकर सील प्रदाय को यह शपथ पत्र भी देना होगा की उनके द्वारा जो टैंकर सील प्रदाय की जा रही है वह टैंकर सील कोई अन्य प्रदायक द्वारा तो प्रदाय नहीं की जा रही इसका सत्यापन करना होगा।

प्रदायक यदि किसी शासकीय संस्था से टैंकर सील प्रदाय हेतु अधिकृत हो तो इसका प्रमाण पत्र भी सलंगन करें (जैसे नापतोल विभाग द्वारा)

ANNEXURE-III
GENERAL INSTRUCTIONS TO TENDERERS

1. GENERAL :-

" **Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain**" will receive **tenders/ bids** for **Supply of Tanker gun seal as per given specification** at Dairy Plant Ujjain of Ujjain Sahakari Dugdh Sangh Maryadit, Ujjain(USDSM) (M.P.). in accordance with the attached specifications only.

2. BASIC QUALIFICATION OF TENDERERS:-

This bidding is open for Reputed Manufacturers only who provide satisfactory evidence :-

- That they are qualified Tenderers who regularly undertake the supply of materials of the type specified and have adequate technical knowledge and practical experience.
- That they do not anticipate change in the ownership during the proposed period of contract (if such a change is anticipated, the scope and effect there of shall be defined).
- That, they have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments
- The Tenderer must have ASB 50 MB machines .
- Tenderer must have licence to work with the same material .

3. EARNEST MONEY

- The Tenderer shall deposit the Earnest Money Amount (EMD) of amount as indicated payable in the form of D.D.(from any Nationalised/ Scheduled Bank) in favour of Ujjain Sahakari Dugdh Sangh Maryadit payable at Ujjain

No offer will be accepted without valid Earnest Money Deposit.

- In case, the Tenderer withdraws his offer during the validity period, after placement of order, the EMD amount shall be forfeited.
- **RETURN OF EARNEST MONEY TO TENDERERS**
- EMD shall be returned to the un-successful Tenderers, as soon as possible, after the tender is decided. No interest shall be paid on EMD amounts.
- EMD of Tenderers on whom the orders have been placed, shall be returned after supply & successful trial run. No, interest shall be paid on EMD amount.

4. TAXES

- All taxes GST should be included in the prices quoted. Any kind of taxes and duties shall not be paid extra.

5. AMENDMENT IN SPECIFICATIONS

USDS may revise or amend the specification and drawing, prior to the date notified for opening of Price Bid of tender. Such revision/ amendment, if any, will be communicated to all those who have bought the tender documents as Amendment/ Addendum to the invitation of tender.

6. DELAYED/ LATE BIDS

USDS shall not assume any responsibility for any postal delays either for the late despatch of documents by Tenderer or late receipt of bids by us. No extension in time shall be granted on such grounds.

7. ALTERNATIVE BIDS

Bid should be submitted as per intent of tender documents; any alternative offers are liable for rejection.

8. MISTAKES IN BIDS

Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, lower of the two/beneficial to **USDS** shall be considered. Such offers can also be rejected.

9. LUMPSUM BASED BIDS:-

In case prices for some items or all items are given as a lump sum, instead of unit prices as required in the tender specifications, **USDS** can summarily reject such incomplete tender.

10. ALTERATIONS/CORRECTIONS IN BIDS

Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

11. INCOMPLETE BIDS

Tender which is incomplete or obscure is liable for rejection.

12. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF

Chief Executive Officer , **USDS** reserves the right to Accept / reject wholly or partly any tender without assigning any reason whatsoever. **USDS**, in this regard shall not entertain any correspondence.

13. AMBIGUITIES IN CONDITIONS OF BIDS

In case of ambiguous or self-contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the **USDS** shall be taken without any reference to the tender.

14. DISQUALIFICATION OF BIDS

A Bid which gets opened before the due date as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified. Tenderers will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/ modifications etc. after opening of Price Bid. In such events, otherwise, that is, when a Tenderer does not comply, tender will be rejected.

15. DEVIATIONS FROM TERMS & CONDITIONS

Offers with deviations in the terms of payment, liquidated damages and performance guarantee are liable to be rejected outrightly.

16. SUBMISSION OF BIDS

• The tender shall be submitted in two (2) parts :-

Part-I shall contain "**EARNEST MONEY DEPOSIT** " & "**COMMERCIAL BID AND THE TECHNICAL BID**".

Part-II shall contain "**PRICE BID**", in the Price Schedule. The Tenderer shall ensure that the prices/rates are filled in accordance with the Proforma given.

The bid for the tender being submitted by the Individual in case of Individuals/ Proprietorships and Authorized Representative in case of Partnership Firms / Private Limited Companies / Public Limited Companies / Joint Ventures. In any of the above cases, a lawful Power of Attorney Holder can also obtain to sign on behalf of the Individual / Organization.

• **Tender submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by a person duly authorized to submit the Tender on behalf of the company to USDS and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Tender on behalf of the Company.**

• Out of the two parts, In the first part may be submitted "Earnest Money Deposit", & "Commercial Bid and Technical Bid". **In second part only price bid to be submitted in prescribed proforma.**

Each envelope shall also be superscribed with name of item and N.I.T. No. for which the tender is submitted, the name of the said tenderer and the date of opening, as advertised.

18. DATE AND TIME OF OPENING OF BIDS – CHANGES.

Tender shall be opened on the due date and time as notified in the presence of the Tenderers or their authorized representatives who may be present. If the due date of opening/ submission of tender documents are declared a holiday by the Central/ State Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all the tenders is not completed on the day of opening. It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the purchaser, without assigning any reason thereof. However, due intimation shall be communicated in such a case.

19. OPENING OF E.M.D. & COMMERCIAL AND TECHNICAL BID

The first envelope of Earnest Money Deposit and technical & commercial bid shall be opened on the due date and time, as notified in the Notice Inviting Tenders. The concerned **USDS** receiving the tenders or his duly authorized Officer shall first open the Earnest Money Deposit envelope of all the Tenderers and verify the Earnest Money Deposited by the Tenderers submitted in the Part – I envelope. He shall check for the validity of Earnest Money Deposit as required. He shall also verify the technical documents submitted by the Tenderers, if any, as required. In case, the requirements are incomplete, the price bid envelope of the concerned Tenderer received shall not be opened. The requirement for EMD shall be verified and thereafter the Commercial & Technical Bid submitted by the Tenderers shall be opened on the same date in respect of eligible Tenderers.

20. OPENING OF PRICE BID

Opening of price bid along with first part of the offer on the same date:-

The offers which are in conformity with important commercial terms and conditions including Payment terms, Penalty and Performance guarantee clause & Technical specifications of Tender specification shall be eligible for opening of their Price Bid.

- After opening of first part envelope - A, the deviations from the Company's terms & conditions, if any, proposed by the Tenderer in regard to Commercial and technical Bid, as per prescribed schedules, given along with the tender documents, shall be notified and clarifications, if required by Company, shall be submitted by the Tenderers, either at the time of scrutiny of tender or within the time prescribed. **Any deviations from payment terms, penalty and performance guarantee clauses of tender specification shall not be acceptable, in any case and the offer shall be liable for rejection out-rightly.**

- The Tenderer shall not be allowed to change their original price bids. In case deviations and clarification on Commercial and Technical matters are not submitted by the Tenderer within the time prescribed, **USDS** reserves the right to refuse to open the price bids Part-II. Thus, the Tenderer should ensure that their tender is strictly in conformity with the specifications.

21. CANVASSING OF BIDS

Tenders shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the Tenderers or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of **USDS's** personnel or Representative, on matters relating to tender under process.

22. VALIDITY OF BIDS

The offers shall be valid for 45 days. Validity of the offer shall be counted from the date of opening of bids. Those who do not agree for a validity of 45 days will do so at their own risk and their offers are liable to be rejected.

23. AUTHORISATION/LOCAL REPRESENTATIVE

Only authorized representative, possessing necessary authority letter from the Tenderer who have participated in the tender shall be allowed to attend the tender opening.

24. ACCEPTANCE OF TENDER

i) **USDS** may reject any or all tenders or to accept any tender considering advantageous to **USDS** whether it is the lowest offer or not.

ii) **USDS** -. may split the quantities against the tender on more than one Tenderer for the same item.

USDS .shall assign no reasons for this and the same will be binding on the Tenderers.

25. CHANGE OF QUANTITY

The quantity indicated in the Annexure-II is tentative and purchaser reserves the right to vary the quantities of any or all items as specified in the technical specification/schedules as may be necessary, based on Purchaser's judgment and vendor rating (wherever carried out). No correspondence shall be entered into, neither discussed regarding quantity variation, nor any reason will be assigned thereof.

26. POOL RATES

The Tenderers are advised to quote their own individual rates. It may please be noted that if more than one Tenderer quotes the same rate, suggestive of a cartel, then such offers may not be considered by **USDS**. It may also please be noted that the competitive rate quoted by each Tenderer may be one of the main criteria for quantity to be ordered on each successful Tenderers.

CHIEF EXECUTIVE OFFICERS

UJJAIN SAHAKARI DUGDH SANGH MARYADIT, UJJAIN

ANNEXURE-IV

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. PRICES AND STATUTORY LEVIES

1.1 ORDERS / RATE CONTRACT AWARDS

The prices for above category shall be :-

• FOR destination basis, prices should be inclusive of all taxes and Duties. However, break up of following elements may be indicated :-

(a) Unit Ex-works/Ex-Godown rate including packing and forwarding.

(b) Ex-works price as on date of Bid.

(c) Tax: - GST. / M.P. Commercial Tax

(d) Freight charges

(e) In case of exemption from excise duty/or sales tax, documentary evidence shall be furnished with the offer.

(f) The prices shall be quoted exactly as per the price schedule enclosed with the tender specification, indicating all elements clearly. In absence of this, the offer shall be liable for rejection.

(g) No revision on any account shall be allowed during execution of the order.

(h) Monthly Supply schedules shall be placed on the purchase order as per the requirement of Ujjain

Dugdhd Sangh.

2. TRANSIT RISK

• Responsibility regarding covering of risks during transit of material shall entirely be on the Tenderer. **USDS** shall, in any case, not bear the transit risks/ transit insurance charges.

• Transit damages/ shortages/ losses shall be reported by **USDS** within 30 days from the receipt of the consignments. Such damages/shortages/losses shall be repaired/ replaced by the Tenderers, free of cost within one month from the date of intimation by **USDS** without awaiting for his settlement from carrier or Insurance. If the Tenderer fails to do so **USDS** shall be free to get the repair work done from other sources and they shall be free to recover the cost of such material/ expenses of repairs from the Tenderers balance bills.

• While the necessary assistance shall be rendered by **USDS** in lodging and processing the claims with carriers and the Tenderers insurance underwriters, the responsibility shall rest with the Tenderer to immediately make good the shortages/ losses/ damages, without any extra cost and without waiting for the settlement of the claim.

3. PACKING AND FORWARDING

• The Tenderer shall be responsible for the Stores being sufficiently and properly packed at his expense for transport by rail, road or sea, so as to ensure them being free from loss/damage due to handling and transport to the destination.

4. INSPECTION AND TEST CERTIFICATE

i) Each lot of offered and supplied material may be inspected by authorized officer of **USDS** . The Tenderer shall extend all reasonable and necessary testing help to the inspecting officer of **USDS** to carry out testing of material at his own cost.

5. FORCE MAJEURE

Force majeure condition is herein defined as:-

(a) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.

(b) Act of any Government Authority, domestic or foreign, such as war quarantines, embargoes, licensing control or production or distribution restrictions.

(c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipments etc.

(d) Strikes, slow down, lockouts continuing for more than three (3) weeks.

- Failure or delay in the Tenderer's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the Tenderer produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.

- Any cause which is beyond the reasonable control of the Tenderer or purchaser as the case may be.

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the Tenderer to perform.

NOTE:- The cause of force majeure condition will be taken into consideration only if the Tenderer within 15 days from the occurrence of such delay notifies. **USDS** shall verify the facts and grant such extension as the facts justify. For extension of delivery period on account of force majeure conditions, the Tenderer shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of **USDS** Shall be binding on the Tenderer.

6. PENALTY

The time for and the date of delivery of the material stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution or non-execution of the order, **USDS** at its option shall recover from the Tenderer towards liquidated damages a sum of the FOR destination (landed cost) price of any stores not delivered as per given below:-

A) Upto 15 Days - 1% of FOR destination (landed cost) price

B) 15 Days to 30 Days - 2% of FOR destination (landed cost) price

C) Beyond 30 Days - 5% of FOR destination (landed cost) price

USDS reserves the rights to cancel the purchase order in excessive delays in supply of material and may blacklist tenderer with forfeiture of EMD

7. PERFORMANCE GUARANTEE

- If during the course of 8 months subsequent to the date of receipt of consignment or 6 months from the date of Trial run whichever is earlier (wherever applicable) any of the goods found to be defective in materials or workmanship or develops defects during service, they will have to be replaced by the Tenderer, free of all charges. All necessary arrangements on these accounts will be made by the Tenderer.

- The said material if required to be replaced, shall be collected by the Tenderer/ firm from Area Stores/ work site at their own cost and at their own responsibility. These materials will like-wise be returned / replaced and tested subsequently by the Tenderer to the destination indicated on "FREIGHT PAID BASIS" at their cost in a reasonable time of 30 days from the date of intimation.

- Further, it is clarified that all the charges towards carrying out replacements including packing, forwarding, loading, unloading shall be borne by the Tenderer.

- All materials reported failed within the specified guarantee period may be replaced free of cost by the Tenderer/ Manufacturer concerned.

- Actual cost of replacement of these materials with the new ones may be charged to the Tenderers account.

- To and fro transportation cost of such failed material may also be borne by the Tenderer.

- In the event of the Tenderers inability to adhere to the aforesaid provisions, suitable penal action will be taken against them, which may include blacklisting of the firm for future business with **USDS** for a certain period.

8. EXTENSION ORDER

- **USDS** reserves right to place an extension order for any additional quantity to the extent of 100% or more (in special case) quantity of the original order on the same rates, terms and conditions.

9. CANCELLATION OF ORDER

9.1. USDS may upon written notice of default, terminate contract in the circumstances detailed hereunder:-

- a) If in the opinion of **USDS**, the Tenderer fails to deliver the material within the time specified or during the period for which extension has been granted by **USDS**.
- b) If in the opinion of **USDS**, the Tenderer fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.
- c) If as a result of stage inspection, it is revealed that material and/ or, workmanship is substandard which is likely to affect the performance of the finished product, a notice would be served by **USDS** to the Tenderer to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

9.2 In the event of such termination, **USDS** shall exercise its discretionary power as :-

- a) To recover from the Tenderer the agreed liquidated damages as approved in the Clause 6 above.
OR
- b) To purchase from elsewhere after giving due notice to the Tenderer on account and at the risk of the Tenderer such material not so delivered or others of similar description in respect of consignment not yet delivered.
OR
- c) To cancel the contract reserving **USDS** right to recover damages.
- The decision of the MD, **USDS** shall be final regarding the acceptability of the material supplied by tenderer and **USDS** shall not be required to give any reason in writing or otherwise at any time for the rejection of the material.

13. JURISDICTION

Any dispute or difference, arising under, out of, or in connection with this tender/ contract order shall be subject to exclusive jurisdiction of competent court at Bhopal only.

14. RANDOM TESTING

Inspection of material after receipt or waiver of inspection will not relieve the Tenderer from his responsibility to supply the material strictly in accordance with the specification. **USDS** shall have option to test the samples selected at random from the supplies affected and subject it to routine/ type test as per relevant Technical specifications.

In case, the samples fail to withstand the required test, the entire lot will be liable to be rejected (i.e. unused material so supplied) and the Tenderer will have to refund the amount paid, including all taxes and duties, as well as the test charges thereof, after inspection. Such quantities or rejected material as identified, shall be removed by the Tenderer and replaced in full at his own cost.

15. CORRESPONDANCE

Copies of all important correspondence on subject should be sent to CEO, Ujjain Sahakari Dugdh Sangh Maryadit, Maxi Road Ujjain.

16. Copy of Registration certificate of firm may be attached with Filled Tender form and same may be asked to present in Original if required.

17. Contract may be terminated on undue delay in completion of supply by Tenderer or unsatisfactory supplied quality and EMD will be forfeited.

18. In any instance of dispute ,decision of CEO, Ujjain Sahakari Dugdh Sangh Maryadit, Maxi Road Ujjain. will be final.

19. CEO, Ujjain Sahakari Dugdh Sangh Maryadit, Maxi Road Ujjain. have authority to accept or reject any tender form at any moment of time without giving any reasons.

20. Tenderer should submit details related to service tax and PAN along with filled tender.

Annexure- V

Documents to be submitted

Technical Bid

I/We hereby furnish following particulars about our unit :

1. Name of the Unit :
2. Address of the Unit :
.....
.....
3. Name & Address of the Directors/Partners :
.....
.....
4. Name with Designation of other persons authorized to sign the documents on behalf of the Unit if anyway :
.....
.....
5. Telephone /Fax No. :Office.....Factory.....
6. Email Address :
7. Particulars of the Registration certificate issued by the Directorate of Industries :Registration No. & Date :.....
8. GST No. & Date :StateST No. & Date.....
(Photocopy of TIN Number to be enclosed)
9. Income tax Assessment /Clearance has been made for the year(Enclose Assessment/Clearance certificate/Return of last 3 years).....
(Photocopy of PAN Number to be enclosed)
10. Whether the unit or its sister concern unit or any unit of their proprietorship ,if any,has been Black listed/Debarred or Penalised by any central or state Govt./Organisation at any Time**YES**.....**NO**.....
If "YES", when and Why? Give Reasons in Detail :
.....
.....
11. Manufacturing Facility :
.....
12. Type and Specification of the Plant :
.....
.....
.....
13. Customers on current list : (separate sheet may be attached)
.....
.....
.....
.....

.....
15. Are you supplying same materials to any other Cooperative Dairy if yes, to Whom and How long .
.....

.....
16. If you Propose to Diversify to Technological advancement if so, What is the expected time
.....

.....
17. Annual turnover of the firm (attach proof).....

18. Whether the materials are being manufactured in India.....

I/We undertake that the information furnished in this tender document is correct to the best of my/our Knowledge and belief .

Date :
Place :

Signature of authorized Signatory of the Unit
(with seal)

PRICE BID

1. Having examined the Tender documents including your letters of Instructions to Tenderer, General Terms & Conditions, Special Terms & Condition, Schedule of rates, including Specifications, and other Schedules and Annexure for the execution of the above named supply , we, the undersigned, offer therein in conformity with the said Tender Documents for

S. No	DESCRIPTION	QUANTITY	UNIT RATE OFFERED (FOR Destination & Inclusive of GST applicable & all other charges (IN Rs.) per Unit Tanker Gun Seal (IN FIGURES & IN WORDS)
1	TANKER GUN SEAL: as per specification given in tender	<u>100000 Nos.</u> <u>As per given</u> <u>Schedule</u>	

Breakup of Rate quoted above

- (a) FOR Destination Price including packing and forwarding –
- (b) GST -

or such other sum as may be ascertained in accordance with the said Tender Documents.

2. I /we undertake, if our Tender is accepted, to commence the supply as soon as possible on receipt of Purchase order, and to complete and deliver the whole of the material comprised in the Contract within the periods stated in the Appendix hereto.

3. If our Tender is accepted we will furnish a performance security in the form of bank guarantee to be jointly and severally bound on us, in accordance with the Conditions of Contract.

4. I /we undertake to keep our offer valid for the period of forty five (45) days from the date of Tender Opening. I / we hereby further undertake that during the said period I/ we shall not vary / alter or revoke my / our tender during the validity period of the tender.

5. I /we understand that Ujjain Sahakari Dugdh Sangh Maryadit not bound to accept the lowest or any tender you may receive.

6. I /we are legally bound by this Tender.

Date :
Place :

Signature of authorized Signatory of the
Unit(with seal)