

MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT, MUMBAI

MRSDMM

Unit no. 12, Mahanand Dairy,

Western Express Highway , Goregaon (East), Mumbai Pin – 400 065

Website: - <https://mahatenders.gov.in>

TENDER FOR THE " BUTTER POLYSHEET"

at Mahanand Dairy, Goregaon,Mumbai.

Tender No: MND/7/PURCHASE/2020-21/E-TENDER -016

**MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT
MUMBAI**

(MAHANAND DAIRY)

Tender No: MND/7/PURCHASE/2021

Date:- 06.04.2021

Managing Director of MRSDMM, Mumbai invites online E-TENDER in two bid system from the suppliers of BUTTER POLYSHEET

Sr No	Description	Tender Fee (Rs.)	EMD (Rs.)
1.	TENDER FOR THE SUPPLY OF " BUTTER POLYSHEET "	4,500.00 + 18% GST 810.00 TOTAL Rs. 5,310.00	75,000/-

Interested eligible tenderers may obtain further information of technical specifications, required quantities and other terms and condition applicable for supply of above items from the e-tendering website :- <https://mahatenders.gov.in>

Bidder has to select the payment option as "offline" to pay the tender fee as applicable. The tender form fee and EMD should be paid separately via offline mode only. (By Demand Draft in favour of "Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit " Payable at Mumbai.)

Tender forms 'A' and 'B' along with terms and conditions of the tender can be downloaded from the website of MRSDMM on making payment of Rs. 4,500/- + GST 18% Rs. 810.00/- = Total Rs. 5,310/-. Both the payments should be paid via offline mode only & separately.

- (1) Please read the tender documents carefully. Only GST Registered tenderer can apply.
- (2) Intending Tenderer may obtain further information of technical specifications, required quantities and other term and conditions applicable for procurement of above items from the e-tendering website :- <https://mahatenders.gov.in>
- (3) Please attach scanned copy of receipt / details of payment of cost of tender form, EMD Receipt and scanned copies of relevant document mentioned in the tender, while submitting tender / offer.

TENDER SCHEDULE

- 1. Tender Publish date :- 06.04.2021**
- 2. Dates for issue Online / Download Tender Forms Date :- 06.04.2021 to 15.04.2021**
- 3. Last date for Submission of Tender :- 15.04.2021**
- 4. Date & Time of opening Tender (Form A and B) :- 16.04.2021 at 3 PM.**
- 5. Tender Terms & Conditions : Attached / Placed below.**
- 6. Technical details along with Supporting documents : Form "A" Attached.**
- 7. Please quote your Rate (In enclosed Format) : Form "B" Attached**

INSTRUCTION REGARDING FILLING OF TENDER FORM

1. While filling the form read the terms & conditions carefully.
2. Tender forms are to be filled in separately and submitted online through 'Window' provided on the 'Website of MRSDMM' separately and clearly marked as Form "A" & Form "B". All the columns in the tender form are to be filled in properly and completely.
3. Rates are to be filled on the page provided with the tender form. All pages should be digitally signed and sealed by the tenderer. Otherwise the tender form shall be summarily rejected. Incomplete form shall be rejected.
4. Tender forms shall be used only by the purchaser of the tender form, otherwise it shall be rejected summarily.

TENDER FORM NO: 016

1 - Form "A" (TECHNICAL BID)

TO,

The Managing Director,
Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai,
Western Express Highway, Goregaon (East),
Mumbai – 400 065.

Dear sir,

With reference to your tender notice dated ----- I/We, undersigned am/are interested to supply the " BUTTER POLYSHEET" My/Our details are as mentioned below.

1	Name of Applicant (In Block Capital Letters)	
2	Permanent Address (Along with scan copy of Adhar and or PAN Card) Registered Address of Company or Firm Registered No. With scan copy Registration Certificate	
3	Telephone No. Mobile No.	
4	E-mail Address	
5	Details of the authorized person who is authorised to sign the tender / negotiate.	
7	Details of the earlier supply of BUTTER POLYSHEET of similar Quality. (Please submit proper evidence from respective organisation/s)	
8	If Tenderer is Importer or Trader.	

	Details of Import License / Trading License.	
9	Details of turnover during last 3 Years. Attach true copies of last 3 years balance sheet and profit and loss account.	
10	Income tax Permanent Account No. And copy of the last filed return.	
11	Any other information which the Tenderer willfully wants to disclose.	
12	GST Registration No.	
13	Certificate of Analysis	

Scanned copies of required documents to be submitted along with this Form :-

1) Details of payment of Form Fee Rs. 5,310/- purchase of blank Tender Form.

Bank name -

D.D No. -

Date. –

2) Details of payment of EMD Rs. 75,000/-.

Bank name -

D.D No.-

Date. –

I / We have gone through the terms and conditions of the the tender and proposed BUTTER POLYSHEET Supply agreement / contract. We are ready to execute the Agreement with MRSDMM in case tender is awarded to me / us. We shall bear cost of stamp duty and registration charges if any. The above quoted rates shall be valid till such time the Agreement is in force.

Thanking you,

Yours faithfully,

NAME & SIGNATURE OF THE AUTHORISED SIGNATORY

NAME OF THE TENDERER

RUBBER STAMP / DIGITAL SIGNATURE

PLACE :-

DATE:

LIST OF ENCLOSURES :-

1.

2.

3.

4.

5.

6.

7.

TENDER FORM NO - 016
2 - Form "B" (COMMERCIAL BID)

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

TENDER FORM FOR SUPPLY OF " BUTTER POLYSHEET "

In this commercial bid the tenderer shall submit "BOQ" format (i.e. Excel sheet in the commercial section of the tender.)

The rates quoted by the tenderer shall remain valid for a period of 120 days from the date of opening of the commercial offer i.e. (Finance Bid). The bidder must fill the exact amount of figure (Numbers) only in Finance Bid (BOQformat) section. Avoid any mathematical symbols in BOQ" format i.e. (5,* etc.). If it is found MRSDMM reserves rights to reject the tender.

SR. NO.	NAME OF THE MATERIAL	Particulars/ Specifications of the material to be purchased	APPRX. QUANTITY REQUIRED (Kg.)	RATE PER Kg. Rs.	AMOUNT RS.
1	"BUTTER POLYSHEET"	As per specification Attached herewith	8000		

CURRENT BASIC PRICE OF RAW MATERIAL RATE Rs-.....Per Kg..

Note: The Rates should be inclusive of all taxes, levies; transport charges etc. upto Mahanand Dairy, Milk Powder Unit, Varvand, Pune – 412 215. Any changes by Government Authorities in tax structure, during the contract period, the same would be made applicable.

I / We have gone through the term and conditions mentioned herein above. The above information is true and correct. The above quoted rates are inclusive of taxes & Tolls and are subject to the terms and conditions mentioned herein above. MRSDMM is authorised to deduct TDS and other statutory taxes from the payment of bills.

Yours faithfully,

NAME & SIGNATURE OF THE AUTHORISED SIGNATORY

NAME OF THE TENDERER

RUBBER STAMP / DIGITAL SIGNATURE

PLACE :-

DATE:

MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT.

MAHANAND DAIRY, GOREGAON (EAST), MUMBAI-400 065.

GENERAL TERMS & CONDITIONS OF TENDER FOR SUPPLY OF " BUTTER POLYSHEET"

- 1) The Tenderer should quote unit rate (inclusive of levies, transport charges upto Mahanand Dairy, Milk Powder Unit, Varvand, Pune – 412 215. & GST separately. Any changes by Government Authorities in tax structure, during the contract period, the same would be made applicable.
- 2) The tenderer should also state delivery period required for the completion of the order (Estimated time for supply of material).
- 3) The tenderer should be Manufacturer of **BUTTER POLYSHEET** .
- 4) The Tender form Fee (Non Refundable) and EMD should be paid via offline mode only. The Tender fee (Non Refundable) and EMD should be paid separately & will be accepted in the form of Demand Draft only in favour of "Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit " Payable at Mumbai.
- 5) The tenderer must attach the scanned of receipt copies of Tender fee (Non Refundable) and EMD while submitting the Technical bid via online mode (**www.mahatenders.gov.in**) Failing to do so MRSDMM reserves right to reject the said bidder.
- 6) The tender should be submitted in two Bids (1&2 as follows):
 - A) **TECHNICAL BID:**

This bid should contain technical information of the unit stated on page no. 1 to 6 and 8 to 15.
 - B) **COMMERCIAL Bid:**

In this commercial bid the tenderer shall submit "BOQ" format (i.e. Excel sheet) as per the excel sheet. The excel found in the commercial section of the tender.

The rates quoted by the tenderer shall remain valid for a period of 120 days from the date of opening of the commercial offer i.e. (Finance Bid). The bidder must fill the exact amount of figure (Numbers) only in Finance bid (BOQ format) section. Avoid any mathematical symbols in BOQ format i.e.(% ,* etc.) . If it is found MRSDMM reserve rights to reject the bidder.
- 7) The successful Tenderer should accept the Nominal Membership of MRSDMM.
- 8) The E.M.D. shall be forfeited if the successful tenderer fails to accept the contract. Without prejudice to the said action, MRSDMM shall be at liberty to initiate any other appropriate action against the tenderer for breach of contract. The E.M.D. of the unsuccessful tenderer shall be refunded within Two month from the date of finalization of the tenders.
- 9) The MRSDMM reserves the right to award the Contract for supply of "BUTTER POLYSHEET " partly or in full or at their discretion and/or to reserve the right to cancel any or all the tenders without assigning any reason thereof.

- 10) The rates quoted should give breakup of the elements of cost of raw material G.S.T. and other levies as well as packing and forwarding charges etc.

The prices quoted shall remain same during the validity period of contract which will be for the minimum period of one year. No price escalation on any account shall be taken into consideration.

- 11) If rates are equal, preference will be given to ISO 9001:2008 certified company.
- 12) The right to reject the tender which fails to comply with any of the terms and conditions mentioned herein is reserved.
- 13) Incomplete tenders shall be summarily rejected.

14) **PRE-QUALIFICATION FOR BIDDER / TENDERER**

Preference will be given to Bidders / Tenderer who have supplied of **BUTTER POLYSHEET** to bonafide users during last 3 years. Documentary proof to this effect to be submitted along with the techno commercial bid. Bids submitted without necessary documents, shall not be considered.

QUALITY & QUANTITY :

- a) The supplier shall ensure that the **BUTTER POLYSHEET** quality and quantity shall be as per terms of the P. O. or Tender Form.
 - b) Testing of the **BUTTER POLYSHEET** on arrival at site / point of delivery shall be done by MRSDMM and or their Agent. If supplied / tested material is not as per the specification shall be rejected by MRSDMM.
- 15) If at any point before finalisation of tender, it is realised 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 tenderers.

16) **NON – TRANSFERABILITY :**

The successful Bidders / Tenderer shall not without prior written permission of MRSDMM sublet, transfer or assign the proposed BUTTER POLYSHEET Supply Contract to any third party.

- 17) The MRSDMM reserves the right to award the contract to more than one Manufacturer OR Authorised Distributor at the lowest rate (L1) to safeguard its own business interest.
- 18) In case of the Contract being awarded to more than one Manufacturer OR Authorised Distributor because of equal rates quoted, the quantum of supply order will depend upon the actual performance of the material.

- 19) **TENURE OF AGREEMENT:** Unless there is a breach of terms & conditions of BUTTER POLYSHEET Supply Contract or the Proposed BUTTER POLYSHEET Supply Contract is not terminated for whatsoever reason. Proposed BUTTER POLYSHEET Supply Contract shall be for a period of one year from the date of entering into Proposed BUTTER POLYSHEET Supply Contract & it can be extended for the next one year at the same rate subject to satisfactory & timely supply in the first year.

20) **STAMP DUTY AND REGISTRATION CHARGES :**

The Stamp duty and Registration charges if any, in respect of the Agreement / Award of Contract shall be borne by the Successful Bidders / Tenderer.

- 21) a) **PRICE REDUCTION CLAUSE:-**
In case of price of raw material of " **BUTTER POLYSHEET**" (herein after called the basic price of raw material of " **BUTTER POLYSHEET**" is decreased by Reliance/IPCL at any time during the contract period, the rate of supply of " **BUTTER POLYSHEET**" will be reduced proportionately. The reduction in price of the " **BUTTER POLYSHEET**" 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 basis price of raw material of " **BUTTER POLYSHEET**" 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.
- 22) In the event of purchase order being placed on the successful tenderer against his offer and his failure to supply BUTTER POLYSHEET in accordance with the terms and conditions of this tender or his failure to replace BUTTER POLYSHEET rejected by the MRSDMM within such time as may be stipulated. MRSDMM, shall be Entitled to purchase BUTTER POLYSHEET from any other sources and at such price as the MRSDMM shall in its discretion may think fit and if such price shall 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 POLYSHEET for the next 12 months shall be given to the party by the MRSDMM separately.
- a) In case after completion of contract total quantity supplied is less than 90% of the of the total quantity in the P. O. due to less consumption than the estimated, then M.D. of MRSDMM may extend the period for supply of remaining/required quantity at the same rate (Taxes applicable) with mutual consent between MRSDMM & successful tenderer.
- b) On the contrary in case total supply of total quantity in the P. O. is completed before the contract period due to higher consumption than the estimated, then M.D. of MRSDMM may issue additional P. O. at the same rate for remaining period for the supply of approximate quantity required.
- 24) **TERMINATION OF CONTRACT:-**
In the event, if the successful tenderer fails to comply the present terms and onditions 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 has incurred.

- c) To purchase the balance quantity of BUTTER POLYSHEET 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.1.
- d) To recover penalties and other charges as provided in the present contract. Without
- 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 POLYSHEETS 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 POLYSHEET 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 test of the BUTTER POLYSHEET before its dispatch. The successful tenderer is under obligation to give 8 days prior intimation about supplies, so as to enable MRSDMM to arrange for prior inspection at the Tenderer's premises before despatch. If the said BUTTER POLYSHEET 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, conclusive, and binding on the tenderer.

26) **PENALTY IN CASE OF DELAYED SUPPLIES:-**

In case of non-delivery/delay in delivery of BUTTER POLYSHEET 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 not to exceed 5% amount of the total value of the quantity under this contract under consideration.

- 27) In case, the BUTTER POLYSHEET supplied is not as per specifications, the entire lot shall be liable for rejection.
- 28) The successful tenderer who is awarded the contract, must produce self declaration / certificate regarding use of food grade material in production of "**BUTTER POLYSHEET**".
- 29) The tenderer should provide Certificate of analysis with each consignment of raw material.
- 30) 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 standards by paying surprise visit.
- 31) The successful Tenderer will be required to pay in 5% amount of purchase order by demand draft or furnish Bank Guarantee from a nationalized Bank for equal amount as Security Deposit and 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 MRSDMM. The Security Deposit

will be refunded within 3 months from the date of successful completion of this contract and or only after finalising the accounts of the tenderer, pertaining to this contract.

- 32) The supplier should undertake to extend the validity of the Bank Guarantee, in case, the supply of BUTTER POLYSHEET is delayed beyond the validity period of the Bank Guarantee.
- 33) 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 POLYSHEET
- 34) BUTTER POLYSHEET should be dispatched at Tenderer's risk. The Tenderer shall be responsible until the entire consignment of BUTTER POLYSHEET has arrived in good condition at Mahanand Dairy at Varvand (Pune) or at any other specified destination. Loading & Unloading will be the responsibility of successful Tenderer.
- 35) **TERMS OF PAYMENT**
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)
- 36) The tenderer shall be bound to supply the BUTTER POLYSHEET 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%.
- 37) Regarding Plastic Ban decision from environment Dept., Govt. of Maharashtra notification No. Plastic-2018/C.R. No.24/TC- 4 dt. 23rd March 2018 or any further Judicial decision regarding ban on use of " **BUTTER POLYSHEET**", it will be binding on both parties that is supplier and purchaser.
- 38) **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.

NAME & SIGNATURE OF AUTHORISED SIGNATORY OF THE TENDERER

SEAL

DATE:

PLACE:

MAHANAND DAIRY

1022
DATE 2/11/2019

Handwritten notes and signatures in the top right corner.

SPECIFICATION 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 : :20kg

3. PHYSICAL CHARACTERISTICS:

Parameter : Specification

Length : 52inch)±20mm

Width :52inch)±11mm

Thickness : 60 micron+5μ

Average Wt :90.0Gms+5gm

Texture : Smooth and plain, transparent film.

4. OTHER REQUIREMENTS:

4.1 Film should be free from extraneous matter i.e. dust, pests etc.

4.2 Shall be free from pinholes and joints.

4.3 Material test certificate (food grade nature)to be supplied by each vendor along with the consignment.

5. As per MPCB notification following matter should be printed on polysheet.

5.1. Mention buy back policy.

5.2. Recycle logo with 4 number.

5.3. Polythene manufacturer Address.

6 COA Report should be given by the supplier during the delivery of goods.

PREPARED BY <i>[Signature]</i>		APPROVED BY <i>[Signature]</i>
Ver 1.1 01/11/2019	QC/SP-4	Page No.1 of 1