

**GWALIOR SAHAKARI DUGDHA SANGH MARYADIT, GWALIOR  
GOLA KA MANDIR, GWALIOR**

**SCHEDULE – I**

Ref : **GSDS/IM/Dahi Culture (DVS)/2018-19 (3rd Call)**

The Gwalior Sahakari Dugdha Sangh Maryadit, Gwalior invites sealed E-Tenders from bonafide manufactures/association of such manufactures and their authorized dealers for the supply of the material of different types and sizes strictly in adherence to the detailed specification given in the schedule – II of the tender.

The Gwalior Sahakari Dugdha Sangh Maryadit, Gwalior reserves the right to accept any or all tenders which in their opinion justify such actions without further explanation to the tenderers.

**1.0 Tender Submission :**

- 1.1 The tender should be sent by registered post, so as to reach the office of Gwalior Sahakari Dugdha Sangh Maryadit, GOLA KA MANDIR, Gwalior on are scheduled time & date.
- 1.2 If the tenderers do not propose to send the tenders by registered post and if they wish to hand-over personally, the sealed tenders addressed to the office of Gwalior Sahakari Dugdha Sangh Maryadit, GOLA KA MANDIR, Gwalior, they are permitted to do so.
- 1.3 The tender shall be opened before the purchase committee in presence of tenderers / or their authorised representative who wish to witness tender opening ceremony.
- 1.4 The tender received by the Fax / E-mail / Telegram will not be considered.
- 1.5 The rates should be in figures as well as in words and no cutting.
- 1.6 The tenders should clearly states in their offers the address, Fax / E-mail / Telephone and Telex No. any change in the address should immediately be notified to the Chief Executive Officer, Gwalior Sahakari Dugdh Sangh Maryadit, GOLA KA MANDIR, Gwalior and correspondence thereafter will be made at the changed address.
- 1.7 Offer for each tender under reference should be sent under separate cover. Failure to adhere to this instruction will render the offer liable for rejection.
- 1.8 Individual signing the tender and other related documents must specify where he has signed as :
  - a) The sole proprietor of the firm or constitution attorney of such proprietor.
  - b) A partner of the firm, if it is partnership firm in which 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.
- 1.9 The tender should be put in double cover. The inner cover should be sealed and prescribed with tender No. Name of the item and date of opening. The outer cover should bear only the address of the Sangh with out any indication. The Sangh reserves the right to ignore any tender which fails to comply with the above instructions. Out station tenders should be send by registered post

2.0 **Earnest Money Deposit :**

- 2.1 All the tenderers shall be required to deposit earnest money as specified in tender documents for each item in case or in the form of crossed Demand Draft drawn in favour of the Gwalior Sahakari Dugdh Sangh Maryadit, GOLA KA MANDIR, Gwalior submitted of E.M.D. by any other mode than specified above shall not be acceptable and the related tender shall not be eligible for consideration.
- 2.2 No exemption for E.M.D. to any registered unit in S.S.I. shall be considered. Any tender which is not accompanied by Earnest Money Deposit shall be rejected. E.M.D. of unsuccessful tenders will be returned within 60 days from the date of opening of the tender. The E.M.D. of successful tenders will be released after completion of supply / work order.
- 2.3 No interest will be paid on Earnest Money / Security Deposit for which the period during the earnest money / security deposit with Gwalior Sahakari Dugdh Sangh Maryadit, GOLA KA MANDIR, Gwalior
- 2.4 The earnest money of unsuccessful bidders shall be return within 60 days from date of approval of tender.
- 2.5 The earnest money deposit of second and third lowest parties will be detained upto 150 days from date of approval of tender.
- 2.6 The earnest money of successful bidder shall be returned after 90 days from completion of one year tender period.
- 2.7 Draft / Banker's Cheque and cash deposit receipts towards E.M.D. must be submitted alongwith the original tender documents.
- 2.8 Fresh EMD as to be deposited for each tender. EMD deposited in previous year shall not be considered.

3.0 **Prices :**

- 3.1 The offered by the tenderers should be firm clear and free from all escalations. The prices offered should be valid for one year from the approval of the rates. We would communicate our rate approval within 45 days from the opening of tenders. Supply is to be made as per scheduled mentioned in our purchase orders. The orders should be placed in parts as per requirement of Dugdha Sangh.
- 3.2 The tenders should quote rates are F.O.R. New Dairy Plant Banmore, Morena
- 3.3 The tender should clearly specify whether rates quoted are inclusive all taxes.
- 3.4 Octroi duty if applicable at the destination shall be borne by supplier / tenderer.
- 3.5 The prices charged for the stores supplied under the contract by the supplier firm in no event exceed the lowest price in which the supplier firm, sales the stores of identical tender description to any other persons during the period and until the performance of all supply order placed during the contract period are completed. Manufacturing units situated in Madhya Pradesh has to provide

the M.P. Sales Tax benefit certificate, while considering their offers as the goods mentioned in this would be resold by the Sangh.

4.0 **Mode of Despatches :**

4.1 The material to be supplied by the tenderer shall be despatched to Dairy Plant by Road under intimation to Gwalior Dugdha Sangh. The supplies shall carry out proper packing / crating to avoid damage during transit period depending upon the type of material.

4.2 After receiving confirmed purchase order, the material must be despatched as mentioned in purchase order.

5.0 **Insurance :**

5.1 All Transit Insurance shall be arranged by the supplier / tenderer.

6.0 **Payment :**

6.1 Our normal terms of payments is full payment after receipt, inspection and acceptance of materials by the competent authorities within a period of 30 days after receipt of the bills.

6.2 Payment shall be made by account payee cheques / demand draft. The Bank Demand Draft Commission charges shall be borne by suppliers itself.

6.3 The other Bank Commission, Postage shall be borne by the suppliers.

7.0 **General Terms & Conditions :**

7.1 The acceptance of the tender and award of the purchase order shall be sole right of the Chief Executive Officer, Gwalior Sahakari Dugdha Sangh Maryadit, GOLA KA MANDIR, Gwalior who does not bound himself to accept a Tender in whole or in part or reject any or all tenders received, without assigning any reasons and no explanation can be demanded of the cause of rejection of the tender by any of the tenderers.

7.2 Any tender not properly addressed and identified may be opened by the Chief Executive Officer and in such cases no responsibility can attract to the Chief Executive Officer for such premature opening of the tender and the Chief Executive Officer in his discretion may allow or reject tender to be considered alongwith other tender. The tenders received against the advertisement upto the specified time limit shall only be considered. But awarding the tender the lowest rates could not be criteria but also considering the other criteriar such as quality, our specification and make also.

7.3 Negligence on the part of the tenderers in filling the tender confirm no right to withdraw the tender after it has been opened. If the tenderer fails to make supply within the stipulated period mentioned in purchase order without any valid reason, the order would be treated as cancelled and the firm may be blacklisted and EMD/SD/BILLS would be forfeited.

7.4 The tenderer should send their offers alongwith the specifications, necessary drawing ISI certificate, etc. which will form the basis, of their quotations and integral part thereof.

7.5 Correction if any in the tender should be noted over and signed at the place of each correction made.

- 7.6 The Chief Executive Officer, Gwalior Sahakari Dugdh Sangh Maryadit, GOLA KA MANDIR, Gwalior reserves the right to lace order for sole requirement with any tenderer or split the order among one or more tenderers.
- 7.7 Each tender should be accompanied with Income Tax / Clearance Certificate / Commercial Tax / Registration No. / Commercial Tax Clearance Certificate / Excise Licence No. without that the tender may not be entertained.
- 7.8 The submission of a tender by tenderer implies that he has read the notice and terms and conditions of tender and has made himself aware of the scope and specifications of the supplies to be made and the destination where the supply has to be made and satisfied himself regarding the quality and specification of the articles.
- 7.9 The tenderer should submit the tender in prescribed forms and no conditional tenders shall be considered.
- 7.10 No person or firm is permitted to submit more than one tender under different names.
- 7.11 Each page of the tender and its enclosures must be signed.
- 7.12 The tenderer shall not contract or assign to any other party or parties the whole or any portions of the tender awards.
- 7.13 The quality indicated in Schedule – II is tentative and shall increase / decrease upto any extend.

**8.0 Liquidated Damages :**

- 8.1** Once firm delivery dates are established then it shall be strictly adhered to. In case they are not followed, Gwalior Sahakari Dugdh Sangh Maryadit, GOLA KA MANDIR, Gwalior reserves the right either to cancel the order and make alternative purchase at the risk and expense of the defaulting supplier or deduction will be made as mentioned below :-

**Delivery:**

Sr.	Duration of Delay	Liquidated Damages
1	Upto 15 Days	1%
2	Between 16 to 30 Days	2%
3	Beyond 30 Days	5%

**Services:**

Sr.	Duration of Delay	Liquidated Damages
1	Upto 15 Days	1%
2	Between 16 to 30 Days	2%
3	Beyond 30 Days	5%

**9.0 Manufactures :**

Only manufacturers will be entertained, copy of licence is to be attached with tender for each item filled, wholesalers dealing with the items will have to attach copy of authorisation certificate of the manufacturer.

10.0 **Inspections :**

10.1 All the goods are subjected to inspection at our works before acceptance. If goods are rejected due to defective or wrong supplies, our inspection report in this regard shall be treated as FINAL and no correspondence on the subject would be entertained. The rejected goods should be lifted from our premises by supplier within 15 days after communication of our office. In case party is not in position to lift out the goods within a stipulated period, than Dugdh Sangh is liable to auction to same goods.

11. **Samples :**

11.1 Samples of the articles should be produced before the competent authority within 7 days or as mutually agreed.

11.2 Demonstration of equipment / machine or articles shall be arranged by the tenderer at the desired place on the cost of the tenderer wherever requested by Gwalior Sahakari Dugdh Sangh Maryadit, Gwalior.

12.0 **Warfage & Demurrage :**Warfage / demurrage etc. On the account of incorrect or delayed despatch of material or by documents shall be responsibility of suppliers / recovered from their bills / security.

12.1 Delivery of the material is to be made as per the purchase order No. Excess material shall be accepted and return to same on parties cost.

12.2 The validity of tender rates shall be valid for one year from the date of approval.

13.0 **Termination of Contract :**

13.1 If any act of commissions or commission of a unit brings the Gwalior Sahakari Dugdha Sangh Maryadit, GOLA KA MANDIR, Gwalior to dispute, the Gwalior Sahakari Dugdha Sangh Maryadit, GOLA KA MANDIR, Gwalior shall be competent to debar / black list the unit from further business with the Gwalior Sahakari Dugdha Sangh Maryadit, GOLA KA MANDIR, Gwalior and EMD also may be forfeited.

14.0 **Drawing & Specification :**

14.1 The rate should be quoted for the specification given in the Schedule-II. Where no specification / incomplete specifications are give in it, detailed specifications of the articles and its components should be mentioned by the tenderer giving reference to ISI & registration with the D.G.S.& D and National Dairy Development Board if any alongwith printed literature etc. if available.

14.2 If the tenderer have any doubt, clarification shall be obtained before submission of tender.

15.0 **Consequences of Breach of Conditions :**

15.1 If the authorised person of the unit or a partner in the tendering firm commits breach of any of the conditions of the agreement it shall be lawful for the Chief Executive Officer, Gwalior Sahakari

Dugdha Sangh Maryadit, GOLA KA MANDIR, Gwalior to cancel the purchase order / Contract which on the risk of tenderer.

15.2 If the tenderer fails to make supply within the stipulated time mentioned in purchase order then they may be blacklisted and EMD/SD also may be forfeited.

16.0 **Dispute Arbitration Final Authority :**

16.1 It should be clearly understood that in the event of tenderer failing to accept and execute the supply order within the stipulated time decision of the Chief Executive Officer, Gwalior Sahakari Dugdha Sangh Maryadit, GOLA KA MANDIR, Gwalior in this respect shall be final and binding on tenderer.

16.2 For the matters of dispute relating to the interpretation of the above clause the decision of the Chairman/Competent Authority Gwalior Sahakari Dugdha Sangh Maryadit, GOLA KA MANDIR, Gwalior shall be final and binding on all concerned under arbitration and council Act, 1996.

17.0 **Other Terms :**

17.1 The rates should be in figures as well as in words and no cuttings / overwriting in rates or material terms should be there in tender.

17.2 If payment term is through bank, then in no case the party will be allowed to negotiate retired bank documents not more than 80% payment and remaining 20% will be released after quality inspection.

17.3 Supplier has to submit the Bank Guarantee of 10% of the purchase cost of the Material for one year against performance after installation of equipment otherwise Balance 10% payment not be release to the suppliers.If the material is received by making advance payment and quality is rejected (with reference to our tender clause 10.1) then the supplier has to take back the material at his cost, and refund the full advance amount taken towards purchase of the material.

***CHIEF EXECUTIVE OFFICER***

Note : Tender reference must be indicates on top of the envelope

**GWALIOR SAHAKARI DUGDHA SANGH MARYADIT, GWALIOR  
GOLA KA MANDIR, GWALIOR**

Phone : 2365523

FaxNo.:0751-2366981

Reg. : GSDS/IM/Dahi Culture (2018-19)

**EMD : Rs. 5000/-**

**SPECIFICATIONS OF DVS DAHI CULTURE**

NAME – STARTER CULTURE DVS 50 LTR.  
DOSAGE - 50 LTRS BATCH ,  
PURPOSE – DAHI  
INOCULATION TEMP. – 40 TO 42C  
SETTING TIME – 4 TO 5 HOURS  
BACTERIA STRAIN – THERMOPHILIC  
ORIGIN – ITALY.  
TYPE- DIRECT VAT SET (DVS)