

Mother Dairy Calcutta
P.O.Dankuni Coal Complex, Dist. Hooghly(WB), Pin-712 310

Polystyrene Cups Required

Ref.no. Pur/Tender/TC/47

Date: 05.10.2017.

1. Sealed Tenders are invited from manufacturers having Factory Licence, VAT Regn, PAN.GST Regn. etc. for supply of **Food grad High Impact Polystyrene / Polypropylene Cup** for Ice-Cream 80ml on annual rate contract. Yearly requirement is around **8(Eight) lac nos (approx.)**.

Bidders are requested to quote for both High Impact Polystyrene and Polypropylene Cup. Details of specification including drawing is attached herewith.

2. Tender offer shall be accompanied by Earnest Money deposit of Rs.10,000.00, failing which offer shall be summarily rejected. Photostat copies of the following documents shall also be submitted along with offer:-

- a) GST REGISTRATION CERTIFICATE.
- b) CURRENT & VALID FACTORY LICENCE.
- c) VAT Regn.
- d) PAN.
- e) LAST 3 YEAR'S EXECUTED PURCHASE ORDERS OF OTHER COMPANIES FOR SIMILAR ITEM.

Experienced manufacturers may participate in the tender . **Non refundable tender fee of Rs.1050.00 & Earnest Money Deposit of Rs.10000.00 (Ten Thousand only) should be submitted within 14.00 Hrs. on 24.10.2017.** Successful bidder have to provide Security Deposit(SD) of Rs.10000.00 (Ten Thousand only) **For successful bidder EMD will be converted to Security Deposit.** Security Deposit will be refunded only after fulfilment of the contract / order.

The SD will be forfeited for non-acceptances/non-execution of the contract/ order. No interest will be paid on the amount of Security Deposit.

Tender fee & Earnest Money Deposit should be paid by demand draft drawn in favour of **"WBCMPF Ltd. Mother Dairy Calcutta"** payable at Kolkata.

The tender offer should have “Tender for Polystrene Cup for Ice-Cream 80ML” superscribe on the top of the envelop mentioning Tender No:-047/TC, dated:-05.10.2017 and address to “The Chief General Manager”, Mother Dairy Calcutta, P.O:-Dankuni Coal Complex, Dist :- Hooghly, Pin :- 712310.

Last Date, Time & Place of receipt of tenders :- On 24.10.2017, 4 P.M at our Dankuni Office.

Opening date, time & Place :- On 25.10.2017 at 2 P.M at our Dankuni Office.

Bidders already submitted their offer against our previous Tender Ref No:-34, dated:-12.7.2017, for the same item, need not required to submit their offer further, as their previous submitted offer will be consider for this time.

Chief General Manager reserves the right to accept any or reject any or all offers in part or full or decide/divide orders without assigning any reason whatsoever.

Chief General Manager

MOTHER DAIRY CALCUTTA
Dankuni Coal Complex, Dist: Hooghly,
Pin - 712 310, West Bengal

Instruction for the Tenderers

1. Tender offers are invited for supplying Polystrene Cups around 8 Lakhs (Approx) annually for Ice-Cream of 80 ml volume on Annual Rate Contract Basis as per our drawing & and approved artwork to be supplied by us.
2. Tender offer shall be accompanied by Earnest Money deposit of Rs.10,000.00, failing which offer shall be summarily rejected. Photostat copies of the following documents shall also be submitted alongwith offer :-
 - a) VAT REGISTRATION CERTIFICATE.
 - b) GST REGISTRATION CERTIFICATE.
 - c) CURRENT & VALID FACTORY LICENCE.
 - d) PAN.
 - e) LAST 3 YEAR'S EXECUTED PURCHASE ORDERS OF OTHER COMPANIES FOR SIMILAR ITEMS.

EACH AND EVERY PAGE OF ABOVE DOCUMENTS SHALL BE SIGNED AND SEALED WITH DATE BY THE TENDERER.

In addition to above willing Tenderers shall also submit the following alongwith their Tender offer :-

- a) INSTRUCTION FOR THE TENDERERS.
- b) GENERAL TERMS & CONDITIONS FOR SUPPLY.
- c) SPECIFICATION FOR CUP.
- d) ANNEXURE "A".
- e) ANNEXURE "B".

Each and every page of the above documents (a to e) shall be duly signed and sealed failing which offers shall not be considered.

3. All tender offers shall initially remain valid for acceptance for a period of 3 months from the due date and may have to be extended further up to one year if requested by this administration.
4. Telegraphic and Conditional Offers shall not be considered.
5. Tender offers will be opened on the due date and time as mentioned in the notification. Willing tenderers may depute their representatives to attend the opening.

Contd../2.

6. Successful tender/tenderers will be awarded with the contract/order for regular monthly supply of the items concerned on Annual Rate Contract basis. Earnest money Deposit of Rs.10,000.00 will be refunded to the unsuccessful tenderers and for successful tenderer(s) EMD of Rs.10,000.00 will be converted to Security Deposit. Security Deposit will be refunded only after the fulfilment of the Annual Rate Contract/Order. No interest would be paid on the amount of Earnest Money/Security Deposit.
7. In case of refusal to accept our order or refusal to supply material after finalisation of the contract the Earnest Money/Security Deposit of the selected Tenderer shall be forfeited straightway.
8. In case of non fulfilment of the contract or non compliance of the terms and conditions of the order, Mother Dairy shall have every right to forfeit the Security Deposit of the selected Tenderer and terminate the said contract.
9. Tender offers shall be accompanied by at least 100 nos of sample Cups of his own cup for which quotation is submitting for assessment of quality and suitability
10. Tender Offers shall be submitted on F.O.R. Mother Dairy Stores at Dankuni delivery basis only, inclusive of Packing & Forwarding, Freight, Insurance, Loading & Unloading charges at Mother Dairy Calcutta, but exclusive of Excise Duty, Tax/GST etc. which should be mentioned separately. Percentage of Excise Duty, Sales Tax/VAT/GST shall be specified separately.
11. 80% Payment will be released within 30 days after receipt of Invoice, subject to preliminary inspection and balance 20% within 90 days from the date of receipt of materials at Mother Dairy Calcutta or complete consumption, whichever is earlier, if quality is 100% satisfactory.
12. It is preferable for Mother Dairy Calcutta to purchase of cups partly. Selected tenderer(s) will be required to accept order for a minimum of 50,000 pieces of Cups.
13. *Mother Dairy Calcutta shall not provide, either any cylinder/mould for making Cups or pay any amount towards making cylinder/mould during the contract period. We may change/modify the design 1 time during contract period without making any charges.*
14. Earnest Money & Security Deposit should be paid by Demand Draft only payable at Calcutta and drawn in favour of "WBCMPF Ltd. Mother Dairy Calcutta".

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15. Counting at Mother Dairy Calcutta shall be final and binding on sucessful Tenderers.
16. Canvassing in any form or manner will disqualify the Tenderer.
17. Chief General Manager reserves the right to accept any or reject any or all offers without assigning any reason whatsoever. Chief General Manager also reserve the right to decide and or divide orders as may be considered necessary for the interest of the dairy.

for Chief General Manager

MOTHER DAIRY CALCUTTA
Dankuni Coal Complex, Dist: Hooghly,
Pin - 712 310, West Bengal

General Terms & Conditions of Supply

No. 1. Conformity to Specification/Sample/Drawing:-

The equipment/material under purview of the supply shall strictly conform to the specification/sample/drawing enclosed with the order. Mother Dairy Calcutta reserve the right of inspection at any stage of fabrication of fabrication/manufacture of the equipment/material.

Test/Inspection certificate, whenever applicable should be obtained from the concerned authority/principal manufacturer either regarding quality or any other details of the items utilised in the process or manufacturer/fabrication and forward to us alongwith supplies.

No. 2. Delivery Period:-

Delivery period as indicated in our Purchase Order shall be essence of the contract and suppliers are expected to adhere strictly to the delivery schedule unless extension of delivery date is granted. For such extension the supplier shall approach Mother Dairy in advance with valid reasons and supporting documents.

No. 3. Quality:-

The material must conform to our specifications in all respects. The supplies not conforming to our specifications will be rejected at your cost and risk.

In case materials are found substandard, 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 authentic laboratory of our choice and in case the result is found unsatisfactory we reserve the right to take any action as deemed fit.

Kindly note that if any of your supplies are found substandard with respect to any aspects of specification laid down, such supplies may not be accepted at a discount and shall be liable for rejection summarily and we may cancel our orders placed and rate approval at any time during the contract. In such cases, your security deposit will be forfeited.

Material found unsuitable for use during production shall be returned after damaging those and mentioning/explaining the reasons for rejection.

The sorted out/rejected materials 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 will be forfeited and the manufacturer would be blacklisted from our approved suppliers' list.

No. 4. Inspection:-

We reserve our right to depute our representatives for inspection of materials while the same are under manufacture. To facilitate inspections as and when necessary, you will be required to give prior intimation as to when you are likely to start manufacturing of materials. In case, during such inspection, the result is found dissatisfactory, we reserve the right to take whatever action is necessary to protect our interests.

No. 5. Rates:-

You are requested to quote your rates separately for each of the items FOR Mother Dairy Stores at Dankuni. The rates so quoted shall obviously be inclusive of transit and insurance charges. The rates must be quoted in the format enclosed.

No. 6. Penalty Due to Late Delivery:-

In case deliveries are not effected within the stipulated delivery date, penalty will be imposed @ 1% for fortnight's delay or part thereof. However, such penalty will be restricted to 5% of the net value of the unexecuted part of the accepted order. Alternatively in the event of non delivery of the materials within the stipulated time, we reserve the right to cancel the order and procure the material/equipments from any other sources.

In case of your failure to supply the materials as per the contract, orders shall be cancelled and your Security Deposit will be forfeited.

No. 7. Rejection:-

Mother Dairy Calcutta reserve the right for rejecting any material equipment/part of the supply if found defective and Mother Dairy's decision in respect of rejection shall be final and binding on the suppliers. It will not be possible for Mother Dairy Calcutta to return the Cups rejected during trial run or regular production due to obvious practical difficulties and hygienic requirements.

We reserve the right to get your material tested from any authentic independent laboratory, the result of which would be binding to both of us. In case of any non specified/non standard material being used in your material, we reserve the right to suspend business with you, cancel the rate contract, take legal action and forfeit your Security Deposit.

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No. 8. Cleanliness and hygiene:-

The material supplied by you will be used directly in food products for human consumption. It is essential that all materials conform to food grade standard and hygienic quality. Towards this, it is essential that your factory premises and its surroundings where the materials are produced/manufactured is maintained in utmost clean and hygienic conditions from dust, dirt, insects, flies etc. You are therefore requested to ensure absolute cleanliness and hygiene to avoid any chances of contamination. The consequences of supplies not conforming to desired hygienic parameters will fall entirely on the suppliers.

All raw materials and pigments/printing inks shall be permissible under FSSAI rules. Colour and Ink used shall be approved for packaging of food material for human consumption and shall conform to all applicable food and drug regulations.

The Cups should be fully cleaned and free from any unusual odours, foreign materials such as dust, hairy materials, ink spots, grease/oils etc. Consignments having such extraneous materials will be entirely rejected.

No.9. Warranty:-

The supplier must provide a warranty for a minimum period of one year from the date of commissioning of the equipment/supply of material for satisfactory performance of the equipment/material according to the designed/rated/installed capacity/or any other norms fixed by this administration.

No.10. Guarantee:-

The supply of material/equipment as well as installation, if entrusted shall have to be carried out by you (supplier/contractor) to the entire satisfaction of Mother Dairy Calcutta.

You (Supplier/contractor) shall also guarantee to repair/replace without any extra cost, the items or parts thereof if found defective due to bad design, faulty workmanship, or substandard material within 18 months from the date of receipt of the material or 12 months from the date of commissioning whichever is earlier. If it is necessary to send the defective equipment or parts thereof to your works for repair/replacement, without forming any precedence, the cost of repacking/loading, unloading, transportation from Mother Dairy to your works and back to Mother Dairy shall be to be borne by you. The guarantee however, does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment during repairs by personnel other than the supplier or their authorised agents.

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No.11. Cancellation of Order:-

We shall be free to cancel our order either in part or full in case of non delivery of material/non-completion of the installation within the stipulated delivery period or breach of any one of the clauses mentioned herein. Consequential losses, if any, on account of getting installation done or obtaining supplies from alternative sources beside payment of higher rates shall be recovered from you. In the event of cancellation of the order, you will be liable to refund the advance amount, if paid any, to the Mother Dairy Calcutta in full. Suppliers will have no right to forfeit the advance amount received by them.

No.12. Sub-Contract:-

In the event of awarding sub-contract to any other party/parties by you for the manufacture/supply/erection of the parts/spares/components that will be used in the ordered equipment, you must furnish us details about your sub-contractor, their experience, specialisation etc. The sub-contract can be awarded by you only after obtaining written approval from us. In the event of sub-contract also the prima-facie responsibility rests on you regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors.

No.13. Packing, Forwarding & Insurance:-

Outstation manufacturer/suppliers shall always despatch materials/equipments freight paid consigned to us at Mother Dairy Calcutta, P.O.Dankuni Coal Complex, Dist.Hooghly, West Bengal, Pin-712 310 duly packed and insured and freight paid. The packing should be of highest standard for protection against pilferage/transit damages etc. Levels on each package should clearly mention name of the items, quantity packed, date of manufacturer etc. including the name of the supplier.

No.14. Submission of Bills:-

Bills shall be made in the name of Chief General Manager, Mother Dairy Calcutta and shall be routed through Dy. Manager(Pur), Mother Dairy Calcutta in triplicate. It is also obligatory for the suppliers to attach receipted Original challan, duplicate copy of our Purchase Order duly acknowledged, packing list, test certificate and any other relevant documents as may be necessary.

No.15. Force Majeure Clause:-

The terms & conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier or the purchaser shall be considered in default in performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike,

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epidemic, accident, fire, wind, flood, earthquake or because of any law proclamation, regulation or ordinance of any Government or of any act of God or of any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract.

No.16. Resolution of disputes and arbitration clause:-

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arisen between them under or in connection with the Purchase Order. If after 30 days from the commencement of such informal negotiation, both are unable to resolve the dispute or disagreement, either party may decide to refer to same to the sole Arbitrator, Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd., Block LB-2, Sector-III, Salt Lake City, Kolkata - 700 098. The decision of the Arbitrator shall be final and binding on the Purchaser and the Supplier.

The Hon'ble High Court at Calcutta shall have exclusive jurisdiction as regards any dispute/arbitration under these Terms irrespective of any jurisdiction clauses mentioned hereabove or subsequently in other place(s). The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and rules made thereunder of any enactment or statutory modifications thereof for the time being in force.

for Chief General Manager

MOTHER DAIRY CALCUTTA
Dankuni Coal Complex, Dist: Hooghly,
Pin - 712 310, West Bengal

SPECIFICATIONS FOR THERMOFORMED CUPS

ICECREAM CUPS:

PARAMETER	: 80ml.
MATERIAL	: High Impact Polystyrene/Poly Propylene (Food Grade)
MIN. WEIGHT	: 2.5 gms. per Cup.
PRINTING	: 4 colours.
BASE COLOUR	: White.
FINISH	: Smooth dull white finish.
ENGRAVING	: Each Cup shall be engraved with your identification mark and should also bear your die-cavity/mould number for identification.
COLOUR SHADE	: The shade of the base material and of printing shall be as per our approved design/sample(s).
PACKING	: Stacks of 100 Cups free from dust, soot or any other foreign materials shall be put in plastic sleeves and filled sleeves shall be packed in strong and sound corrugated boxes of size The packs shall be marked with the name of the supplier, quantity in numbers, date of manufacturing, batch no. etc. and shall also be properly sealed with BOPP tape. Only fresh corrugated boxes shall be used for packing the empty Cups. The boxes should be strong enough so that empty cups are not damaged during transportation. 100 Cups per sleeve, 3000 nos. 100 ml Cups/Corrugated Box.
DRAWING	: DRG.No:-C-OPRO-316, Dated:-08.04.2016 (Ice-Cream Cup -80 ML)
DECLARATION	: Certificate/Declaration shall be sent alongwith each consignment about the food grade materials used during manufacturing/overall migration within the specified limit etc.

for Chief General Manager

ANNEXURE - A
Tender Offer for supply of Cups

From : M/s. _____
Office : _____ Factory : _____

Phone : _____ Phone : _____
Fax : _____ E-mail : _____

To
The Chief General Manager
Mother Dairy Calcutta
P.O. Dankuni Coal Complex, Dist: Hooghly,
West Bengal, Pin - 712 310

Dear Sir,

I/We hereby offer to supply _____

as per Mother Dairy's specification.

We enclose Demand Draft No _____ dated _____ issued
by _____ for Rs _____ (Rupees
_____) towards earnest money deposit.

We have noted that Mother Dairy Calcutta reserves the right to
accept any or reject any or all offers in part or full or
decide/divide orders without assigning any reason whatsoever.

a) Rate offered for :- Thermoformed HIP (Food Grade) Ice- Cream
Cups Rs _____ per THOUSAND (Rupees _____
_____) + ED% _____ + ST/VAT% _____ , GST _____

b) Rate offered for :- Poly Propylene Cup (Food Grade) Rs _____ per
THOUSAND (Rupees _____
+ ED _____ + ST/VAT _____ , GST _____

The above rates are F.O.R. Mother Dairy Stores at Dankuni
inclusive of Packing & Forwarding, Freight & Insurance, Loading
and Unloading at Mother Dairy Calcutta

Seal of the Company

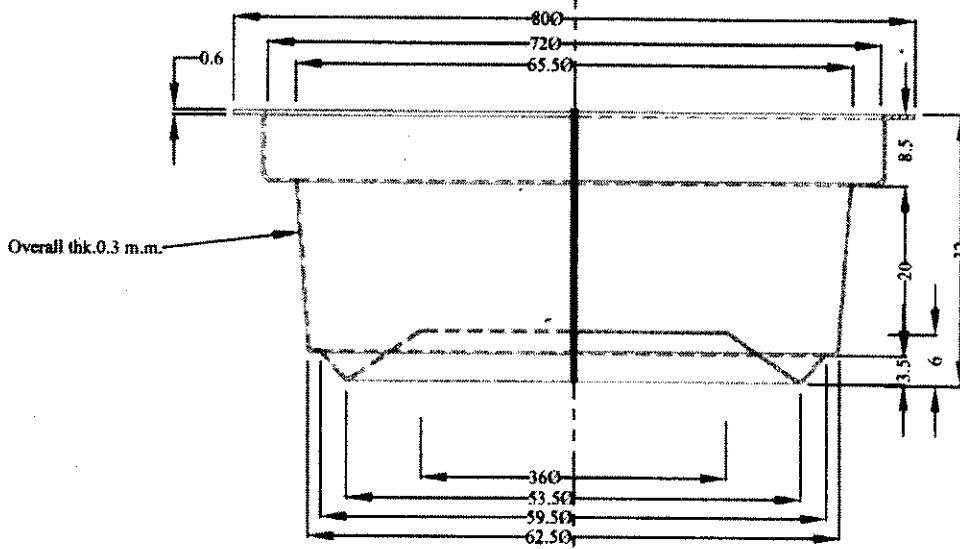
Signature of the Constituted
Attorney of the Company with date

ANNEXURE - B

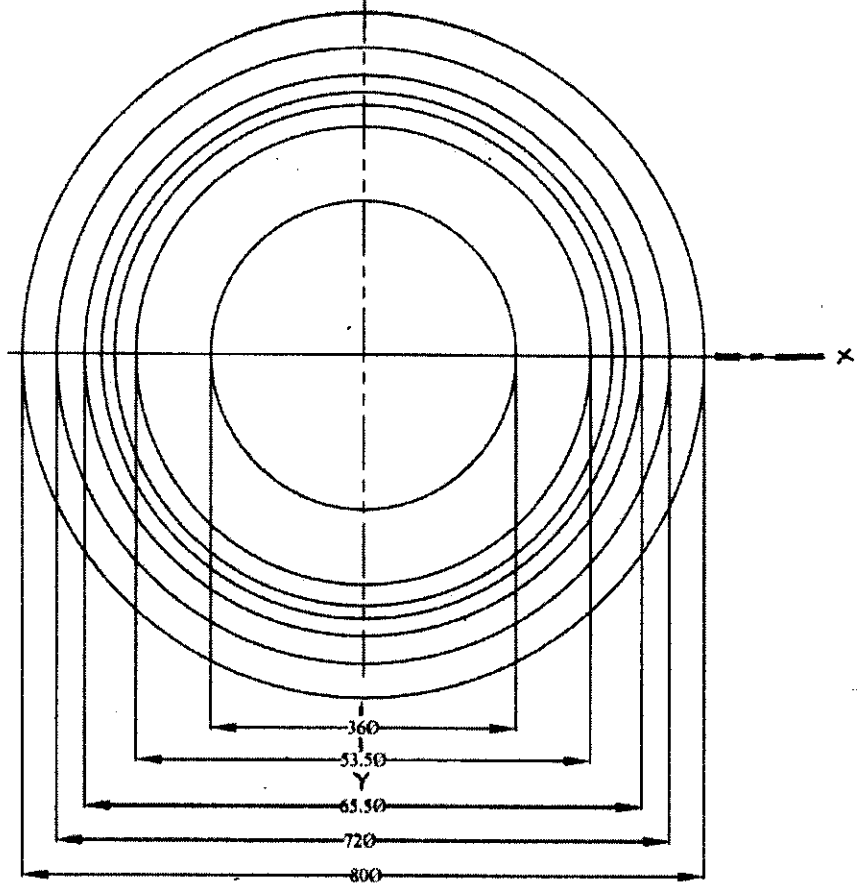
Warranty Certificate

The seller hereby declares that.....
.....sold under this contract shall strictly conform to Mother Dairy's requirement as per the enclosed and accepted specification and the seller hereby guarantee that the said stores would continue to conform to the description and quality as per the enclosed accepted specification for a period of one year from the date of commissioning of the equipment/material for satisfactory performance. Notwithstanding this certificate if during the aforesaid period of one year, the said stores be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of Mother Dairy in this behalf will be final and conclusive), Mother Dairy will be entitled to reject the said stores or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the stores shall be at Sellers' risk and the seller shall be required to replace the goods or such portion thereof as is rejected by Mother Dairy and to remove the rejected stock within such reasonable period as may be decided by Chief General Manager, Mother Dairy, otherwise the seller shall pay to Mother Dairy such damages as may arise on account of such rejection. Nothing herein contained shall prejudice any other right of Mother Dairy in that behalf under this contract or otherwise.

Signature of the Supplier
or his Constituted Attorney.



SEC. AT 'X-Y'



1. Material for Cup: - Food grade High Impact - Polystyrene
2. Min. Wt: 0.0245 gms
3. Overall thick 0.3 m.m.
4. All dimensions are in m.m.
5. Scale : N.T.S

2.45 gms
2.59 gms
FEB 24/16

MOTHER DAIRY CALCUTTA P.O. - D.C.C., DIST :- HOOGHLY.
ICE CREAM CUP : 80 ML
DRAWN BY :- <i>[Signature]</i> 8/4/16
CHECKED BY :- <i>[Signature]</i>
APPROVED BY :- <i>[Signature]</i>
DATE :- 08.04.2016
DRG NO :- C-OPRO-316