

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LTD.

Goverdhan Vilas, Ahmedabad Road, UDAIPUR-313002

PAN NO.: AAAFU4403B / GST NO.: 08AAAFU4403B1ZR

E-mail: saras@milkunionudaipur.com, TEL: 0294- 2640258**TENDER FORM**

Tender Reference No.	: UDAIPUR DAIRY/STORE/ 1869 /19.9.2022
Tender for	: Sale of Scrap Material (as per annexure - I)
Last date & time for purchase of tender form	: 13.10.2022 upto 01:00 PM
Last date & time of submission of tender form	: 13.10.2022 upto 02:00 PM
Date & time of opening	: Part "A" – 13.10.2022 at 3:00 PM : Part "B" – 13.10.2022 at 4:00 PM
Tender form Fee	: Rs. 236/- Including @18% GST (i.e. Rs.200+Rs.36) (Rs. Two Hundred Thirty Six Only) Non refundable
Earnest money	: Rs-10000/- Only (Rs. Ten Thousand only) (In form of Demand Draft only) in favour of U.D.U.S.S.Ltd,Udaipur

Note:-

1. Tender Form downloaded from the website of milk union Udaipur i.e. www.milkunionudaipur.com and State Procurement Portal i.e www.sppp.rajasthan.gov.in must accompany with a demand draft (as tender form fee) of Rs. 236/- (Rs. Two Hundred Thirty Six Only) along with all requisite documents and D.D. of EMD, without which the tender will be rejected.
2. The validity of tender offer will remain open for acceptance for a period of Three Months.
3. Rates to be offered in Part 'B'(i.e. Annexure-I) and to be submitted in separate envelope.

TO BE FILLED BY TENDERER

1. Tender Form Fee Detail : Demand Draft No:-.....Dt.....
Amount :-.....
Cash Receipt No:-..... Dt.....
2. Earnest Money Detail : Rs
Demand Draft No:-.....Dt.....
Bank :-.....
Cash Receipt No:-..... Dt.....
3. Name and Address of the tenderer
.....
.....
Phone/Mob.no.....

Signature of Tenderer with Seal

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Tender Form PART 'A'

(For Technical Information / Qualifying for Financial Bid)

Tender for: Sale of scrap material

Name of Tenderer

Capacity in which tender has been submitted (Attach valid Documents)

1. Individual (Name of Proprietor)

2. Partnership Firm (Name of Partners)

3. Limited Company (Name of Directors).....

4. Others

(a) Local / Present Address

(b) Permanent Address

5. Land Line No.

6. Mobile No.

7. GST No.*

8. PAN No. (Permanent A/c No.)*

9. I.T. Return/Clearance Certificate*

10. **License/ Registration NO. ***

**(From RSPCB/ CPCB, Mandatory
for Polythene/Plastic scrap)**

11. Experience (Attach Purchase Orders/Enough Proof)*

(A) In Dairy Industry

(B) Other than Dairy Industry

12. Presently In Tendered item Business Yes / No

13. Whether black listed in Udaipur Dairy Yes / No

14. Name of any first degree relative, which is
employee/BOD working In Udaipur Dairy,(if any)

15. We agree to abide by all the conditions mentioned in the tender notice Issued by the Managing Director, Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur and also the other conditions of the aforesaid tender document given in the attached sheets (All the pages of which have been signed by us in token of our acceptance of the terms mentioned here.) No other condition (mentioned by supplier) is acceptable.

*** Mandatory Fields (Attach valid documents)**

Signature of Tenderer with Seal

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INSTRUCTIONS FOR FILLING IN TENDER FORMS

1. The tender form along with the terms and conditions appended there to, should be submitted through registered AD Post or in person in covered and sealed envelope. The same should be duly signed on each and every page. In case of partnership, it should be signed by one partner and he should hold the power of attorney. In such case, the tender form should also be accompanied with the partnership deed and in absence of the partnership deed the tender form will be rejected.
2. It will be presumed that the tenderers have gone through all the terms and conditions of the tender and in token thereof they are required to sign each and every page of the terms and conditions of the tender. No change will be made in the terms and conditions by the tenderer. If any changes are made those changes will not be considered and the tender will be rejected, forfeiting the earnest money.
3. The tender form should be filled up in own handwriting with the complete details of name, address and telephone/ mobile No. (if any). If the complete address is not given the form will be rejected.
4. Tender form should be filled in ink legibly. There should be no cutting and/or overwriting. If at all it is necessary, every, cutting should be signed by the tenderer himself.
5. The rate should be quoted per unit both in **figures and in words**. In case of discrepancy between the rates, the rate written in words will be taken as final.
6. An earnest money as given in enclosed tender document in the form of crossed Demand Draft in favor of UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LTD. Udaipur is to be enclosed with the tender form. No cheque will be accepted in any circumstances. Without earnest money the tender will be rejected. Earnest money deposited earlier, if, any, will not be considered for the purpose in any case. The Udaipur Dugdh Utpadak Sahakari Sangh Ltd., will not pay any interest on the earnest money deposited.
7. Earnest money of those tenders are accepted, will be adjusted towards the security deposited subject to the surrendering of original receipt.
8. The Managing Director, Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur is not bound to accept the highest or any tender or to assign any reason for non acceptance thereof.
9. Disregard of these instructions by the tenderer, if the tender is in any way incomplete, such tender is liable to be rejected.
10. The contractor shall be liable for any loss, damage, suffered by the Union due to negligence of contractor's labor or for having not deputed sufficient labor .
11. The contractor is bound to pay any penalty imposed by the Managing Director of the Union, if any irregularity is found in the work.

Signature of Tenderer with Seal

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GENERAL TERMS AND CONDITIONS

1. Tender must be enclosed in a properly sealed separate envelopes (Part A & Part B) having a marked on the top left corner of the envelope “Tender for Sale of Scrap Materials due on 13.10.2022” according to the direction given in the Tender notice. In case more than one Tender is kept in a cover, all the tenders thus kept shall be rejected. For this use separate envelope for Part- “A” (Technical/ Pre-Qualifications Bid including the General Terms & Conditions as well as all Annexure 1,2,3 & 4 required as per RTPP Act , and Part “B” (i.e. Rate Part) in separate envelope, All these documents / Papers should be Duly filled and Signed on each paper by Bidder)
2. The tender will be opened at the date and time given in the tender notice in the office of Udaipur Dugdh Utpadak Sahakari Sangh limited , Udaipur. Tenderers will be allowed to be present at the time of opening of tender.
3. The right to acceptance of tender and award of contract to one or more than one contractor , if considered necessary will rest with the Managing Director ,U.D.U.S.S. Ltd. Who does not bind himself to accept the highest tender rate. Managing Director reserve the right to reject any or all the tenders without assigning any reason thereof or and no explanation can be demanded of the cause of rejection of the tender by any tenderer.
4. The contractor shall invariable furnish complete address of his office together with full name and address of the person who may be contacted for the purpose . All correspondence sent on the given address will be considered as served whether the same has been received or not.
5. The contractor will indemnify the union in respect of all and any expenses arising out of injury to persons and damages to the structures or property and adjoining building. the contractor shall be responsible for making good the losses and damages.
6. Negligence on the part of the tender in filling up the tender form confers no right for withdrawal of the tender when/ after it has been opened.
7. In case of default by the tenderer including but not limited to failure or refusal to complete the work with in time specified , the managing Director keeps the right to engage the other services. The tenderer will be held responsible for any cost occurred thereby. Further, The Managing Director also reserve the right to terminate the contract in such circumstances.
8. The earnest money deposit of unsuccessful tenderers will be refunded with in three months from the date of opening of the tenders.
9. Successful tenderers will have to execute an agreement in the prescribed form. The expenses incurred for completing and stamping of the agreement will be borne by the contractor.
10. The approved contractor shall be deemed to have carefully examined the terms and conditions of the contract. If he shall have any doubt as to the meaning of any of the conditions he shall before signing the contract , contact in office of the Managing Director or Officer In Charge and get the clarification.

11. The Earnest money of the successful tenderer will be liable to be forfeited treating as liquidated damages in the case of any evasion , refusal, or delay on the part of tenderer in signing the agreement . No interest will be given by the Union on the security deposit.
12. Period of tender will be valid for One Year. Which may be extended for Three months and further may be extended for a period of One Year with mutual consent on same terms & condition of the Tender.
13. The contract will be liable to be terminated at the discretion of the Managing Director, UDUSS Ltd, Udaipur at any time for the breach of terms and conditions of the contract by the contractor. In such cases contractor will be held responsible to make good all the damages / losses suffered by the Udaipur Dugdh Utpadak Sahakari Sangh Limited , Udaipur as a consequence of the breach of contract. The Managing Director , UDUSS Ltd. Udaipur may also at his discretion enter in to fresh contract for the remaining period of this contract with any other party . In such case the contractor shall be liable to pay the difference amount , if any, of over and above the contractor rate, and the rate on which a fresh contract is entered into.
14. The contractor should not be first degree relative of any employee or Board of Directors of Udaipur Dugdh Utpadak Sahakari Sangh Limited or Union. The term first degree relative would include Father, Mother, Brother, Sister, Son, Daughter, Husband, Wife, Father-in -law, Daughter –in –law, Grand father, Grand mother, Grand son, Grand daughter and similar relatives on the maternal side.
15. All dispute and differences arising out of or in any way touching or concerning this agreement shall be referred to the sole arbitration of the Managing Director, Udaipur Dugdh Utpadak Sahakari Sangh Limited , Udaipur. All legal proceeding arises to be instituted by any of the parties shall have to be lodge in courts situated at Udaipur only.
16. Any bribe , commission, gifts, or advances given or promised by or on behalf of the contractor whether with or without knowledge of contract or to any Officers or employee or representative of Udaipur Dugdh Utpadak Sahakari Sangh Limited .
17. The Managing Director reserve the right of negotiation if the rates is found abnormal.
18. The Managing Director keeps the power to delete , omit or add , include any condition in the contract , which will have to be followed by the successful tender .

Signature of Tenderer with Seal

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LTD.

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SPECIAL TERM'S AND CONDITIONS OF THE TENDER

1. As soon as tenders are finalized, the approved tenderer will required to deposit estimated cost immediately and lift the present scrap material stock lying within 7 days of call to lift the material by their own transport vehicle.
2. The old broken crates will be cut into four pieces by some means, arranged by approved tenderer before weighing & lifting of scrap crates. For this electricity charges is to be borne by tenderer What ever be the Colour of crate approved partey have to lift the same.
3. Scrap of old milk pouches will be dried & collected by the party on regular basis so as to maintain cleanliness & hygiene of the campus.
4. **FOR LIFTING OF WASTE MILK POUCH, S.M.P. LINER, BROKEN PLASTIC CRATE AND REJECTED FILM ONLY THOSE TENDERER ARE ELIGIBLE AND CAN APPLY, WHO ARE REGISTERD UNDER PLASTIC WASTE MANAGEMENT RULE 2016 AND AMENDED IN 2018 FROM POLLUTION CONTROL BOARD.
For same attach required registration paper with tender copy.
Successful Tenderer has to submit Recycling Certificate for the quantity in accordance with lifted material of waste Polythene/ Plastic material.**
5. For waste polythene of milk pouches approved tender party has to lift scrap at least once in 2 month other wise penalty may be imposed by M.D.
6. All material will be weighed or counted before the committee nominated by Managing Director, U.D.U.S.S.Ltd.
7. There will be no guarantee of any spoilage during & after the course of lifting.
8. The tenderer will have to deposit full amount of total weighed or counted material immediately after weighment or counted and only after that material will be handed over to him.
9. For items No. 6&7 i.e. empty ghee tin 5ltr & 15 kg (Annexure – I), the tenderer will ensure to mark, cross of permanent nature, on the tins or Press it in sheet form on his own expenses so as to avoid any chance of misuse or refilling further.

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Annexure 1: Compliance with the code of Integrity and No. Conflict of Interest

Any person participating in a procurement process shall-

- a. not offer any bribe, reward or gift of any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to and party or to its property to influence the procurement process;
- f. not obstruct any investigation or audit of a procurement process;
- g. disclose conflict of interest, if any; and
- h. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is, considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process, participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same Subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. The Bidder or any. of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid: or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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Annexure 2 : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my / our Bid submitted to Managing Director , Udaipur Dugdh Utpadak Sahakari Sangh Limited , Goverdhan Vilas , Udaipur (Rajasthan) for procurement of
.....in response to their Notice Inviting bid No.....Dated I/we hereby declare under Section 7 of Rajasthan Transparency in public Procurement Act, 2012, that:

1. I/we Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any Local Authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities Suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the, commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date:
Place:

Signature of Bidder
Name:
Designation:
Address:

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Annexure 3 : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Chairman , Udaipur Dugdh Utpadak Sahakari Sangh Limited , Goverdhan Vilas, Udaipur (Rajasthan).

The designation and address of the Second Appellate Authority is Managing Director , Rajasthan Co-Operative Dairy Federation Ltd , Saras Sankul, J.L.N. Marg , Jaipur (Rajasthan) .

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable,

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement.
- (b) provisions limiting participation of bidders in the Bid process.
- (c) the decision of whether or not to enter into negotiations.
- (d) cancellation of a procurement process.
- (e) applicability of the provisions of confidentiality.

Signature of Tenderer with Seal

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(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal .

- (a) Fee for first appeal shall be rupees Two Thousand Five Hundred and for Second Appeal shall be rupees Ten Thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank Demand Draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, Up on filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter,
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost,
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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FORM No. 1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No.....of.....

Before the..... (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved.

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative.

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal

.....
.....(Supported by an Affidavit)

7. Prayer:.....

.....

Place

Date.....

Appellant's Signature

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Annexure 4 : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis

- i if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - ii if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - iii if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be Disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract. the quantity of Goods, Works or Services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

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(iii) In case of procurement of Goods or Services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order- However, the additional quantity shall not be more than 25% of the value of Goods of the original Contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second Lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Tenderer with Seal

Annexure I

**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED ,
GOVERDHAN VILAS,UDAIPUR**

PART - B

Schedule of sale of scrape material (yearly rate contract)

S.N	Name of Item	Unit	Rate offered per unit		Remarks
			In Figure	In words	
1	Waste Polythene of milk Pouches	Per Kg.			
2	Empty ghee tin 5 Ltr	Per Nos.			
3	Empty ghee tin 15 kg	Per Nos.			
4	Empty SMP Craft Paper Bag	Per Kg			
5	SMP liner	Per Kg.			
6	Paper core	Per Kg.			
7	Broken Plastic Crate (HDPE)	Per Nos			
8	Tub Pouch Crates (Red)	Per Nos			
9	Rejected Films	Per Kg.			
10	Iron Scrape	Per Kg.			
11	Oil Drum 210ltr Capacity(Empty)	Per Nos			
12	Empty Jerken 50 ltr Capacity	Per Nos.			
13	Broken Plastic Scrap	Per Kg			
14	Stainless Steel Scrap	Per Kg			

- Note: 1. GST will be charged extra as applicable on above offered rate.
2. The quoted rates would be valid **for 1 year**
3. Rate comparison will be made on the basis of offered rate per unit

Date:

Signature of Tenderer

