



BANASKANTHA DIST.CO-OP.MILK PRODUCERS' UNION LTD., PALANPUR.

BANAS DAIRY,P.B.NO.20,PALANPUR-385001,GUJARAT,INDIA, PHONE: EPABX (02742) 253881 TO 85 EXT:217

Tender Notice



**Banaskantha District Co-op. Milk Producers' Union Ltd.,
Banasa Dairy, PB No: 20, Palanpur: 385 001,
Phone: EPABX 02742-253881 to 253885**

Sealed Tender are invited for Bi-annual Rate Contract for Transportation of Furnace Oil (FO) from various locations to our plant situated at Palanpur (Gujarat) from experienced and eligible transporters:

Details of Service	Tender Fees	EMD	Last Date
Transportation of Furnace Oil (FO)	Rs. 1000/-	Rs.50,000/-	10.07.2021

Tender documents containing detailed scope of work and general terms and conditions are available at our website: www.banasdairy.coop. Completed tender, in sealed envelope super-scribed with the appropriate "Tender for Bi-annual Rate Contract for Transportation of FO by due date: 10.07.2021", can be submitted latest by 01:30 P.M. on last date as mentioned above. All received bids shall be opened at 03:00 P.M. on same day, in presence of present bidders. 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.

– I/C Managing Director



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Tender Document for Bi-annual Rate Contract for Furnace Oil Transportation

Preface

Banaskantha District Cooperative Milk Producers' Union Limited, Palanpur popularly known as Banas Dairy, has dairy plants at Palanpur (Gujarat), Faridabad (NCR), Kanpur and Lucknow (UP). Banas Dairy requires Furnace Oil (FO) at our Plant in Palanpur(Gujarat). FO is to be transported from various depots of Oil Marketing Companies to this plant.

Details of locations are as follows:

Sr. No.	Dairy Plant (FO to be delivered at)	Tentative Yearly requirement	To be lifted from Location
01	Banas Dairy, Palanpur (Gujarat)	3600 MT (Tentatively)	Hazira
			Kandla
			Koyali
			Mumbai

Address Details of Dairy Plant:

a) Palanpur Plant

Banas Dairy Plant, Palanpur, Banaskantha (Gujarat)

With reference to our requirement of Furnace Oil for our plant situated in Palanpur, We invite competitive offer from you for Bi-annual Rate Contract regarding transportation of Furnace Oil from various oil refineries/depot (of Gujarat) as mentioned above to our Plant Destination.

Bid to be submitted at following address:

Purchase Department,

Banaskantha District Cooperative Milk Producers' Union Ltd,

PO Box No.20, Banas Dairy, Palanpur-385001, Gujarat.

02742-253881 – 85 (Extn. 316 / 216)

Note: For more details, bidder may contact us on tender@banasdairy.coop.



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Instructions to Bidder:

- Tender Bid Submission deadline date:10.07.2021 till 01:30 PM
- Place of Quotation Submission: Purchase Department, Banas Dairy, Post Box: 20, Palanpur-385001.
- Bidder is required to submit their offer in sealed envelope on or before deadline date & time.
- Tender should be sent in duly sealed cover, super-scribed with ***“Tender for Bi-annual Contract of Transportation of FO by due date: 10.07.2021”***.
- All the pages of Tender document should be signed and enclosed with the Tender, as a token of acceptance of all terms and conditions as mentioned in the tender document.
- Bidder is required to sign and stamp on entire tender documents (including Annexure for Terms and Conditions) as a token of acceptance of all terms and conditions under this tender document.
- Bidder is required to submit Tender Fee (Non-Refundable) and EMD only in form of DD (Demand Draft) in favor of Banaskantha District Co-operative Milk Producers' Union Ltd, payable at Palanpur.
- Bidder has to submit their rates as per format provided in Annexure II Format of Quotation and please fill relevant information in Annexure III Data on Firm.
- Bid should be valid for 90 days from the date of Bid Opening.



Annexure I: Terms & Conditions

These conditions are to be read as terms of Furnace Oil Transportation, wherever "Banasa Dairy" written should be considered as Banaskantha District Cooperative Milk Producers' Union Ltd, Palanpur.

1. Transportation should be along with loading and unloading from various oil refinery/depot locations like Mumbai/ Kandla/ Koyali/Hazira of BPCL/IOCL/HPCL to Banas Dairy, Palanpur
2. Transporter has to deliver material in good and sound conditions till the storage location according to our schedule, if he fails to do so, he will be responsible for all liabilities incurred.
3. This contract will be valid for Two year from the date of issuance.
4. Banas Dairy keeps rights to cancel the contract with one month notice; in this case Banas Dairy will return the Earnest Money Deposit (EMD). But in the case where Banas Dairy feels dissatisfaction for Furnace Oil Transport Contract with Transporter, contract will be cancelled immediately without any prior notice and EMD will be forfeited and also any loss incurred will be recovered from Bank Guarantee.
5. In case of any delay in transporting Furnace Oil as per our required schedule, Banas Dairy shall make alternate arrangement and any incurred additional cost of the same may be recovered from the Contractor.
6. If any charges are paid by Banas Dairy towards Vehicle Fuel Service or Repairing charges of Transporter's vehicle in any situation, same will be recovered from transporter's bill (invoices).
7. Transporter has to take all responsibility for vehicle in Furnace Oil transportation. Any RTO Tax, Toll tax, Government Levies or any types of taxes during transportation will be in the scope of Transporter. Applicable Service tax shall be payable as per Govt. norms by Banas Dairy.
8. Insurance Premium for FO transit shall be paid by Banas Dairy. But in case of any claim, transporter will be responsible to meet all the requirements of Insurance Provider for claiming against the damages/material loss. In case of non-cooperation or failure on the part of the transporter, the cost of material loss shall be adjusted to the transporter account.
9. If contractor firm is Partnership firm, he/she has to provide Partnership registration letter of firm at the time of agreement. Person who is authorized to write/sign and stamp transporter's letters, documents, cheques, etc. will only be authorized to sign tender/contract documents and to deal with Banas Dairy.
10. During Contract period, if any increase in rate of fuel (petrol, diesel), will not be binding on Banas Dairy to provide any rate increase and it will be on the sole discretion of Banas Dairy to consider such increase.
11. Transporter will be solely and entirely responsible for furnace oil tanker from its loading at various locations as stated earlier up to its safe and satisfactory receipt at Banas Dairy. If there is any loss of furnace oil during transit due to any reason such as for example fire, road accidents, theft, riots, earthquake, breakage, flood or any other way, transporter will be entirely responsible to pay such losses to Banas Dairy.



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12. After award of contract, transporter has to sign agreement for furnace oil transportation along with submission of Bank Guarantee. Till the agreement has not been made, no invoices (bill) will be cleared.
13. Transporter will complete transportation work through him-self or appointed employee by him. Transporter or his employee will have to follow instructions of Banas Dairy's employee. If he will not follow these instructions, he will be responsible for any situation that happens because of this. Any civil or criminal cases done regarding violation of any government laws related to interest of labor for the employee of transporter, transporter will be responsible for the same. For any losses to labor or employee on duty, transporter will be responsible for it.
14. Transporter is bound to follow terms and conditions of contract after contract award. If he fails to do so or if there is any error or any breach of conditions, Banas Dairy can cancel contract any time and any additional cost incurred for transportation during that period, transporter has to pay this additional cost or same will be recovered from transporter's account.
15. After the award of contract, transporter has to submit Security Deposit of Rs.50,000/-, these Security Deposit will be refunded within one month after completion of transportation contract period and clearance from our store department and no interest will be payable on this amount. In addition to it, Transporter also has to submit Bank Guarantee (irrevocable, unconditional from Nationalized Bank & which should be valid for contract period) of Rs.10,00,000/- which will be returned to transporter after completion of contract.
16. If any difference will be found in the weight and quality from the Furnace Oil Depot, transporter will be responsible for the same. Any loss or additional cost to Banas Dairy due to difference in quality and quantity, penalty against it will be recovered from transporter's account and contract can also be cancelled.
17. Work against this contract cannot be transferred to any other contractor.
18. Transporter has to submit Invoices of first fortnight till 20th date of each month and submit Invoices of second fortnight till 5th of each month, payment of the same will done till 2nd date of following months and 17th date of following months respectively. This payment will be done after any deduction as per contract terms and no objection will be considered on it. All commercial transactions will be done through Bank. Transporter has to open current account and submit account number to our Account Section and also has to submit Permanent Account Number (PAN) without which no TDS certificate will be issued.
19. Bidder will be required to submit the self-declaration regarding the number of tankers owned by him as per Annexure III.
20. If any driver or conductor will misbehave with the employee of the Banas Dairy and Furnace Oil Depot, Transporter has to follow instruction of Banas Dairy against such a person to enter in Banas Dairy and Furnace Oil Depot or remove him from the job, if so required.
21. Transporter has to follow all the terms of Government and Private Oil Marketing Companies.
22. After the completion of this contract, if Banas Dairy require for extension of this contract, transporter has to bind for it for additional period with same terms of contract.
23. After award of contract, transporter is bound to sign the agreement, otherwise contract will be considered as cancelled and EMD will be forfeited.



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24. After award of contract, transporter has to sign the agreement and after still agreement if transporter discontinues the contract, transport contract will be cancelled and Security Deposit will be forfeited.
25. Transporter will have to follow all above terms and conditions. Conditions which are not mentioned here, but if any instruction is given by our I/C Managing Director, Order in writing etc will also have to be followed by transporter. If there is any breach in any terms or conditions of contract, instruction or written order of our I/C Managing Director, Banas Dairy can cancel the contract or apply any penalty in terms of amount or any other disciplinary steps to be taken will be binding to transporter.
26. If any accident happen to vehicle under this contract, Transporter is responsible for payable amount and all other legal compensations with civil or criminal liability. Banas Dairy will not be responsible for the same and will not compensate for the same.
27. If any dispute arises between Transporter and Banas Dairy regarding Contract Terms and Conditions or execution of contract or related matters or about any deduction as per contract terms or any penalty or cancellation of contract or postponement of contract or any other types of dispute related to this contract, sole arbitrator will be our I/C Managing Director and decision of arbitrator will be final and binding on both the parties.
28. Area of jurisdiction will be Palanpur.



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Annexure II Format of Quotation (To be submitted in Transporter/Firm/Company's Letterhead)

Date: / /201

To,
I/C Managing Director,
Banaskantha District Co-operative Milk Producers' Union Ltd.,
PO Box No.20, Banas Dairy,Palanpur-385001
Phone:02742 253881 to 85

I have read all the terms and conditions of contract mentioned in this Tender and I agree to comply with all these terms and conditions, I have also attached DD against EMD of Rs.50,000/- with DD Number..... Date / /2021

My best offer against this Tender is as follows:

Sr No.	Location	Rate/MT (In figure)	Rate/MT(in words)
1	From Kandla to Banas Dairy, Palanpur		
2	From Koyali to Banas Dairy, Palanpur		
3	From Mumbai to Banas Dairy, Palanpur		
4	From Hazira to Banas Dairy, Palanpur		

Name of the Transporter/Company/Firm:

Address of the Transporter/Company/Firm:

Name of the Authorized Person:

Telephone Number:

Fax Number:

Mobile Number:

Email Id:

We accept all the terms and conditions of your Tender and we do not have any deviation/disagreement with any terms.All the information filled and provided in this Tender is correct and if any information is found incorrect by Banas Dairy, whichever action taken by Banas Dairy will be binding to me.

I have _____number of tankers to provide for this contract. Details of vehicles are provided in Annexure IV.

All terms and conditions of your Tender are accepted, I'm submitting this offer after reading all the terms and conditions of Tender. I have experience of _____years for Furnace Oil transportation and supported documents of same attached herewith.

Place:

Date: / /2021

Signature of Transporter



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Annexure III: Format for Self Declaration(To be submitted in Transporter/Firm/Company's Letterhead)

To,
I/C Managing Director
Banaskantha District Co-operative Milk Producers' Union Ltd.,
Banasa Dairy, P.B. No.20,
Palanpur - 385001

VENDOR CODE:

PAN :

Declaration

I, _____, Proprietor / Partner / Director of M/s. _____ (hereinafter "the contractor") do hereby make the following declaration as required by sub section (6) of Section 194 C of the Income Tax Act, 1961 for receiving payments from the payer without deduction of tax at source.

1. That I /We am/ are authorized to make this declaration in the capacity as Proprietor/Partner/ Director.
2. That the contractor is engaged by the payer for plying, hiring or leasing of goods carriage* for its business.
3. That the contractor owns / does not own more than 10 goods carriage* as on date.
4. That if the number of goods carriages* owned by the contractor exceeds **TEN** at any time during the previous year, after furnishing this declaration, the contractor shall forthwith, in writing intimate the payer of this fact.

Place : Palanpur

Date : _____

Seal and Signature of the Contractor

Verification

I, the above named declaring do hereby verify that the contents of the above paragraphs one to four are true to the best of my knowledge and belief, and no part of it is false and nothing material has been concealed in it.

Place: Palanpur

Date: _____

Seal and Signature of the Contractor

*Goods Carriage" means any motor vehicle constructed or adapted for use solely for the carriage of goods, or any motor vehicle not so constructed or adapted when used for the carriage. [Explanation (a) to subsection (7) of Section 44AE read with Explanation (ii) of Section 194C and Section 2 of the Motor Vehicles Act, 1988].

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Annexure V: Vendor Registration Form**Banaskantha District Cooperative Milk Producers' Union Ltd.,**

Banasa Dairy, Post Box No. 20, Palanpur : 385 001, Phone : 253881 to 253885

Fax : 02742-252723, e-mail :tender@banasdairy.coop, web www.banasdairy.coop

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

ADDRESS	
Name of the Vendor *Mandatory (This shall be the registered name of the firm. With the same name payments to party will be released) (CAPITAL LETTERS)	
Address of Head Office *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.

Address of Branch (If any)	
Street – 1	
Street – 2	
City	
State	
Pin Code	
Telephone	
Fax	
Email-id	
Name & Designation of Contact Person(s)	
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



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Name of Business									
Nature of Enterprise Investment in Plant & Machinery: * Mandatory if applicable and pl. mention the MSMED Registration No. Date and Category micro, small, Medium IF NOT, PLEASE MENTION N/A If you are under MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT (MSMED) ACT 2006. MSMED Registration Certificate is Required									
Year of Establishment									
Registration Number (as per certificate from ROC/ Registrar of Firms.									
Name & Address of the Owner / Partners / Directors	<table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Name</th> <th>Designation</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">(Attach separate Sheet if Required)</td> </tr> </tbody> </table>	Sr.No.	Name	Designation	Address	(Attach separate Sheet if Required)			
Sr.No.	Name	Designation	Address						
(Attach separate Sheet if Required)									
BANK DETAILS * Mandatory									
Bank Account No.									
Name of the Bank									
Bank Address									
Bank City									
Bank Branch									
IFSC RTGS / NEFT No.									
Branch Code									
EXCISE DETAILS									
Excise Registration No.									
Excise Range									
Excise Division									
Excise Commissionerate									
CST No.									
GST /ARN number									
Vat(TIN)									
PAN									
Service Tax Registration No									
Service Category									
Service Tax Commissionerate									
Service Tax Commissionerate range									
Work Contract Tax Registration No.									
SERVICE DETAILS OF ORGANISATION									
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. Please attach details.									
Manufacturing facilities available at work place.(Please attach details)									



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Do you have separate Inspection Cell? Inspection & Testing facilities available at work. (Please attach details)	
Quality Control is responsible to whom?	
Description of the material to be Supplied	
Description of the Service to be Provided	
HSN	
Service A/C Code	

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

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 **black listed** 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 Non Refundable**
- 3) **Excise Registration Certificate**
- 4) **Partnership Deed/Trade License**
- 5) **CST & VAT & GST 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 : _____

Name & Signature of Proprietor/Partner/

Chief Executive under Proper Seal

For Office Use Only

Concerned Dept. Head
Vendor Registration No. _____

Date : _____

O.S.D. (Comm.)