

MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT, MUMBAI
MAHANAND DAIRY, GOREGAON (EAST), MUMBAI- 400065.

TENDER FORM NO.33

Cost + 5% Vat = Total
Rs. 2000/- + Rs.100/- = Rs.2100/-

Last Date of Submission : 15.01.2015 UPTO 16.00 HOURS
Tender Opening Date : Will be informed later on

Tender (offer made) shall
Remain valid up to : One year from the date of issue of order
Earnest Money Deposit : Rs.15,000/-(Rupees Fifteen Thousand Only)

To,
The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit,
Mahanand Dairy, Goregaon (East),
MUMBAI-400 065.

Dear Sir,

SUBJECT: TENDER FOR SUPPLY OF "BUTTER POLYLINER"

With reference to your Tender Notice in -----dated-----and the Terms and Conditions mentioned therein, I/We hereby submit my/our quotation.

I/we have paid the Earnest Money Deposit in the form of cash/DD/pay order of Rs. 15,000/- (Rupees Fifteen Thousand Only) in the Accounts Department of Mahanand Dairy, vide Receipt No. _____ dated _____ .

I/We agree to supply the material as per the Tender rate during ONE YEAR from the date of order, as per your requirement. I/we declare that I/we am/are manufacturer of this product.

Yours faithfully,

(Signature and Name)

Date:
Address of the Tenderer:

Telephone Nos .Office:

Residence :-

SEAL

Mobile No.

TENDER FORM NO : 33

ENVELOPE NO:1 TECHNICAL DATA

(A) 1. Name of the Tenderer (Manufacturer)

1. (a) Registered address of the Tenderer (Manufacturer)
(b) Copy of the Memorandum and Articles of Association of the company or copy of the Deed of Partnership (as the case may be)
2. (a) Factory Registration No. and Year:
(b) Industrial Licence Number:
(Enclosure A&B)
3. Location of factory:

Telephone Nos.	Factory
Fax No.	Mumbai Office
Telex No.	Mobile No.

(B) COMPULSORY DOCUMENTS :

1. In case of exemption valid Certificate from concerned Sales Tax Officer, or certificate from the competent authority granting exemption from remittance of Sales Tax . (Enclosure No. 1).
2. Income Tax permanent account No. & copy of Last filed return (Enclosure No.2)
3. Declaration letter stating that all the terms and conditions of this tender are acceptable to the Tenderer (Enclosure no. 3)
4. a) Zerox copy of the receipt for payment of E.M.D.
OR
b) Demand Draft of equivalent amount of E.M.D.
(Enclosure no. 4)
5. Copy of the tender conditions signed and sealed.
6. Copy of the specifications (which is annexed herewith) duly signed and sealed.

7. The details of the “**BUTTER POLYLINER**” supplied during the past three years to the various Institutions/Dairies in Maharashtra/Other States. (Please submit proper evidence from respective organisation/s Enclosure -No. 5)

SR. NO.	NAME OF THE PARTY TO WHOM SUPPLIED	YEAR OF SUPPLY	ORDERED QUANTITY	SUPPLIED QUANTITY	REMARKS
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N.B. If any of documents from the compulsory documents mentioned above is not furnished in the Technical Envelope, the tender will be treated as invalid.

C) **ADDITIONAL DOCUMENTS :**

1. The details of machinery available with the manufacturer (Enclosure No. 6)

2. Manufacturing capacity per month.
3.
 - a) Documentary evidence regarding the pest and health control measures adopted in the factory and premises (Enclosure No.7(A)).
 - b) Certificate issued by the Food and Drug Authority (Issued not before one month from the date of this regarding the hygiene standards at the place of manufacturing where the material is manufactured (Enclosure No. 7 (B)).
4. Annual Turnover of the firm for the last three years (certified by the Chartered Accountant (Enclosure No. 8).
5. Please state the minimum time required for supply of the material from the date of order, please specify minimum quantity offered.
6. VAT / C.S.T. Registration No.

Note : All the original documents of which copies have been attached to the technical tender should be made available for verification at the time of opening of technical tender.

SIGNATURE OF THE AUTHORISED SIGNATORY

RUBBER STAMP

SEAL:

DATE:

LIST OF ENCLOSURES:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
7. A.
7. B.
- 8.

TENDER FORM NO. 33
"ENVELOPE NO. 2 RATE ENVELOPE"

MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT.
MAHANAND DAIRY, GOREGAON (EAST), MUMBAI - 400 065.

TENDER FORM FOR “BUTTER POLYLINER”

SR. NO.	NAME OF THE ITEM	QUANTITY (Kg.)	UNIT RATE PER Kg.(RS)	AMOUNT	
				RS.	PS.
1.	“BUTTER POLYLINER”	7,500 K. G.			

Note: (1) The rates should be inclusive of all taxes, octroi, levies, transport charges etc. up to Mahanand Dairy, Powder Unit, Varvand, Pune :- 412 215.

(2) Any changes by Government Authorities in Tax/Octroi structure, during the contract period the same would be made applicable.

(3) Current Basic Price of Raw-Material Rsper Kg

SEAL:

SIGNATURE

DATE:

NAME

PLACE:

MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT.
MAHANAND DAIRY, GOREGAON (EAST), MUMBAI- 400 065.

**GENERAL TERMS & CONDITIONS OF TENDER FOR SUPPLY OF
““BUTTER POLYLINER””**

1. Sealed Tenders in two separate envelopes (please see condition no.6 below) will be received in the prescribed form by the MRSDMM in its office on or by the date and time mentioned herein above.
2. Prescribed Tender Form will be made available in the office of MRSDMM on payment of Rs. 2100/-(Non-refundable) during any office working day between 10.30 hours and 16.00 hours.
3. The Tenderer should quote unit rates separately which should be inclusive of levies, transport charges up to Mahanand Dairy, Powder Unit, Varvand, Pune :- 412 215.
4. The tenderer should also state delivery period required for the completion of the order. (Estimated time for supply of material).
5. The tenderer should be manufacturer of this product.
6. The tender should be submitted in two sealed envelopes (1&2 as follows):=

A) TECHNICAL ENVELOPE (ENVELOPE NO. 1) :

This envelope should contain technical information of the unit stated on page nos. 1 to 4 & 6 to 11.

B) COMMERCIAL ENVELOPE: (ENVELOPE NO.2)

In this envelope the tenderer shall submit "PRICE TENDER FORM" as per form (purchased for himself and duly signed and attested) showing rates inclusive of all taxes (page No.5).

N.B.: Both the envelopes should be separately sealed and marked as :

"TECHNICAL TENDER ENVELOPE'

&

"COMMERCIAL TENDER ENVELOPE"

Both these envelopes should be put and sealed in a big envelope

7. Details such as tenderers name and address, tender enquiry number, product, date and time of the opening etc. should be clearly mentioned on the big envelope.
8. Tenders submitted without fulfilling the conditions of this tender shall be summarily rejected.
9. Tender should be sent within the prescribed time limit. Delay in submitting the tender will not be condoned. Conditional offers received in Commercial Tender envelope other than the specified conditions mentioned in the Tender Enquiry are liable for rejection.

10. (a) Tenderer should be accompanied by the prescribed EMD in the form of Demand Draft or cash receipt showing that EMD amount is deposited. Tender without EMD will be treated as Invalid Tender.
(b) The rates quoted by the tenderer shall remain valid for a period of 120 days from the date of opening of the commercial offer (Envelope No.2).
(c) The successful Tenderer should accept the Nominal Membership of MRSDMM.
11. The E.M.D. shall be forfeited if the successful tenderer fails to complete the contract according to terms and conditions besides any other remedial action that may be available to recover the loss arising out of failure to fulfill the contract from the party defaulting.
12. The MRSDMM reserves the right to award the contract for supply of “**BUTTER POLYLINER**” in part or in full or at their discretion and /or to reserves the right to cancel any or all the tenders without assigning any reason thereof.
13. The successful tenderer who is awarded the contract, must produce self declaration / certificate regarding use of food grade material in production of “**BUTTER POLYLINER**”.
14. If rates are equal preference will be given to ISO 9001:2008 certification of the company.
15. The rates quoted should give break up of the elements of cost of raw material ST, GT Excise duty and other levies as well as packing and forwarding charges etc.
16. a) **PRICE REDUCTION CLAUSE:-**
In case of price of raw material of “**BUTTER POLYLINER**” (herein after called the basic price of raw material of “**BUTTER POLYLINER**” is decreased by Reliance/IPCL at any time during the contract period, the rate of supply of “**BUTTER POLYLINER**” will be reduced proportionately. The reduction in price of the “**BUTTER POLYLINER**” will be actual reduction in the price of the raw material with reference to the basic price of raw material. It is the responsibility of the supplier to inform regarding reduction in price of raw material by Reliance/IPCL authority, declared from time to time and produce the bill(s) accordingly. In case, it is observed that the supplier has failed to inform about actual reduction in price of raw material, the difference on account of price reduction will be recovered from him besides levying penalty. The rate of penalty will be decided by the MRSDMM.

b) **PRICE ESCLATION:-**
In case, the basic price of raw material of “**BUTTER POLYLINER**” increased by Reliance/IPCL the contract period, the supplier will be entitled for actual difference of increase in the price of raw material, after the supplier produces the documents regarding the price rise by Reliance/IPCL authority.
17. The right to reject the tender which fails to comply with any of the terms and conditions mentioned herein is reserved

18. Incomplete tenders shall be summarily rejected .
19. If at any point before finalization of tender, it is realized by MRSDMM that tenderers have deliberately formed a cartel or syndicate to corner the contract, MRSDMM reserves the right of declaring the whole process null and void and also reserves the right of forfeiting EMD of concerned tenderer.
20. The MRSDMM reserves the right to award the contract to more than one manufacturer at the lowest rate (L1) to safeguard its own business interest.
21. **OPENING OF TENDER:-** The tenderers are at liberty to remain present or authorise their representatives to remain present at the time of opening of tenders .
22. In the event of purchase order being placed on the successful tenderer against his offer and his failure to supply “**BUTTER POLYLINER**” in accordance with the terms and conditions of this tender or his failure to replace “**BUTTER POLYLINER**” rejected by the MRSDMM within such time as may be stipulated by the MRSDMM shall be entitled to purchase (such) “**BUTTER POLYLINER**” from any other sources and at such price as the MRSDMM shall in its discretion may think fit and if such price exceeds the rates offered by the tenderer in his tender. In such case, the price difference paid by the MRSDMM shall be recovered from the tenderer either out of the EMD and or security deposit and or from the bills payable to the tenderer and or by way of any other legal remedies.
23. Delivery schedule for the supply of “**BUTTER POLYLINER**” for the next 12 months shall be given to the party by the MRSDMM separately.
24. **TERMINATION OF CONTRACT:**
In the event, if successful tenderer fails to complete the present terms and conditions of this contract or any part thereof. The MRSDMM shall be entitled to take any one or all the actions mentioned below:
 - (a) To terminate the present contract by giving 7 days notice in advance.
 - (b) To forfeit the full amount of Security Deposit or any part thereof against the losses and damages which cost have increased.
 - (c) To purchase the balance quantity of “**BUTTER POLYLINER**” from the open market and recover excess amount paid by the MRSDMM in excess of the agreed price of this Tender as per condition no.3.
 - (d) To recover penalties and other charges as provided in the present contract.
 - (e) Without prejudice to the above remedies and actions MRSDMM shall be at liberty to initiate appropriate legal actions against the contractor for the breach of contract by the contractor.
25. **WARRANTY CLAUSE:**

The “**BUTTER POLYLINER**” supplied under this contract shall be of the best quality and shall be strictly in accordance with the specifications, set out by the MRSDMM. The successful tenderer shall undertake that the “**BUTTER POLYLINER**” would continue to conform to the specifications annexed hereto and give warranty against all manufacturing defects, during the period of contract. The tenderer should sign & seal the copy of specification which is attached with the tender form. The MRSDMM may inspect/carry out the tests of the “**BUTTER POLYLINER**” before its dispatch. The successful tenderer shall be under obligation to give 8 days prior intimation about the supplies, so as to enable MRSDMM to arrange for prior inspection at the tenderer's premises before dispatch. If the said “**BUTTER POLYLINER**” are not found according to the specification / quality aforesaid or found deteriorated, replacement thereof and the decision of the MRSDMM in this regard shall be final and conclusive, and binding on the tenderer.

26. **PENALTY IN CASE OF DELAYED SUPPLIES:**

In case of non-delivery/delay in delivery of “**BUTTER POLYLINER**” by the successful tenderer, MRSDMM reserves the right to impose penalty at the rate of 0.5% of the value of the delayed supplied quantity per week or part of a week subject to the maximum penalty shall not exceed 5% amount of the total value of the quantity under this contract under consideration.

27. In case, the “**BUTTER POLYLINER**” supplied are not as per specifications, the entire lot shall be liable for rejection.

28. The tenderer should enclose copy of the Certificate issued by the Food & Drug Authority regarding the hygiene standards at the place of manufacturing where the material is manufactured or he should produce documentary evidence regarding the pest and health control measures adopted in the factory and premises. The MRSDMM may verify hygiene standard by paying surprise visit

29. The successful tenderer will be required to pay in cash or by demand draft 5% amount of purchase order or furnish bank guarantee from a nationalised bank for equal amount as security deposit and may be called to enter into an agreement in the prescribed format, for the due performance of the contract. The security deposit shall not carry any interest and shall be subject to adjustment towards any loss that may be sustained by the Dudh Mahasangh. The security deposit will be refunded after one month but within three months time from the date of successful completion of this contract and or only after finalising the accounts of the tenderer, pertaining to this contract.

30. The supplier should undertake to extend the validity of the bank guarantee, in case, the supply of “**BUTTER POLYLINER**” delayed beyond the validity period of the Bank Guarantee.

31. Besides the prior inspection at the discretion of the MRSDMM at the tenderer's premises, inspection and also laboratory tests at reputed laboratory or at MRSDMM laboratory may be carried out to ensure the quality of the “**BUTTER POLYLINER**”.

32. **“BUTTER POLYLINER”** should be dispatched at tenderer's risk. The tenderer shall be responsible until the entire consignment of **“BUTTER POLYLINER”** has arrived in good condition at Mahanand Dairy at Goregaon or at any other specified destination.
33. The payment in respect of goods supplied will be made within 30 days after the receipt Of the bill thereof (subject to satisfaction of the MRSDMM that all the conditions of this Tender are complied by the tenderer).
34. The tenderer shall be bound to supply the **“BUTTER POLYLINER”** as per actual requirement and or delivery schedule of MRSDMM. The MRSDMM shall be at liberty to increase or decrease the agreed quantity by 10%.
35. **LEGAL JURISDICTION**

All disputes relating to this tender or arising out of this contract shall be subject to the jurisdiction of the Mumbai Courts only.

I/We state and declare that we agree with the above terms and conditions.

**AUTHORISED SIGNATORY
OF THE TENDERER**

DATE

SEAL

PLACE

4-51 4 23
09/4/14

MAHANAND DAIRY

SPECIFICATIONS OF POLYLINER FOR YELLOW BUTTER

POLYLINER

PRODUCT: : Yellow Butter

1. DESCRIPTION : Poly-liner made up of Three layer, co-extruded film made from virgin food grade Polymers (LDPE).



2. PACK SIZE: : 20 Kg.

3. PHYSICAL CHARACTERISTICS:

Parameter	Specification
Length	: 52 inch) \pm 20 mm
Width	: 52 inch) \pm 11 mm
Thickness	: 50 micron \pm 5 μ
Average Wt.:	90.0 Gms \pm 5 gm
Texture	: Smooth and Plain, transparent film.

4. OTHER REQUIREMENTS:

- 5.1 Film should be free from extraneous matter i.e. dust, pests etc.
- 5.2 Shall be free from pinholes and joints.
- 5.3 Material test certificate (Food grade nature) to be supplied by each vendor along with the consignment.

		
PREPARED BY		APPROVED BY
Ver 0.1 11/03/2014	QC/SP-4	Page No. 1 of 1