

## Notice Inviting Tender



**Banaskantha District Co-op. Milk Producers' Union Ltd.,  
Banaskantha Dairy, P.B. No.20, Palanpur-385001  
Phone- EPABX (02742) 253881 TO 253885**

### **Tender Notice**

Sealed tender are invited for supply of approximately 15,000 MTs of Imported Coal from experienced suppliers for our Dairy Plant at Palanpur and Cattle-feed Plant Katarva respectively in Banaskantha District.

Tender document containing scope of work, specifications, general terms and conditions is available at our website: [www.banasdairy.coop](http://www.banasdairy.coop). Completed bid as mentioned in tender document, can be submitted latest by **14/11/2019 up to 1:30 PM.**, in sealed envelope super-scribed with label '**Tender for Imported Coal by due date 14/11/2019**'. All bids shall be opened on **14/11/2019** at 3:00 PM. in presence of present bidders.

Incharge Managing Director reserves the right to accept or reject any or all tenders without assigning any reason there of.

**Incharge Managing Director**

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## Preface

Banaskantha District Co-op. Milk Producers' Union Ltd., Palanpur, popularly known as Banas Dairy, has state-of-the-art manufacturing facilities of Dairy Products at Palanpur and Cattle feed at Katarva. Both these locations are situated in Banaskantha District. For these plants, Imported Coal is used as main fuel and tentative monthly requirement of Coal is 3900 MT (For Palanpur Plant) and 300 MT (For Katarva Plant).

In reference to above mentioned requirement of Imported Coal, Banas Dairy invites tender bids for the Supply of 15,000 MT Imported Coal (within Three Months) from eligible bidders.

Note: For more details, bidder may contact us on [tender@banasdairy.coop](mailto:tender@banasdairy.coop).

### **Instructions for Submitting Tender Bid**

1. Tender should be sent by post/ courier or submitted by hand at our office within time limit as specified in tender notice. Tenders received late will be rejected.
2. 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 our office before scheduled time.
3. Tender should be sent in duly sealed cover super-scribed with **"Tender for supply of Imported Coal due date 14/11/2019."** All the pages of Tender document should be signed and enclosed with the tender bid, as a token of acceptance of all terms and conditions.
4. Any certificate/ document not found enclosed with the tender document as required for fulfilling the eligibility criteria of bid may lead to declaring the party as non-eligible and in this event the concerned bid shall not be opened and out rightly rejected.
5. All bids shall be opened in the presence of intending parties/ their authorized representatives who will be present at the time of Bid opening.
6. In case tender opening date is declared a Holiday, tenders shall be opened on next working day at the same time specified above.
7. Tender form shall be filled up legibly preferably typed giving full name and address of the bidder. Over writing, alterations/additions etc. will disqualify the tender unless such overwriting, alterations/ additions are attested and signed by the bidder.
8. Conditional/ telegraphic/ fax / E-mail tender bids shall be rejected.
9. The bidder shall have to enclose following documents along with Tender bid:
  - a. List of all the purchase orders duly indicating the name of client, its address, type & quantity of material and the date of Supply during the last 36 months along with at least one performance certificate (or frequent order execution with same supplier) along with copy of the purchase orders executed in the last one year in same firm name and style.
  - b. Any document (such as excise/sales tax document) issued by Govt. or Semi Govt. Department which certifies/ proves that the bidder is in business for the required period should be attached along with the Tender Bid.
  - c. 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 the 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 Govt. Department/ Local bodies for similar work

**OR**

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.

**OR**

Bidder's firm should have been registered with Sales Tax Department. GST/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.

10. Tender shall be accompanied with Tender Fees (Non-refundable) of Rs. 1000/- and EMD (Earnest Money Deposit) of Rs. 10,00,000. Tender fee and EMD should be in form of Demand Draft in favor of Banaskantha District Co-operative Milk Producers' Union Limited, payable at Palanpur. Tender bids without Tender Fees or EMD will automatically be rejected.
11. EMD of successful bidders shall be retained as security deposit without any interest till the supplies are completed.
12. ISO/ISI/relevant quality certifying authorities certified company/supplier may be preferred to others. A copy of valid license/certificate should be attached with tender document.
13. Earnest money of unsuccessful bidder shall be returned after finalizing the contracts within 60 days without any interest on it.
14. Validity of offers should be 90 days from the date of Bid Opening.
15. Rate shall be finalized based on the lowest offer strictly complying with specifications.
16. 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.

17. We reserve the right to accept or reject any quotation, to reject quotations for some or all items and to cancel the bidding process at any point of time without assigning any reason.
18. If any disputes or differences arise 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 (i.e. our In charge Managing Director). The decision of arbitrator shall be final and binding on both the parties.
19. Canvassing in any form will lead to disqualification of the bid.
20. For all legal matters and disputes, Palanpur court shall be the Jurisdiction.

**Seen and accepted**  
**Signature of party with office stamp**

### **Eligibility Criteria**

Bidder should have supplied at least 10,000 MT of Imported Coal to one or several reputed firms, in last three year.

**Note:** Bidder is required to submit following documents in order to establish its eligibility to execute the order if awarded:

- Bidder should submit copy of Purchase Orders of supply of Imported Coal to reputed organizations, which are executed in same firm name and clearly mentioning the ordered quantity.
- Also the Bidder will be required to submit at least one Performance/ Satisfactory Order Completion Certificate.

### **General Terms and conditions for Bid**

1. Offers should be strictly according to our specification failing which it may not be considered and it should be valid till 90 days from the last date of Bid submission.
2. Item to be supplied should be strictly as per our required specification. Payment shall be made as per terms and conditions of the PO and as per test result of material as observed by Banas Dairy and there shall be no dispute on that.
3. Supply of Imported Coal shall be made to our Dairy Plant situated at Palanpur and Cattle Feed Plant situated at Katarva, and delivery should be made as per our instruction “as and when we call” basis.
4. Delivery of Goods: Material shall be delivered at the destination as specified in the purchase order on any working days (except Sundays & holidays) and as and when required.
5. The officers of our Union shall be allowed to inspect the material and/or any document referred to in the tender. If it is found that the declarations made by the bidder in Bid are false/misleading/faulty, the bidder shall be disqualified and the earnest money deposit submitted shall be forfeited.
6. In case of delayed supplies, risk purchase 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.
7. We will reserve the right to effect risk purchase/ execution of the work in case of non-fulfillment of various terms and conditions of the contract, by the supplier at his risk & cost.
8. Looking to criticality of material Banas Dairy reserves the right to split the order in two or more supplier as deemed necessary and there shall be no dispute on this decision.
9. Payment Terms: Payment of 95% will be made within 7 days after satisfactory Delivery. And 5% of Invoice Value will be retained as security deposit and will be released as one time last payment after the satisfactory completion of the supplies.
10. Other Commercial Terms & Conditions:
  - Form 27C will be issued.



- Evaluation will be done on FOR Banas Dairy Price basis **(Offer Should only be submitted on GST Sales basis)**
- Successful bidder will be required to provide Load Port Report, Discharge Port Report and Port Gate Pass
- 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/ her cost & responsibility.
- Non-availability of or delay in obtaining license/ clearance or availability of Vessel 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/ her obligations under the contract. Foreign Exchange, Duties etc. variation, if any, shall also be to the account of the bidder and no price escalation will be given.

11. Maintaining ethical standards in business: It is highly necessary for the suppliers to ensure that business ethics are maintained at the highest degree with Our Union. 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. and the contract during any time without assigning any reason thereof.

12. Insurance: The goods supplied under the contract shall be fully insured against loss or damage incidental to acquisition, transportation, storage and delivery. 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.

13. Validity: Validity of this contract would be till the supplies are completed as per delivery schedule as mentioned in PO.

14. Force Majeure: If any 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.

15. Purchaser's Instructions: 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.
16. Approvals: The Supplier shall obtain all the necessary legal approvals.
17. Jurisdiction: Settlement of any dispute out of the Supply Order/ contract against this bid shall be subject to the courts at Palanpur only.
18. 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.

**Signature of the party with office stamp**

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

**Date:**

### Annexure-1: 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><br>Banaskantha District Co-operative Milk Producers' Union Ltd., Palanpur  |
| <b>Description of Goods:</b><br>Supply of Imported Coal (15000 MT).  |
| <b>Purchaser's Address:</b><br>PB NO: 20, Palanpur-385001, Banaskantha, Gujarat, India   |
| <b>Submission of Queries on T/E Document:</b><br>Not later than– 05/11/2019 till 15:00 hours, to the following e-mail tender@banasdairy.coop   |
| <b>Pre- Bid Meeting:</b> No Pre-Bid Meeting  |
| <b>Bid Validity:</b> Validity of bid shall be no less than 90 days from the date of submission   |
| <b>Required number of copies of the Tender:</b><br>Two (Original plus one photocopy) and clearly mention "AN ORIGINAL" on original & "COPY" on photocopy.                                |
| <b>The address for Tender submission:</b><br>Purchase Department,<br>Banaskantha District Co-operative Milk Producers' Union Limited<br>PB NO 20 , Palanpur : 385001, Dist : Banaskantha |
| <b>Due date (Deadline) for Bid submission:</b> 14/11/2019 at 1:30 P.M.   |
| <b>Opening of Quotation:</b> 14/11/2019 at 3:00 P.M.   |

**Annexure-2: Commercial Bid Format**

**Description of Goods/Work: Supply Imported coal**

| <b>Description</b>  | <b>Imported coal (offer should only be submitted on GST Sales basis)</b> |   |
|---|--|---|
|   | <b>Rate in Rs. With Penalty of Rs.500/MT for above 20% Moisture</b>      | <b>Rate in Rs. Without Penalty for above 20% Moisture</b> |
| <b>Quantity &amp; Unit (A)</b>  | <b>15,000 MT</b>   | <b>15,000 MT</b>  |
| <b>Basic Rate/ MT with Transportation, Insurance with other expenses/MT</b>                         |  |   |
| <b>GST Taxes/MT</b>   |  |   |
| <b>GST Compensation Cess per MT</b>   |  |   |
| <b>Landed Rate/ MT (B)<br/>(In figure) FOR Banas Dairy, Palanpur and FOR Banas CF Plant,Katarwa</b> |  |   |
| <b>Landed Rate/ MT(B)<br/>(In Words) FOR Banas Dairy, Palanpur and FOR Banas CF Plant,Katarwa</b>   |  |   |

\*Transportation should be part of Material Supply Invoice, no separate invoice for transportation to be done.

Total Bid Price [(A) x (B)] (In words) in Rupees .....

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

We agree to supply and demonstrate the performance of the above items of a contract price quoted against each item within **3 Months** from the issuance of Purchase Order.

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

**Name .....**

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

**Place: .....**

**Date: .....**

**Annexure- 3: EMD Details**

**1. Earnest Money Deposit Details (Rs.10,00,000/- )**

**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 Imported Coal.

**Date:**

**Signature of the Party**

**With office stamp**



## Annexure- 5: Technical Specification and Scope of work

The Scope of Work includes import of 15,000 MT Steam Coal to Indian Ports, arranging Vessels, stevedoring, handling, storage, port clearances, loading, transportation and delivery at Banas Dairy, Palanpur & cattle feed plant Katarva. All other activities for clearing and forwarding of the consignments like customs clearance, coordination with Port and any statutory authorities shall also be part of Scope of Work of bidder. All liasioning, coordination at load port, discharge port, handling agents etc. shall also be part of Scope of Work of bidder.

**Note:**

- Unloading shall be in the scope of Banas Dairy.
- Supplier has to provide LPR/ COA and Port Gate Pass with each consignment

**Detail of Specification of Imported Coal as per below:**

|                             |               |
|-----------------------------|---------------|
| <b>Carbon</b>               | 62.19 % wt    |
| <b>Hydrogen</b>             | 3.23 % wt     |
| <b>Nitrogen</b>             | 1.03 % wt     |
| <b>Sulphur</b>              | 0.21 % wt     |
| <b>Oxygen</b>               | 11.86 % wt    |
| <b>Moisture</b>             | 10.00 % wt    |
| <b>Mineral Matter (Ash)</b> | 11.50 % wt    |
| <b>GCV(ADB)</b>             | 6200 Kcal/ kg |
| <b>Coal Size</b>            | 6 mm to 50 mm |

**Deduction/Penalty:**

If the moisture is above 10% deduction @ of 1% for every increase in moisture % shall be done on the FOR price.

Eg.

For 11% moisture deduction shall be 1 %

For 12% moisture deduction shall be 2 %

For 13% moisture deduction shall be 3 %

and so on .....If the moisture is more than 20% the coal shall be rejected & shall not be unloaded.

# If the Ash is above 11.50% deduction @ of 1% for every increase in Ash % shall be done on the FOR price.

Eg.

For 11.50 % Ash deduction shall be 1 %

For 12.50 % Ash deduction shall be 2 %

For 13.50 % Ash deduction shall be 3 %

**For Rate with Penalty: Penalty Conditions are:** In addition to above if Moisture is more than 20% and looking to stock situation if truck will be unloaded, penalty to be imposed to supplier Rs.500 per MT.

**Please Note:**

- Initial acceptance of goods is not the final acceptance of quality
- There shall be no dispute on the results of moisture, ash and GCV measurement done by Banas Dairy and subsequent decision on unloading of Trucks and the same shall be binding on the bidder.
- In case materials are found substandard at our Union, on receipt of the same Banas Dairy reserves the right to reject the material out rightly. Labor Charges, if any will also be recovered from the bidder. Banas Dairy reserves the right to send your material for testing at any laboratory of our choice and in case the result is found unsatisfactory, it also reserves the right to take any action as deemed fit.
- Even minutest deviation from required Technical Specification should be mentioned in the "Deviation Form". In case of failure of the same, entire Bid may be rejected.

**Annexure- 6: 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.

**Date:**

**Seal of Company & Signature of Authority**



## Annexure- 7: Vendor Registration Form



### Banaskantha District Cooperative Milk Producers' Union Ltd.,

Banaskantha 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.

| <b>ADDRESS</b>   |  |
|--|--|
| <b>Name of the Vendor *Mandatory</b><br>(This shall be the registered name of the firm.<br>With the same name payments to party will<br>be released) (CAPITAL LETTERS) |  |
| <b>Address of Head Office *Mandatory</b>   |  |
| 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)   |  |
| <b>Address of Factory / Factories / Subsidiaries / Sister Concerns (If any)</b> |  |
| Street  |  |
| City  |  |
| State   |  |
| Pin Code  |  |
| Telephone   |  |
| Fax   |  |
| Email-id  |  |
| Name & Designation of Contact Person  |  |

Please use separate sheets if required

| <b>ORGANIZATION DETAILS</b> |  |
|-----------------------------|--|
| Status of Organization      |  |

|  |  |
|--|--|
| Tick (√) appropriate option.   | Proprietary / Partnership / Company / LLP                                  |
| 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<br>IF NOT, PLEASE MENTION N/A<br>If you are under MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT (MSMED) ACT 2006.<br><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>  | Sr.No. Name Designation Address<br><br>(Attach separate Sheet if Required) |
| <b>BANK DETAILS * Mandatory</b>  |  |
| Bank Account No.   |  |
| Name of the Bank   |  |
| Bank Address   |  |
| Bank City  |  |
| Bank Branch  |  |
| <b>IFSC RTGS / NEFT No.</b>  |  |
| <b>Branch Code</b>   |  |
| <b>EXCISE DETAILS</b>  |  |
| 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.   |  |
| <b>SERVICE DETAILS 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?  |  |

