



**Tender Document For  
Supply of Approximately  
50,000 Units of Plastics Crates  
For our New Cheese  
Plant at Banas Dairy, Palanpur**

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**Signature of the party with office stamp**

**(In token of acceptance of terms & condition)**

**Date:**

## SECTION I: Tender Notice/Advertisement

	<b>BANASKANTHA DISTRICT CO-OP. MILK PRODUCERS' UNION LTD.,</b> <b>BANAS DAIRY, PB NO: 20, PALANPUR: 385 001, Phone: 253881 to 253885</b>	
	<b>TENDER NOTICE</b>	
Sealed Tender Bids are invited for supply of following items from experienced and eligible manufacturers/ bidders:		
<b>Name of the items</b>	<b>Plastic Crates for Cheese</b>	<b>Plastic Pallet</b>
<b>Tender Reference</b>	BNS/PUR/PLASTIC CRATE/2015-16/06	BNS: PUR: PLASTIC PALLET/2015-16/07
<b>Tentative Quantity</b>	50,000 Units	4,000 Units
<b>Tender Fees</b>	Rs.1000.00	Rs. 1000.00
<b>EMD</b>	Rs.2,00,000/-	Rs.2,00,000/-
<b>Last Date Tender Bid Submission</b>	25/09/2015 till 1:30pm	26/09/2015 till 1:30pm
<b>Quotation Opening date</b>	25/09/2015 till 3:00pm	26/09/2015 till 3:00pm
Tender documents containing Specification of items, General Terms and Conditions, the eligibility criteria and other tender related details are available at our website: <a href="http://www.banasdairy.coop">www.banasdairy.coop</a> . The undersigned reserves the right to accept or reject any or all tenders without assigning any reason there of and there shall be no dispute on that decision.		
<b>Managing Director</b>		

Signature of the party with office stamp  
(In token of acceptance of terms & condition)

Date:

## SECTION-II

### Preface

Banaskantha District Co-operative Milk Producers' Union Ltd., Palanpur (popularly known as Banas Dairy) is one of the largest Milk Producers' Union in Asia and is engaged in business of processing of milk and manufacturing of Milk products through its state of the art Manufacturing Facilities at various locations across several states.

Banas Dairy is coming with the new Cheese Plant at Main Dairy Plant situated at Palanpur and for this Banas Dairy is in requirement of approximately 50,000 units of Plastic Crate (total of two types) for cheese material handling and for this requirement, Banas Dairy invites tender bids for the Supply of approximate 50,000 Units of Plastic Crates for Cheese (as per specifications in Annexure VI) from eligible manufacturers/ bidders.

### Important Points:

- Bidder shall have to quote for both two types of plastic crates, and proportion of the order quantity shall be confirmed at the time awarding PO. Banas Dairy reserves the right to vary the proportion of both these types of crates as per its need at any time before awarding of PO.
- Bidder is mandatorily required to submit One Unit Sample of any type of quoted crate along with the tender bid.
- For detailed understanding of our requirement, bidder may visit Banas Dairy, Palanpur or may contact Purchase Department.
- Bidders who have downloaded tender form from our website are required to notify our Purchase Department by e-mailing the notification as per format given in Annexure-1 "**Notification of Plastic Crates Tender Document Download**" to e-mail id [tender@banasdairy.coop](mailto:tender@banasdairy.coop). This notification will inform Banas Dairy about your interest for quoting against this tender and you will be updated about various clarifications issued by Banas Dairy in reference to this tender and also regarding any amendment in Tender Document (if any) during its publication period at the same e-mail id from which we receive your notification mail. In case of no timely notification submitted to Banas Dairy, Banas Dairy will not be responsible for any lack of communication regarding any amendment in Tender Document (if any) and other relevant communications like clarifications.

### Important Dates:

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**Date:**

Sr. No.	Events	Date
1	Document Download Start Date	03/09/2015
2	Document Download End Date	25/09/2015
3	Last Date for seeking clarification	18/09/2015
4	Pre - Bid Meeting	Not Applicable
5	Last Date For Submission of Bid (up to 1:30 PM)	25/09/2015
6	Opening of Technical Bids (at 3:30 PM)	25/09/2015
7	Last Date for submission of Sample	25/09/2015

**Details pertaining to Site Visit:**

Banaskantha District Cooperative Milk Producers' Union Limited,  
 Banas Dairy, Post Box – 20,  
 Palanpur – 385001  
 Landline: 02742 – 253881 to 85 (Ext: 216/316)

**Correspondence details for all other communications:**

Purchase Department,  
 Main Administration Building,  
 Banas Dairy, Post Box – 20,  
 Palanpur – 385001  
 Email: [tender@banasdairy.coop](mailto:tender@banasdairy.coop),  
 Landline: 02742 – 253881 to 85(Ext: 216/316)

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### SECTION-III

#### Instructions for submitting tender

1. Tender bid, sample and other required documents with tender fee (Non Refundable) of Rs. 1,000/- and EMD should be sent by post/courier or submitted by hand in our office by 1:30 pm on or before the last date as specified in tender notice. Tenders received late will be rejected.
2. Cost of tender form by DD as stated above should be attached with tender bid.
3. Tender Bid can be submitted by hand or by post/ courier. For bids submitted by post or Courier, it is bidder's responsibility that bid reaches to our office at the scheduled time.
4. Tender bid should be sent duly sealed cover super-scribed with "**Tender Bid for Supply of Plastic Crates**" by due date. Bidder is required to submit entire tender document duly signed as token of acceptance along with document.
5. Terms and conditions of Tender bid should be duly signed as token of acceptance of the same and should be enclosed along with Tender Bid. Any certificate/document not found enclosed with the tender document as required for fulfilling the eligibility criteria of tender bid may lead to declaring the party as non-eligible and in this event their Tender bid shall be out rightly rejected.
6. Tender bids shall be opened in the presence of intending parties/their authorized representative who will be present at that time. In case tender opening date is declared a Holiday, tenders shall be opened on next working day at the same time specified above
7. Bids should be kept valid for acceptance for a period of **60days** from the day bids are opened.
8. In exceptional circumstances, the union may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex/fax). The bid security/EMD provided shall also be suitably extended. A Bidder granting the request will not be required nor permitted to modify his bid.
9. Tender form shall be filled up legibly, preferably typed giving full name and address of the tenderer. Over writing, alterations/additions etc will disqualify the tender bid unless such overwriting, alterations/additions are attested and signed by the tenderer. Conditional/telegraphic/fax /E-mail tenders shall be rejected.
10. Tender Bid must be accompanied with requisite amount of Earnest Money Deposit of Rs 2 Lakhs (EMD) as specified, without which tenders shall be rejected.
11. EMD of successful bidders shall be retained as security deposit without any interest till all the activities, specified under the Contract is completed satisfactorily and the same certified by End User.
12. Earnest money of unsuccessful tenderer shall be returned after finalizing the contracts within 60 days without any interest on it.

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**Date:**

## 13. Samples submission:

- Sample is required to be submitted free of cost in advance on or before last date for submission of bid. In the event of the failure of the Bidder to deliver the sample by the date specified in advertisement or of the rejection of the sample, bid will be considered as non-responsive.
- All samples required for test shall be supplied by the Bidder free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will remain with Banas Dairy and shall not be returned to the bidder. The same shall apply to approved/ accepted samples also.
- **Marking-** Samples submitted shall be clearly labeled with the Bidder's name and address and reference of tender advertisement.
- The Bidder is required to submit an sample, any expenses incurred by the Bidder on or in connection with the production of materials in bulk, before the sample has been approved unconditionally, shall be borne by the Bidder and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.
- The rejection of the sample by the Inspecting Authority or Inspecting officer/Committee shall be final and binding on the Bidder.

14. **Following Documents to be submitted along with Tender Bid:**

- A list of all the purchase orders duly indicating the name of client, his address, type & quantity of material and the date of supply/execution during the last 36 months along with at least one performance certificate along with copy of the purchase orders executed in the last one year in same firm name and style.
- Any document (such as excise/sales tax document) issued by Government or Semi Government Department which certifies/proves that the bidder is in business for the required period.
- The bidder shall be registered with the office of competent authority or under statutory bodies at the time of bid opening in the same name and style. In order to support this bidder shall submit any of following documents:

A copy of the Registration Certificate issued by the Registrar of Companies in case of firms of proprietary nature

**OR**

Copy of partnership deed in case of partnership firm

**OR**

Copy of article of association in case of Pvt. Ltd. Companies

**OR**

Copy of registration certificate for firms registered with NSIC/Central or State Government Department / Local bodies for similar work.

- Bidder shall enclose/mention the PAN and TAN number of the firm and to support this, he/she shall submit a photocopy of PAN& TAN certificate.

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- Bidder's firm shall be registered with Sales Tax Department. VAT/CST numbers shall be mentioned by the bidder and in support of this; he/she shall submit a photocopy of Sales Tax registration certificate duly renewed by the competent authority.
15. Submitted documents shall be numbered and attached serially indicating serial number. Total number of pages enclosed shall be shown in the index.
  16. ISO certified company may be preferred to others. A copy of valid license/ certificate shall be attached to this effect with the offer.
  17. Copies of Purchase orders of reputed State Milk Federations / Milk Unions/ Reputed Companies executed during last 36 months may be enclosed.
  18. Supplier has to forward copy of inspection/quality certification report of **Plastic Crates** with delivery.
  19. Full details of materials including the manufacturer's name and brand of items alongwith datasheet must be mentioned in detail technical data sheet submitted along with the tender document.
  20. **Format and Signing of Bids**  
The Bidder shall prepare two copies of Bid, clearly marking each "Original" and "Copy" as appropriate. In event of any discrepancy between them the original shall govern. Both the copies shall be duly authorized to bind the Bidder to the Contract.  
Bid shall contain no inter linerations, erasures or over writing except as necessary to correct errors made by Bidder in which case correction shall be initialled by persons signing the Bid.
  21. Supply of Plastic Crates for Cheese shall be made to our Stores at **Banas Dairy (Palanpur Plant)**.
  22. **No Price Variation**  
Prices quoted by the Bidder shall be fixed and no request for price amendments will be considered. Prices quoted should remain valid for entire validity period of **60 Days** for PO generation. Supplier will be liable to execute the Purchase Order generated during this Validity period under this particular Contract. In case of no execution of PO generated during validity period, EMD will be forfeited.
  23. **Right to vary the quantity at the time of Award**  
Banas Dairy reserves the right to increase or decrease the quantity at the time of awarding of Purchase Order.
  24. **Right to accept or reject any Bid**  
Banas Dairy reserves the right to accept or reject any bid or reject all the Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for its action.
  25. **Performance Security**

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The successful Bidder shall furnish the performance security in accordance with the conditions of the Contract. In case of failure to meet this condition, same amount will retain from supplier's bill.

26. Offers should be strictly according to our specifications and our commercial terms & conditions, failing which, it may not be considered.  
In case of any Technical or Commercial deviation, it is mandatory for supplier to mention the same in Deviation Form. If any deviation comes to Purchaser's notice that has not been mentioned in the Deviation Form submitted by bidder with Technical Bid, in such case Purchaser reserves the right to reject the complete bid.
27. Parties who have been suppliers of our union or any milk union in the past also have to comply with all these conditions. No relaxation whatsoever shall be given to them and also to any SSI /PSUs or any organization.
28. If any dispute or differences arises at any time between the two parties in respect of or concerning anything contained or arising out of contract shall be referred to sole arbitrator our Managing Director. The decision of the arbitrator shall be final and binding on both the parties.
29. Incomplete Tender Bid Documents may be rejected completely.
30. Canvassing in any form will lead to disqualification of the bid.
31. For all legal matters and disputes, Palanpur court shall be the Jurisdiction.

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**Date:**

## SECTION-IV

### Pre- Bid Eligibility Criteria

The bidder shall have to fulfil the following minimum technical eligibility criteria:

- Offers only from manufacturer will be considered.
- In case of bidder being an Authorized Distributor/Dealer/Representative, he has to submit authorization certification from original manufacturer and Nomination Letter from OEM that on behalf of OEM, He is only one distributor will quote against this tender, and no other distributor can quote on behalf of OEM.

**Note:** Bidders will have to produce documentary evidence for the same along with Bid.

The above eligibility criteria are minimum & not exhaustive & subjected to further scrutinization by Banas Dairy.

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## SECTION-V

### General Terms and conditions for Bid

#### 1. Delivery Schedule

Bidder has to provide delivery period in Annexure V (Format of Quotation). Exact details of the Delivery Schedule will be communicated at the time of awarding of Purchase Order and vendor will be liable to follow delivery date mentioned in PO.

2. The officers of our Union shall be allowed to inspect the works and/or any document referred to in the tender at any given time and if it is found that the declarations made by the tenderer in Tender Bid are false/misleading/faulty, the tenderer shall be disqualified and the earnest money deposit (EMD) submitted shall be forfeited.

3. Items to be supplied should be strictly as per enclosed Specifications.

#### Note:

- It is mandatory for Bidder to provide the Detailed Technical Data Sheet (as per our required specifications) along with Tender Bid. (In case of failure of the same, Bid may be rejected)
  - Non-compliance with even a minor technical Requirement should be clearly stated by the bidder in the form of Deviation Statement; in case of failure to meet this condition the Bid may be rejected.
4. The sorted out/rejected quantities of a production run at manufacturers end should be immediately destroyed. If any such stock is found lying in the premises of the manufacturers, it will be deemed for unhealthy use by the manufacturer and hence the security deposit (EMD) will be forfeited.
5. Bidder is to ensure that any input material used in manufacture used in manufacture and printing of ordered material is **completely non-toxic and of food grade quality** only. You will be also required to ensure to provide an authenticated certificate confirming the above alongwith supply of material.
6. Tests, as may be deemed necessary by our union employees have to be carried out by Supplier at his cost. Acceptance tests would be required to run for a specified period non-stop, at the discretion of our union. Supplier will be responsible for setting up and running the acceptance tests, in the presence of representative of our union. The Purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Good's final destination. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the

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rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser as per the instruction of Purchaser.

7. **Warranty/ Guarantee**

The supplier warrants that the goods supplied, under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The supplier further warrants that the goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions.

This Comprehensive warranty/guarantee shall remain valid for **24 months** minimum after the Goods have been delivered at site, installed and successfully tested and accepted by the Purchaser.

If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**Note:**

Initial acceptance of goods is not the final acceptance of quality.

In case materials are found substandard at any point of time during its functional use, on receipt of the same we reserve our right to reject the material outrightly. Labour Charges if any will also be recovered from you. We reserve the right to send your material for testing at any laboratory of our choice and in case the result is found unsatisfactory we reserve the right to take any action as deemed fit.

8. **Penalty Clause**

For delay in supply of goods, a late penalty @0.5% per week may be deducted subject to a maximum of 5 % of the contract price. On further delays order shall be liable to be cancelled. However, Managing Director of our union may waive off the penalty keeping in view the force majeure or other exceptional circumstances beyond the control of the supplier.

9. **Delivery of Goods**

Material shall be delivered at the destination as specified in the purchase order on any working days (except Sundays & holidays) within the specified period as mentioned in Purchase Order.

10. **Payment and Performance Security**

- 80% after delivery of Plastic Crates for Cheese and 20% against submission of performance bank guarantee for equivalent amount valid for two years from date of last of Supply.

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- **Performance Security:** Bidder will be required to submit the performance security of 20% of total PO Value for the period of at least two years in form of Bank Guarantee **from Nationalized Bank only having its branch at Palanpur.**In case bidder fails to submit bank guarantee we will retain 20% of PO value amount from his account.

**Note:** Validity of Performance Security should cover entire period of Comprehensive Warranty from the date of supply of Last Plastic Crates for Cheese under this contract.

#### 11. Risk Purchase

In case of delayed supplies/erection/commissioning purchase/execution of work may be completed at the risk, cost and responsibility of the supplier after expiry of scheduled date without any notice. Extra amount spent on Risk Purchase/completion of work shall be adjusted against the earnest money/pending payments or same shall be recovered from your firm.

We will reserve the right to effect risk purchase/execution of the work in case of non-fulfilment of various terms and conditions of the contract, by the supplier at his risk & cost.

#### 12. Import license and foreign exchange variation

No import license shall be provided by the BANAS DAIRY for goods offered against this bid. Necessary clearances/licenses from the concerned Authorities for any imported goods/items offered shall be obtained by the bidder at his cost & responsibility.

Non-availability of or delay in obtaining license/ clearance shall not, under any circumstances, entitle the bidder to seek any compensation/relaxation under the contract and/or relieve the bidder from any of his obligations under the contract. Foreign Exchange, Duties etc. variation, if any, shall also be to the account of the bidder and no price escalation may be given.

#### 13. Maintaining ethical standards in business

It is highly necessary for the suppliers to ensure that business ethics are maintained at the highest degree with all the concerned. In no case we will be able to tolerate any unethical practice by the supplier by way of offering either cash or in kind or compensation in any form either to get the rejected material accepted or to get higher volume of the business than the approved quantity.

By any chance if it comes to our notice that you or any of your employee/representative/Agent has tried to initiate such unfair business practices with any of our employee or any of the employee /decision maker of Our Union even with/without any documentary evidences, the same shall be considered as a cancellation of P.O. and we reserve our right to terminate/suspend the P.O. during any time without assigning any reason thereof.

#### 14. Insurance

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The goods supplied under the contract shall be fully insured against all types of losses or damages incidental to all types of risks and delivery in the manner specified in the special conditions of contract. If any loss or damage occurs during supply of goods under contract, the supplier shall make arrangement for repair and replacement of any damaged, item/s in stipulated time.

In case of any claim, Supplier will have to arrange the Documents and other formalities and in no case Banas Dairy will arrange for such claims.

15. **Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent. Such assignment shall not relieve the Supplier from any liability or obligation under the Contract.

16. **Force Majeure**

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17. **Purchaser's Instruction**

The Purchaser may in his absolute discretion, issue from time to time drawings and/or instructions, directions and clarifications which are collectively referred to as Purchaser's instructions. These instructions will be binding on the supplier.

18. **Approvals**

The Supplier shall obtain all the necessary legal approvals.

19. **Jurisdiction**

Settlement of any dispute out of the purchase order/contract against this bid shall be subject to the courts at Palanpur only.

20. **Data on firm**

Please send data on your firm and information in the enclosed Annexure. The quotations received without above information or with incorrect information may not be considered.

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## SECTION VI SPECIAL CONTRACT CONDITIONS

Below mentioned Terms & Conditions shall be in addition to and prevail over any, if already given elsewhere in this Enquiry

Sr No.	Terms & Conditions	Details of terms
1	<b>Tender Fees Non Refundable</b>	<b>Rs.1,000/-</b>
2	<b>EARNEST MONEY DEPOSIT</b>	<b>Rs.2,00,000/-</b>
3	<b>VALIDITY OF OFFER</b>	Bids should be kept valid for acceptance for a period of <b>60days</b> from the day bids are opened.
4	<b>Eligibility Criteria:</b>	<p>The bidder shall have to fulfil the following minimum technical eligibility criteria:</p> <ul style="list-style-type: none"> <li>• Offers only from manufacturer will be considered.</li> <li>• In case of bidder being an Authorized Distributor/Dealer/Representative, he has to submit authorization certification from original manufacturer and Nomination Letter from OEM that on behalf of OEM, He is only one distributor will quote against this tender, and no other distributor can quote on behalf of OEM.</li> </ul> <p><b>Note:</b> Bidders will have to produce documentary evidence for the same along with Bid.</p> <p>The above eligibility criteria are minimum &amp; not exhaustive &amp; subjected to further scrutinization by Banas Dairy.</p>
5	Delivery Location	Banas Dairy(Palanpur Plant)
6	Delivery Period	Informed at the time of awarding Purchase Order
7	Warranty/guarantee	This Comprehensive warranty/guarantee shall remain valid for <b>24 months</b> minimum after the Goods have been delivered at site, installed and successfully tested and accepted by the Purchaser.
8	Quality Certificate	Supplier has to provide quality certificate that supplied lot of plastic crates is manufacturing by using HDPE virgin material.
9	Other Terms	Each Supply of crates should be along with standard test report of manufacturing lot number of crates supplied.
10	<b>Penalty Clause</b>	For delay in supply of goods, a late penalty @0.5% per week may be deducted subject to a maximum of 5 % of the contract price. On further delays order shall be liable to be cancelled. However, Managing Director of our union may waive off the penalty keeping in view the force majeure or other exceptional circumstances beyond the control of the supplier.
11	<b>Payment terms</b>	80% after delivery of Plastic Crates for Cheese and 20% against submission of performance bank guarantee for equivalent amount valid for two years from date of last of Supply.
12	<b>Performance Security:</b>	Bidder will be required to submit the performance security of 20% of total PO Value for the period of at least two years in form of Bank Guarantee from <b>Nationalized Bank only having its branch at Palanpur</b> . In case bidder fails to submit bank guarantee we will retain 20% of PO value amount from his account.

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## SECTION VII ANNEXURES

### Annexure I- Notification

Interested Bidders who have downloaded tender form from our website will be required to notify Purchase Department of Banas Dairy at e-mail id: *tender@banasdairy.coop*.

#### Format of Notification

To,  
Purchase Department,  
Banas Dairy, Post Box- 20,  
Palanpur-385001

**Subject-** Notification of Downloading of Tender for Plastic Crates

Dear Sir,

In reference to above cited subject, we..... *[Name and Address of Bidder]*....., have downloaded "Tender Document for Supply of approximately 50000 Units of Plastic Crates" and are interested to quote for the same before the scheduled deadline.

Hence in this regard, we request you to please send us all relevant communications (including clarification issued by Banas Dairy to various others interested Bidders and any amendments in Tender Document) at following Contact Details:

Name of Bidder Firm:	
Name of Concerned Person:	
Business Address:	
E-mail Address:	
Contact No:	
Mob No:	

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## Annexure II - Tender Enquiry Data Sheet

The following specific data for this Tender Enquiry shall complement, supplement, or amend the provisions in the Invitation in Tender and Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

<b>Name of the Purchaser:</b> Banaskantha District Co-operative Milk Producers' Union Ltd., Palanpur
<b>Description of Goods:</b> Supply of 50,000 Units Plastic Crates (total of both types) at our Palanpur Plant.
<b>Purchaser's Address:</b> PB NO :20, Palanpur-385001, Banaskantha, Gujarat, India
<b>Submission of Queries on T/E Document:</b> Not later than – 18/09/2015 till 1700 hours, to the following e-mail <a href="mailto:tender@banasdairy.coop">tender@banasdairy.coop</a>
<b>Pre- Bid Meeting:</b> No Pre-Bid Meeting will be done against this Tender
<b>Tender validity period shall be:</b> 60 days from the date of submission
<b>Required number of copies of the Tender:</b> Two (Original plus one photocopy and clearly mention ORIGINAL& COPY on photocopy).
<b>The address for Tender submission:</b> Purchase Department, Banaskantha District Co-operative Milk Producers' Union Limited PB NO 20 , Palanpur : 385001, Dist : Banaskantha
<b>Due date (Deadline) for Tender submission:</b> 25/09/2015 at 1.30PM,
<b>Opening of Quotation:</b> 25/09/2015 at 3.00PM

**Signature of the party with office stamp  
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**Annexure III Check List**

Your Offer shall compulsorily and clearly mention the acceptance of item-wise each one of our Standard Terms & Conditions given below.

**Important note:** - In case of non-acceptance or deviations on any of these terms & conditions, you have to clearly mention the same separately.

Kindly return this page duly signed & stamped along with your offer, as your confirmation towards acceptance of the same.

Sr No.	Particulars	Agreed/Not Agreed/Remark	Support Document Attached/Not attached
1	<b>EARNEST MONEY DEPOSIT of Rs.2,00,000/-</b>		
2	<b>VALIDITY OF OFFER</b> Your Offer shall be valid and firm for at 60 days from the date of bid Opening.		
3	<b>Delivery of material</b>	Within _____ Months	
4	Offers only from manufacturer will be considered.		
	In case of bidder being an Authorized Distributor/Dealer/Representative, he has to submit authorization certification from original manufacturer and Nomination Letter from OEM that on behalf of OEM, his only one distributor will quote against this tender, and no other distributor can quote on behalf of OEM.		
5	A list of all the purchase orders duly indicating the name of client, his address, type & quantity of material and the date of supply/execution during the last 36 months along with at least one performance certificate along with copy of the purchase orders executed in the last one year in same firm name and style.		
6	Any document (such as excise/sales tax document) issued by Government or Semi Government Department which certifies/proves that the bidder is in business for the required period should be submitted along with the bid.		
7	The bidder should be registered with the office of competent authority or under statutory bodies at the time of bid opening in the same name and style. In order to support this bidder shall submit relevant documents (any of the following). <ul style="list-style-type: none"> <li>• A copy of the Registration Certificate issued by the Registrar of Companies in case of firms of proprietary nature.</li> <li style="text-align: center;"><b>OR</b></li> <li>• Copy of partnership deed in case of partnership firm.</li> <li style="text-align: center;"><b>OR</b></li> <li>• Copy of article of association in case of Pvt. Ltd. Companies.</li> <li style="text-align: center;"><b>OR</b></li> <li>• Copy of registration certificate for firms registered with NSIC/Central or State Govt. Department/Local bodies for similar work.</li> </ul> <p style="text-align: center;"><b>OR</b></p> Bidder shall enclose/mention the PAN and TAN number of the firm and to support this, he/she shall submit a photocopy of PAN& TAN		

**Signature of the party with office stamp**  
**(In token of acceptance of terms & condition)**

**Date:**

	certificate.  <b>OR</b> Bidder's firm shall be registered with Sales Tax Department. VAT/CST numbers shall be mentioned by the bidder and in support of this; he/she shall submit a photocopy of Sales Tax registration certificate duly renewed by the competent authority.		
8	Supplier has to provide quality certificate that supplied lot of plastic crates is manufacturing by using HDPE virgin material.		
9	Each Supply of crates should be along with standard test report of manufacturing lot number of crates supplied.		
10	For delay in supply of goods, a late penalty @0.5% per week may be deducted subject to a maximum of 5 % of the contract price. On further delays order shall be liable to be cancelled. However, Managing Director of our union may waive off the penalty keeping in view the force majeure or other exceptional circumstances beyond the control of the supplier.		
12	<b>Payment terms:</b> 80% after delivery of Plastic Crates for Cheese and 20% against submission of performance bank guarantee for equivalent amount valid for two years from date of last of Supply. <b>Performance Security:</b> Bidder will be required to submit the performance security of 20% of total PO Value for the period of at least two years in form of Bank Guarantee <b>from Nationalized Bank only having its branch at Palanpur.</b> In case bidder fails to submit bank guarantee we will retain 20% of PO value amount from his account.		

**NOTE** - All the supporting documents (original/ photocopies ) submitted by the bidder shall be self attested along with their stamp

Mere fulfillment of above eligibility criteria will not automatically ensures party's qualification/short-listing For the supply and our decision on this matter will be final & binding.

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**

**ANNEXURE: IV Earnest money details (Rs. 2 Lakhs)**

**Details of Bank draft**

No. \_\_\_\_\_

Dated \_\_\_\_\_ Drawn On (Name of Bank) \_\_\_\_\_

**EMD Amount Rs.** \_\_\_\_\_

**(Rupees in words**

( \_\_\_\_\_ )

I/we have read the instructions carefully and accordingly submitting the tender as per the terms and conditions as given in the tender notice for supply of **Plastic Crates**.

**Date:**

**Signature of the Party**

**(With office stamp)**

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**

**Annexure V FORMAT OF QUOTATION (Commercial Bid)**

Sr. No.	Description	Specification	Quantity (In Units)	Basic Rate (In INR) /Unit	Taxes on PO (per Unit)	Transportation (Freight) with Insurance and	Other Expenses (If Any)	Landed Rate (In INR) / Unit FOR: Stores (Banas Dairy)
1	Plastic Crates for Cheese Type-1	As per specification in Annexure.	50,000 Units (Type-1 +Type-2)					
2	Plastic Crates for Cheese Type-2							

**Note:** In case of any discrepancy between unit price and total bid price (in figures) total price, the unit price shall prevail

We agree to Supply and demonstrate the performance of the above items in accordance with the technical specifications for a price quoted and we are able to make delivery of above mentioned materials in quantity of total 50,000 Nos within \_\_\_\_\_Months.

Price also covers the cost of all the material and services which may not be mentioned in the Tender Document but are important for normal functioning of supplied Plastic Crate for Cheese in true sense.

**Signature of Bidder**.....

**Name** .....

**Business Address:** .....

**Place:** ..... **Date:** .....

**Note:**

- Detailed Tax Break Up to be submitted at the time of awarding of PO.

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**

### Annexure VI Scope and specification of Plastic Crates for Cheese Type 1 & 2

<b>Cheese Crates</b>	<b>Type -1</b>
Type of design	All side Jali with five Hole ( dia.15 mm) on Bottom
Material	Virgin food grade materials High Density Polythene (HDPE/PP+Additives )
<b>Specification</b>	<b>As per Below</b>
Inner Length	565 - 570MM
Inner Width	365 - 370 MM
Inner Height	225 - 230 MM
Outer Length	598 - 600 MM
Outer Width	398 - 400 MM
Outer Height	238 - 240 MM
Weight	1850 - 1890GM
Drop Test	SATISFACTORY
Compression Test at 60 deg. C	SATISFACTORY
Wetting agent Test at 80 deg. C	SATISFACTORY
Temp. stability	From -30 <sup>0</sup> C to +75 <sup>0</sup> C
Crate colour	Yellow Colour
Capacity	49 lit
Make & Model	Nilkamal,JBC64240 OR EQUIVALENT, Here Make & Model is for reference only and it is indicative only, not restrictive

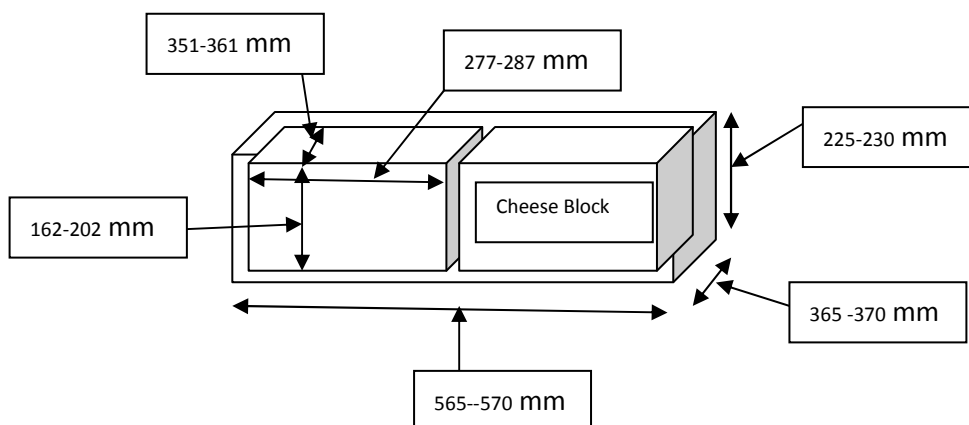
<b>Cheese crate</b>	<b>Type -2</b>
Type of design	All side Jali with five Hole ( dia.15 mm) on Bottom
Material	Virgin food grade materials High Density Polythene (HDPE/PP+Additives )
<b>Specification</b>	<b>As per Below</b>
Inner Length	565 - 570MM
Inner Width	365 - 370 MM
Inner Height	205 - 210 MM
Outer Length	598 - 600 MM
Outer Width	398 - 400 MM
Outer Height	217 - 220 MM
Weight	1710 - 1760GM
Drop Test	SATISFACTORY
Compression Test at 60 deg. C	SATISFACTORY
Wetting agent Test at 80 deg. C	SATISFACTORY
Temp. stability	From -30 <sup>0</sup> C to +75 <sup>0</sup> C
Crate colour	Yellow Colour
Capacity	44 lit

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**

Make & Model	Nilkamal,JBC64220 OR EQUIVALENT, Here Make & Model is for reference only and it is indicative only, not restrictive
--------------	--

Type-1



**Specific Terms:**

Supplier has to provide quality certificate that supplied lot of plastic crates is manufacturing by using HDPE virgin material.

Each Supply of crates should be along with standard test report of manufacturing lot number of crates supplied.

**Application:** The plastic crates will be used for storing the cheese block at less than + 7deg.C temperature for 6 month duration, so crate materials should be taken care to withstand that storage condition

**Note:**

- It is mandatory for supplier to provide the Technical Data Sheet (as per the above stated Annexure) of the machine as quoted by them along with the Tender Bid. Any information missing in the Technical Data Sheet may lead to rejection of the Bid.
- And all (even minutest) Deviation from the specifications stated above should be enlisted in the Technical Deviation Form. In case of failure to state the same, Bid may be rejected.

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**

**Annexure VII TENDER LETTER FORM**

Date: \_\_\_\_\_

From  
(Registered name and address of the Bidder.)

To,  
Banaskantha District co operative Milk Producers’ Union Limited  
Banas Dairy  
PB NO 20,  
Palanpur- 385001

Sir,  
Having examined the tendering documents, we the undersigned, offer to supply Plastic Crates as detailed in the bidding document ( as enclosed) in response to T/E number **BNS/PUR/PLASTIC CHEESE CRATE/2015-16/06**

we undertake to:

- maintain validity of the Tender for a period of **60 days** from the last date of Tender submission as specified in the bidding document or extended. The same shall remain binding upon us and may be accepted at any time before the expiration of that period.
- Supply and maintain the **“Plastic Crates”** for a period of **24 months** (warranty period) in conformity with the bidding documents (and as amended from time to time).
- Deliver goods as per agreed delivery period at the time of award of contract.
- execute all contractual documents and provide all securities & guarantees as required in the Tender document (and as amended from time to time).
- until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award or **LOI** , shall constitute a binding Contract on us.

we enclosed checklist for tender duly filled.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

Signature.....  
(in the capacity of)  
Duly authorised to sign Tender for and on behalf of  
Witness:  
(Signatures with name and designation)  
Address:

Enclosure:  
Check list as above  
Bidding document

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**



## **Annexure VIII- Manufacturer's Authority Letter** (It should be submitted on original letterhead of Manufacturer)

To,  
Managing Director  
Banaskantha District co operative Milk Producers' Union Limited  
Banas Dairy  
PB NO 20, Palanpur : 385001.

Dear Sir,

Whereas [name of the Producer] who are established and reputable producers of [name/or description of the products] having production facilities at [address of factory] do hereby authorize [name and address of the Supplier] to submit a Tender, and subsequently negotiate and sign the Contract with you against T/E No: **BNS/PUR/PLASTIC CHEESE CRATE/2015-16/06** for the above products produced by us.

We, M/s \_\_\_\_\_ warrant all the equipments to be supplied by us against T/E No. **BNS/PUR/PLASTIC CHEESE CRATE/2015-16/06**. Hereunder shall be brand new, free from all encumbrances, defects and faults in material. Workmanship and manufacturing shall be of the highest grade and quality and consistent with the established and generally accepted standards. Materials of the type ordered shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. The items quoted by us for this tender are not obsolete and are still in production. The warranty for the material shall be for a period of **2 years**.

We shall provide quality certificate that supplied lot of plastic crates is manufacturing by using HDPE virgin material and Each Supply of crates should be along with standard test report of manufacturing lot number of crates supplied.

We hereby extend full guarantee for the products offered for supply by our firm against the said T/E and duly authorize said firm in fulfilling all installation, technical support and maintenance obligations required by Banas Dairy.

***[Signature for and on behalf of Producer]***

Note: This letter of authority must be on the letterhead of the Producer, must be signed by a competent person and having the power of attorney to bind the Producer, and must be included by the Bidder in its Tender.

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**

**Annexure IX PERFORMANCE SECURITY FORM(SAMPLE)**

To:

**Banaskantha District Co-op. Milk Producers' Union Ltd.,  
Banar Dairy, P.B.No.20, Palanpur-385001  
Gujarat, India**

**WHEREAS**..... (Name of Supplier), hereinafter called "the Supplier" has undertaken, in pursuance of Contract (Notification of Award) No..... dated, ..... to supply.....(Description of Goods and Services), hereinafter called "the Contract". **AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee: **THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of..... 20.....

Signature and Seal of Guarantors

.....

.....

Date.....

Address:

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**

**Annexure X**  
**Deviation Form**

**Name of Supplier:**

**Technical Deviations List:**

**Commercial Deviations List:**

**Note:** In case of any other deviation not mentioned on this page may lead to disqualifying of Bid.

**Signature of the party with office stamp**  
**(In token of acceptance of terms & condition)**

**Date:**

**Annexure XI**

**Details of Purchase Orders executed in last 3 year of similar nature for Plastic Crates for Cheese**

**Name of the supplier:**

**Supplyof Plastic Crates for Cheese:**

<b>Name of Dairy (Union)/Reputed Organizations</b>	<b>Quantity</b>	<b>Month-Year</b>	<b>Supplied (Quantity)</b>	<b>Total Value (in Lacs)</b>

**Note:** Purchase Order copies should be enclosed in support of the above.

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)  
Date:**

**ANNEXURE: XII DETAILS OF TURN OVER**

<b>Financial Year</b>	<b>Turnover(In Rupees)</b>
<b>2014-15</b>	
<b>2013-14</b>	
<b>2012-13</b>	

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**

### AnnexureXIII VENDOR REGISTRATION FORM (DATA ON FIRM)

Please mark all such columns as NOT APPLICABLE where you cannot provide information.

<b>ADDRESS</b>													
<b>Name of the Vendor</b> *Mandatory <small>(This shall be the registered name of the firm. With the same name payments to party will be released) (CAPITAL LETTERS)</small>													
<b>Address of Head Office</b> *Mandatory													
Street -1													
Street -2													
City													
District Name													
State													
Pin Code													
Telephone (1) LL: (2) Mob : STD Code:													
Fax													
Email-id													
Company Web Site (if any)													
Name and Designation of Contact Person(s)													

**Note:- If HO Office/Branch Office/Factory having in different state please give Bank details/Tax Details in separate sheet.**

<b>Address of Branch (if any)</b>	
Street -1	
Street -2	
City	
State	
Pin Code	
Telephone	
Fax	
Email-id	
Name & Designation of Contact Person(s)	

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)  
Date:**

Address of Factory/Factories/ Subsidiaries/ Sister Concerns (If any)	
Street	
City	
State	
Pin Code	
Telephone	
Fax	
Email-id	
Name & Designation of Contact Person	

Please use separate sheets if required

**ORGANIZATION DETAILS**

Status of Organization Tick (✓) appropriate option.	Proprietary/Partnership/Company/LLP		
Name of Business			
Nature of Enterprise Investment in Plant & Machinery: * <b>Mandatory</b> if applicable and pl. mention the MSME Registration No. Date and Category micro, small, Medium  <b>IF NOT, PLEASE MENTION N/A</b> If you are under MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT (MSMED) ACT 2006. <b>MSMED Registration Certificate is required.</b>			
Year of Establishment			
Registration Number (as per certificate from ROC/Registrar of Firms).			
<b>Name &amp; Address of the Owner / Partners / Directors</b>	<u>Sr.No.</u>	<u>Name</u>	<u>Designation</u> <u>Address</u>
	(Attach separate Sheet if Required)		

<b>BANK DETAILS * Mandatory</b>														
Bank Account No.														
Name of the Bank														
Bank Address														
Bank City														
Bank Branch														

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**

<b>IFSCRTGS / NEFTNo.</b>																				
<b>BranchCode</b>																				
<b>EXCISEDETAILS</b>																				
ExciseRegistrationNo.																				
ExciseRange																				
ExciseDivision																				
ExciseCommissionerate																				
CSTNo.																				
VAT(TIN)																				
PAN																				
Service TaxRegistrationNo																				
ServiceCategory																				
Service TaxCommissionerate																				
Service TaxCommissioneraterange																				
WorkContractTaxRegistrationNo.																				

<b>SERVICEDetails OF ORGANISATION</b>	
Describe firm's major field(s) of Operation/Product range.	
Installed Capacity	
Average Monthly Production	
Sources of major Raw Materials	
Value of average raw materials inventory maintained	
Is Sub Vendor approval carried out by you for your vendors?	
Make/Type/Value of machines used. <b>Please attach details.</b>	
Manufacturing facilities available at workplace. <b>(Please attach details)</b>	
Do you have separate Inspection Cell?	
Inspection & Testing facilities available at workplace. <b>(Please attach details)</b>	
Quality Control is responsible to whom?	

**DECLARATION**

The above information is true in all respects and we undertake to inform you about any change in the above particulars regarding our business from time to time. We also undertake the responsibility that in no case we will employ any consultant to deal with BKDCMPU Ltd., Palanpur

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**



**Mandatory fields are marked with an asterisk(\*)**

**Note:** The vendor creation will be made based on the information furnished by you in the above form for vendor registration. If, at any time in future, it comes to the knowledge of the management that any of this information is incorrect or any relevant information has been withheld then you are liable to be **blacklisted** without any notice in lieu thereof.

➤ As a part of vendor registration, the copy of following **supporting documents** must be required and all details (whatever applicable) to be filled in the vendor registration form.

- 1) PAN Card
- 2) Demand Draft against tender fees
- 3) Excise Registration Certificate
- 4) Partnership Deed/Trade License
- 5) CST & VAT Registration
- 6) Cancelled Cheque
- 7) Service Tax Registration certificate
- 8) List of Directors/Partners on company's Letter Head.
- 9) Registration Certificate from ROC (in case of Companies)

Date: \_\_\_\_\_

Place : \_\_\_\_\_

**For Office Use Only**

Concerned Dept. Head

Vendor Registration No. \_\_\_\_\_ Date: \_\_\_\_\_

O.S.D. (Comm.)

Signature of the party with office stamp  
(In token of acceptance of terms & condition)

Date:

## **ANNEXURE XIV CERTIFICATE AS TO AUTHORISED SIGNATURES**

I, certify that I am Secretary of the....., and that..... who has signed the above proposal is authorized to bind the company/corporation/firm by authoring of its governing body.

**Signature of Authorised Person who signed bid**

**Name & Signature of Secretary with his official seal**

**Date:**

**Signature of the party with office stamp  
(In token of acceptance of terms & condition)**

**Date:**