



Tender Number: 6000017806

India Security Press,
(A UNIT OF SECURITY PRINTING & MINTING CORPORATION OF INDIA
LTD.)WHOLLY OWNED BY GOVERNMENT OF INDIA
Nashik Road-422101 (Maharashtra)
(ISO-9001:2008 & 14001:2004 Certified Company
Miniratna Category-I, CPSE
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e-mail: purchase.isp@spmcil.com Web:http://ispnasik.spmcil.com
CIN: U22213DL2006GOI144763 GSTIN: 27AAJCS6111J2Z7

| PR Number | PR Date | Indenter | Department |
|-----------|------------|----------|------------|
| 10029177 | 16.09.2022 | CANTEEN | CANTEEN |

Not Transferable

Security Classification: Unclassified

TENDER DOCUMENT FOR: PROCUREMENT OF COW MILK (LOOSE) IN SEALED CANS

Tender Number: 6000017806/30/DS10/CAN/MILK/22 DATED: 21.09.2022

This Tender Document Contains _____ Pages.

Details of Contact person in SPMCIL regarding this tender:

Name: ASHOK SHARMA
Designation: Jt. General Manager (Materials)
Address: ISPN (India Security Press, Nashik) India



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Disclaimer

The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Security Printing and Minting Corporation Limited (hereafter referred as the "Purchaser") or any of its employees or associated agencies, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is neither an offer nor invitation by the Purchaser to the prospective Bidder(s) or any other party hereunder. The purpose of this Bid Document is to provide the Bidder(s) with information to assist them in the formulation of their proposal submission. This Bid document does not purport to contain all the information Bidder(s) may require. This Bid document may not be appropriate for all bidders, and it is not possible for the Purchaser to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

This Bid document and ensuing bids; communications and Contracts would alone determine the legal and commercial relationship between the bidders/ contractors and the Purchaser. No other Government or Purchaser's document/ guidelines/Manuals including its Procurement Manual (which are for internal and official use of its officers), have any locus standi in such a relationship. These documents/guidelines/Manuals therefore should not be cited or referred in any legal or dispute resolution or grievance redressal proceedings.

The Purchaser, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

The Purchaser, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in this Bid Document.

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated



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with any submission of samples, demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will remain with the Bidder(s) and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

This disclaimer forms an integral part of the Bid document and shall supplement but not supplant the provision of the Bid Document.



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SECTION I: NOTICE INVITING TENDER (NIT)

INDIA SECURITY PRESS

(A Unit of Security Printing and Minting Corporation of India Limited)

Wholly owned by Government of India

Nashik Road – 422 101 (Maharashtra) Tel No 00 91 253 2402200, Fax No 00 91 253 2462718

Website: www.spmcil.com, email: purchase.isp@spmCIL.com

1. Sealed tenders are invited from eligible and qualified tenderers for supply of the following GeM Availability report and Past Transaction Summary ID: GEM/GARPTS/21092022/NFZZEOP6VXJC

| Schedule No. | Brief Description of Goods/ services | Quantity (with unit) | Earnest Money (in Rs.) | Remarks |
|--------------|--|----------------------|------------------------|---------|
| 01. | PROCUREMENT OF COW MILK (LOOSE) IN SEALED CANS | 20,000 Ltr | 18,400.00 | |

| | |
|--|--|
| Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.) | Two Bid, Single stage (two packets), NCB (National Competitive Bidding) (Open Tender) |
| Security Classification | Unclassified |
| Authority in whose favour all tender related financial instruments (FD, DD, Banker's cheque etc) are to be made | India Security Press, Nashik Road, Unit of SPMCIL |
| All Financial Instruments to be payable at: | Payable at Nashik |
| Dates and place of issue of tender documents: | From 24.09.2022 to 31.10.2022 during office hours At ISP, Nashik |
| Closing date and time for receipt of tenders | 01.11.2022 up to 1430 Hrs |
| Place of receipt of tenders | Green Gate, India Security Press, Nashik Road-422 101, Maharashtra, India |
| Time and date of opening of tenders for Techno-Commercial bid. <i>Place, Time, and date of Opening of Price (financial) bid would be intimated later on</i> | 1500 Hours on 01.11.2022 |
| Place of opening of tenders | Purchase Section, India Security Press, Nashik Road-422 101, Maharashtra, India |
| Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.1 of GIT) | Jt. General Manager (HR), India Security Press, Nashik Road:- 422101, Maharashtra, India |
| Officer to be contacted for clarifications/ help: | Ashok Sharma, Jt. GM (Materials) India Security Press, Nashik Road |

2. Eligibility to participate as per Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighboring countries shall apply to this tender.



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3. Please note that SPMCIL reserves its right to grant Purchase preferences in accordance with Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018 (as amended/ revised).

4. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.

5. Tenderer may also download the tender documents from the web site mentioned above and submit its tender by utilizing the downloaded document, the bidder must not make any changes to the contents of the documents, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section X).

6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped on or before the closing date and time indicated in the Para 1 above in the tender box located at the address given below, failing which the tenders will be treated as late and rejected. Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents. In case NIT/ SIT provide for uploading of bids to nominated eProcurement portal, bidders must upload their bids along with scanned copies as required enclosures (including proofs of cost of Tender Documents and EMD as applicable - unless an online payment gateway is provided in the instruction) as per instructions given in this regard.

Original copies of such scanned uploaded required enclosures must reach in physical form within the date and place as provided in such instructions, otherwise their uploaded bid, would be declared as unresponsive.

7. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold/ received/ opened on the next working day at the appointed time.

8. The tender documents are not transferable.


9. The bidder, their affiliates, or subsidiaries - including subcontractors or suppliers for any part of the contract - should not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Tender Form (Section X).

10. EMD amount mentioned in Section VI - List of Requirements shall be furnished in one of the following forms: a) Account Payee Demand Draft or b) Fixed Deposit Receipt or c) Banker's cheque or d) Bank Guarantee; in acceptable form, otherwise the tender will not be accepted in any case. The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account and place of payment specified in the Para 1 above. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.

12. Undersigned confirms that the required Goods (as per technical specification provided by User Section) mentioned above are not available on GeM as per "GeM - Availability Report and Past Transaction Summary". This unique ID is mentioned in para 1 above.



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27.09.22

(Ashok Sharma)
Jt.General Manager (Materials)
India Security Press,
Nashik Road-422101
Phone No 0253 2402219
For and on behalf of
Chief General Manager,
India Security Press, Nashik Road



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Section II: General Instructions to Tenderer (GIT)

PART I & II: GENERAL INSTRUCTIONS Applicable to all Types of Tenders:

Please refer the link to <https://spmcil.com/uploaddocument/GIT/new.pdf> for further details.

GIT (Total pages: 61)

BIDDERS ARE REQUESTED TO DOWNLOAD 61 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DOCUMENT.

SECTION III: SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail. (Clauses of GIT listed below include a possibility for variation in their provisions through SIT. There could be other clauses in SIT as deemed fit.)

| Sl. No. | GIT Clause No. | Topic | Modify/ Substitute/ Supplement | SIT Provision |
|---------|----------------|--|--------------------------------|---|
| 1 | 3 | Eligible Tenderers | | As applicable |
| 2 | 3.4 | Eligible Goods and Services (Origin of Goods) | | As applicable |
| 3 | 6.1 | The tender documents includes: | Modify | SIT 1 (Mentioned below) |
| 4 | 8 | Prebid Conference | | Not applicable |
| 5 | 9 | Time Limit for receiving request for clarification of Tender Documents | | SIT 2 (Mentioned below) |
| 6 | 10.1 | The Technical bid to be submitted by Tenderer shall contain the following documents, duly filled in, as required | | As applicable |
| 7 | 11.2 | Tender Currency | | As applicable |
| 8 | 12.1 | Tender Prices | | As applicable |
| 9 | 12.2, 33, 36.1 | Schedule wise evaluation | | As applicable |
| 10 | 12.6 | GST details | | As applicable |
| 11 | 16. a) to c) | Documents Establishing Tenderer's Eligibility and Qualifications | Modify | As per Section IX: Qualification / Eligibility Criteria |
| 12 | 18.4, 18.5 | Earnest Money Deposit (EMD) | Modify | SIT 3 (Mentioned below) |
| 13 | 19 | Tender Validity | Modify | SIT 4 (Mentioned below) |
| 14 | 20.4 | Number of Copies of Tenders to be submitted | | SIT 5 (Mentioned below) |
| 15 | 20.8 | Two Bid System | | As applicable |
| 16 | 21 | Submission of Tender | Modify | SIT 6 (Mentioned below) |
| 17 | 24 | Opening of Tender & Evaluation Process | Modify | SIT 7 (Mentioned below) |

SIT 1:- The tender documents includes:- The tender documents includes:

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
4. Section IV - General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)



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6. Section VI - List of Requirements
7. Section VII - Technical Specifications
8. Section VIII - Quality Control Requirements
9. Section IX - Qualification/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII - Vendor Details
13. Section XV - Bank Guarantee Form for Performance Security
14. Section XVI - Contract Form
15. Section XVII: Letter of Authority for attending a Bid Opening
16. Section XVIII: Proforma of Bills for Payments
17. Section XIX: NEFT Mandate

SIT 2: Time Limit for receiving request for clarification of Tender Documents:- A tenderer requiring any clarification or elucidation on any issue of the tender document may take up the same with ISP Nashik in writing or by fax/ e-mail/ post. ISP Nashik will respond in writing to such request provided the same is received by ISP Nashik not later than **21 days prior** to the prescribed date of submission of tender.

SIT 3: Earnest Money Deposit (EMD): Rs.18,400.00 (Rupees Eighteen Thousand Four Hundred Only) EMD must be submitted along with the tender in form of DD/ Bankers cheque/ FDR drawn from any Scheduled Commercial Bank in India only in favor of SPMCIL unit ISP payable at Nashik. The firm who are registered under Micro & Small Enterprises (MSE) for manufacturing of similar item may be exempted from submitting the EMD on producing valid certificate. The certificate should clearly indicates the stores details similar to India Security Press requirement and the validity of the certificate (Valid up to XXXXXX) otherwise, certificate will not be considered for exemption of EMD.

SIT 4: Tender Validity:-

(i) The tenders shall remain valid for acceptance for a period of **120 days after the date of tender opening** prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

(ii) In exceptional cases, the tenderers may be requested by ISP Nashik to extend the validity of their tender upto a specified period. Such request(s) and response thereto shall be conveyed by surface mail or by fax/ e-mail followed by surface mail. The tenderers who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.

(iii) In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for ISP Nashik, the tender validity should automatically be extended upto the next working day.

(iv) Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.



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SIT 5: Number of Copies of Tenders to be Submitted: - Tenderer shall submit their tender in "Original" only

SIT 6: Submission of tender: Techno Commercial Bid and the Price Bid are to be submitted in Two Separate double sealed Envelopes on or before the due date of the submission of the tender as stated below otherwise tender/ bid / quotation shall be liable for rejection.

PART I : Techno-Commercial bid – (First Envelope):

1. Mandatory check list
2. **Earnest Money Deposit (EMD):** Rs.18,400.00 (Rupees Eighteen Thousand Four Hundred Only) EMD must be submitted along with the tender in form of DD/ Bankers cheque/ FDR drawn from any Scheduled Commercial Bank in India only in favor of SPMCIL unit ISP payable at Nashik. The firm who are registered under Micro & Small Enterprises (MSE) for manufacturing of similar item may be exempted from submitting the EMD on producing valid certificate. The certificate should clearly indicates the stores details similar to India Security Press requirement and the validity of the certificate (Valid up to XXXXXX) otherwise, certificate will not be considered for exemption of EMD.
3. The eligibility criteria for the tender are given in **Section IX- Qualification/ Eligibility Criteria**. The bidder has to submit all the desired documents and relevant documentary proof in support of relevant clauses mentioned in Section IX: Qualification/ Eligibility Criteria. The Qualifying Criteria should be submitted in original.
4. The tender has to submit sealed and signed tender document by authorized signatory of the tenderer as a token of acceptance of all section/ terms and conditions of this tender document (GIT, SIT, GCC & SCC, Quality Control Requirement, List of Requirement, Technical Specification, Tender form etc.)

Part-II: Price Bid (Second Envelope)

1. The tenderer shall quote their prices strictly as per the proforma given in Section-XI of the Tender document. No additional/ extra item with price shall be included other than that of **Section XI**.

NOTE:-

- i. The envelopes containing bids shall be super scribed Techno-commercial Bid and Price Bid separately for "Tender no. 6000017806/30/DS10/CAN/MILK/22 DATED: 21.09.2022" for " **PROCUREMENT OF COW MILK (LOOSE) IN SEALED CANS.**". The sealed envelope shall be again put in another bigger envelope and super scribed as tender for "Tender no. 6000017806/30/DS10/CAN/MILK/22 DATED: 21.09.2022" for " **PROCUREMENT OF COW MILK (LOOSE) IN SEALED CANS.**" due on 15:00 hrs at 01.11.2022
- ii. If the tender is not submitted as per above format, offer/ bid/ tender will be liable for rejection.
- iii. Late Tender shall not be accepted. Tenderer shall submit their offer only on prescribed form. Tenders by fax/ email shall not be accepted. Tender by Post/ hand/ courier received on or before the due date and time shall be accepted. Postal delay/ delay by courier services etc. shall not be condoned, what so ever reason may be.
- iv. Those bidders, who wish to attend the bid opening at any stage, may authorize their personnel with authority letter (duly signed and stamped) in the format given in Section XVII of this tender document. No



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personnel will be allowed to participate in the bid opening without having authority letter in the above format.

SIT-7: Evaluation Criteria:

- 7.1 In the first instance, the Qualifying Criteria of the Techno-commercial part of Tender document will be considered for the evaluation. These offers/ bid will be scrutinized and evaluated by the committee/ authority with reference to the parameters prescribed in the eligibility criteria (**Section IX**).
- 7.2 In the Second stage, the Price Bid of only the techno-commercial qualified offers will be opened for further scrutiny and evaluation. The evaluation criteria for awarding the contract shall be to L1 bidder as per **Section-XI Price Bid**.



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SECTION IV: GENERAL CONDITION OF CONTRACT (GCC)

Please refer the link <https://spmCIL.com/uploaddocument/GCC/new.pdf> for further details

GCC (Total pages: 36)

BIDDERS ARE REQUESTED TO DOWNLOAD 35 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DCOUMENT.

Section V: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify/ substitute/ supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

(Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit)

| S. No | GCC Clause No. | Topic | Modify/ Substitute/ Supplement | SCC Provision |
|-------|---------------------|----------------------------|--------------------------------|-------------------------|
| 1 | 6.1, 6.2, 6.3 & 6.5 | Performance Bond/ Security | Modify | SCC 1 (Mentioned below) |
| 2 | 16.2, 16.4 | Warrantee Clause | | As Applicable |
| 3 | 19.3 | Option Clause | Modify | SCC 2 (Mentioned below) |
| 4 | 21. | Taxes and Duties | Modify | SCC 3 (Mentioned below) |
| 5 | 22 | Terms and Mode of payments | Modify | SCC 4 (Mentioned below) |
| 6 | 24.1 | Quantum of LD | | SCC 5 (Mentioned below) |
| 7 | 33.1 | Resolution of Disputes | | As applicable |

SCC-1: Performance Bond/ Security:

- (i) If value of contract is more than 2.5 lakhs the successful bidder has to submit Performance Bond/ Security equivalent to 3% of the order(s) value, valid for a period of 60 days beyond the completion of all contractual obligations including warranty period, within 21 days from the date of issue of Letter of Intent.
- (ii) The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
 - a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of India Security Press, Unit SPMCIL.
 - b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV of this document.

SCC 2: Option Clause: The purchaser reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of delivery period.

SCC 3: Taxes and Duties:- Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to SPMCIL. If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.

SCC 4: Terms and Mode of payments:-The payment terms is on Monthly basis and will be paid 100% within 30 days after monthly receipt, inspection and acceptance of Milk by the Purchaser as per the delivery of milk and on production of all required documents by the supplier. The tenderer shall give his consent in a mandate form for receipt of payment through NEFT (Section XIX).



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SCC 5: Quantum of LD:- Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, ISP shall, without prejudice to other rights and remedies available to ISP under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the $\frac{1}{2}\%$ percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply. In all such cases GST would also be applicable on LD.

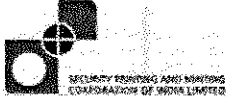
Section VI: List of Requirements

| Sch. No. | Brief Description of Goods/ services | Quantity (with unit) | Earnest Money (in Rs) |
|----------|--|----------------------|--|
| 1 | PROCUREMENT OF COW MILK (LOOSE) IN SEALED CANS | 20,000 Ltr | Rs. 18,400.00 (Rupees Eighteen Thousand Four Hundred Only) |

2.

| | | | |
|-----|----------------------------------|---|--|
| (a) | Required Delivery Schedule | : | 65 Ltrs. on every working day OR As and when required by ISP Canteen. (Delivery at ISP Canteen between 6.30 am to 6.45 am on every working day). |
| (b) | Required Terms of Delivery | : | FOR ISP, Nashik Basis. |
| (c) | Destination | : | India Security Press, Nashik Road-422 101. Maharashtra, India |
| (d) | Preferred mode of transportation | : | By Road |

4. All the copies of tenders shall be complete in all respects with all their attachments/ enclosures duly numbered and signed on each and every page.
5. The total cost inclusive of all elements as cited above on FOR India Security Press, Nashik Road (Maharashtra), India, basis should be indicated clearly both in words and figures in the price bid.
6. Price bid should be submitted as per section XI of this tender document. Rate quoted should be on firm price basis. Vague offers like duties as applicable shall not be considered.
7. **RISK PURCHASE:**
 - (a) If the supplier after submission of tender and due acceptance of the same, i.e. after placement of notification of award of contract fails to abide by the terms and conditions of these tender documents, or fails to supply the goods/services as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to Forfeiture of the EMD and Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure goods/services from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier along with other incidental charges, including excise duty, taxes, insurance, freight etc.
 - (b) For all the purpose the Notification of award of contract will be considered acceptance of tender and formal contract pending signing of agreement. Supplier has to abide by all the terms and conditions of tender.
 - (c) In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the supplier.
8. **Fall Clause:**
If the contract holder reduces its price or sells or even offers to sell the contracted goods/services, following condition of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of contract, the contract price will be automatically reduced



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with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanor under clause of the GIT and action, as appropriate, would be taken as per provision of that clause.

9. The Bidder has to submit the Check list as per Format given below along with the Techno-Commercial Bid (First Envelope):

| Sr. No. | Description | Submitted /Not Submitted | Page No. |
|---------|--|--------------------------|----------|
| 1) | EMD: Rs.27,600/- | | |
| 2) | Documentary evidence towards Experience as per clause 1 of section IX (as applicable). | | |
| 3) | Documentary evidence towards Capability as per clause 2 of section IX (as applicable). | | |
| 4) | Documentary evidence towards Financial standing as per clause 3 of section IX (as applicable). | | |
| 5) | Undertaking as per clause 4. (i) and (ii) of Section IX | | |
| 6) | All pages of the tender documents (including GIT, GCC, SIT, SCC, List of requirements, Technical specification, quality requirements, etc.) duly signed and stamped by the Authorized signatory of the bidder. | | |
| 7) | Adherence to the Technical Specification as per Section VII on Bidder's Letter Head and other required information. | | |
| 8) | Adherence to the Quality Control Requirements as per Section VIII on Bidder's Letter Head. | | |
| 9) | Adherence to the Delivery Schedule as per Section VI on Bidder's Letter Head. | | |
| 10) | Duly filled section X: Tender firm alongwith required | | |
| 11) | Vendor details as per section XII: alongwith required documents | | |
| 12) | NEFT Mandate as per section XIX | | |

8. The Bidder has to submit the Check list as per Format given below along with the Price Bid (Second Envelope):

| Sr. No. | Description | Submitted / Not Submitted | Page No. |
|---------|-----------------------------------|---------------------------|----------|
| 1. | Duly filled Section XI: Price bid | | |



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SECTION VII: TECHNICAL SPECIFICATIONS

Specification for Cow Milk:-

- 1. Fat Content Minimum 3.5%**
- 2. Milk should not spoil on heating.**
- 3. If milk found unsuitable, no payment will be made.**

Preferred Brand of cow milk - Amul, Rajhans, Gokul



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Section VIII: Quality Control Requirements

1. The material supplied by the successful bidder will be inspected/tested as per the parameters mentioned in Section VII: Technical Specification of tender document. The purchaser reserves the right to get the material supplied tested from in-house laboratory or any other laboratory of repute and in case the material is found not meeting the specification, the purchaser shall be entitled to cancel the contract, and if so desired, purchase or otherwise the purchase of the stores at the risk and cost of the contractor

Section IX: Qualification/ Eligibility Criteria

The Firm shall be the minimum eligibility criteria for selection of bidders technically:-

1. **Experience and past performance:-** The bidder firm should have supplied milk at least **8000 Ltrs.** of Cow Milk to any organization in any one year during last five years ending with 31st March 2022.

Note: In proof of having fully adhered to minimum criteria attested copy of experience certificate/ Supply Order/ Purchase Order issued by the parties to whom the material / service has been supplied /rendered.

Note: *"MSEs and Startup firms are exempted for Experience and Past experience criteria"*.

2. **Capability:-** The Bidder firm must have an annual capacity to supply at least 8000 Ltrs. of Cow Milk.

3. **Financial standing:**

(i) Average Annual Turnover of the Bidder firm during last three financial years i.e. 2019-2020, 2020-2021 and 2021-2022 should be atleast Rs.3,68,000/- as per the audited balance sheet and profit & loss account of the last three financial years i.e. 2019-2020, 2020-2021 and 2021-2022, duly authenticated by a Chartered Accountant/Cost Accountant in India.

Note: *"MSEs and Startup firms are exempted for Average Annual Turnover criteria"*.

(ii) The bidder should not have suffered any financial loss for more than one year during the last three years i.e. 2020, 2020-2021 and 2021-2022.

a. The net worth of the bidder should not be negative on 31st March 2022.

b. The networth should not have eroded by more than 30% in the last three years i.e., 2019-2020, 2020-2021 and 2021-2022.

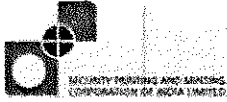
4. **Undertaking:**

(i). The firm should give undertaking that, "We have not been black-listed/ debarred for dealing with any Gov. Organization in the past".

(ii). The firm should give undertaking that, "We agree to withdraw all the deviations, if any, unconditionally and accept all the terms and conditions of the tender document including the technical specifications".

Note:

1. Bidders are requested to submit the documentary evidence as required above along with the bid / tender documents and all the pages should be signed and stamped by Authorized signatory along with page numbering.
2. No further correspondence will be made with the bidders for shortfall of documents, if any; such offers with partial submission of documents will be summarily rejected.



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3. Bidders have to submit GIT, GCC documents after downloading from the link provided at Section II & IV of this tender document, duly signed and stamped by authorized person along with this tender document, failing which its tender may be liable for rejection.

Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria. Non-Submission or incomplete submission of documents may lead to rejection of offer.



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Section X: Tender Form

Date.....

To

.....
.....
.....

(complete address of SPMCIL)

Ref: Your Tender document No. dated

We, the undersigned have examined the above-mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (description of goods and services) in conformity with your above referred document for the sum shown in the price schedule(s), attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance for a period upto -----, as required in the GIT clause19, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44

of the GIT.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We also solemnly declare as under:

1. MSMEs Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- (a) Company /Partnership Firm /Proprietary Concern / Society/Trust / NGO/Others (Please Specify):.....
- (b) Micro/ Small / Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:....
- (c) Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):.....
- (d) MSME Registration no. (with copy of registration):.....
- (e) Udyog Aadhaar Memorandum no.....
- (f) Whether Proprietor/ Partner belongs to SC/ ST or Women category.
(Please specify names and percentage of shares held by SC/ST Partners):.....

2. Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP_MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

- (a) Self-Certification for category of supplier:
 - o Class-I Local Supplier/
 - o Class-II Local Supplier/



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- Non-Local Supplier.

(b) We also declare that

- There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for offered product, or
- We do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under this order.

3. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

Having read and understood the Order (Public Procurement No. 1) issued vide F.No.6/18/2019-PPD dated 23rd July 2020 (and its amendments if any) by Department of Expenditure, Ministry of Finance under the above provision and solemnly declare the following:

- We do not belong to any Country whose bidders are notified as ineligible under this order

4. Debarment Status: Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Deptts. of Government of India or by any State Govt:

- Yes (with period of Ban)
- No, We, solemnly declare that neither we nor any of our affiliates or subsidiaries – including subcontractors or suppliers for any part of the contract – do not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations.

5. Penalties for false or misleading declarations: I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of code of Ethics and would attract penalties as mentioned in this tender document, including debarment.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign tender for and on behalf of

.....
.....



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Section XII: Vendor Details

The tenderer should furnish specific details mentioned below. In case a question/ issue does not apply to a tenderer, the same should be answered with the remark "not applicable".

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or misleading answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

1. Vendor/ Contractor particulars:

- (a) Name of the Company:.....
- (b) Corporate Identity No. (CIN):
- (c) Registration if any with SPMCIL:
- (d) Complete Postal Address:
- (e) Pin code/ ZIP code:
- (f) Telephone nos. (with country/area codes):
- (g) Fax No.: (with country/area codes):
- (h) Cell phone Nos.: (with country/area codes):
- (i) Contact persons /Designation:
- (j) Email IDs:

2. Taxation Details:

- (a) PAN number:
- (b) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):
- (c) GSTIN number:
- (d) Registered Address as per GST registration and Place of Delivery for GST Purpose:
- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

We solemnly declare that our GST rating on the GST portal / Govt. official website is NOT negative / blacklisted during the last three financial years.

.....
(Signature with date)

.....

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)
For and on behalf of

.....

(Name, address, and stamp of the tendering firm)



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Section XIII: Bank Guarantee Form for EMD

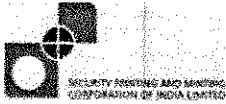
Not Applicable



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Section XIV: Manufacturer's Authorization Form

Not Applicable



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Section XV: Bank Guarantee Form for Performance Security

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND
(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)**

Ref Date

Bank Guarantee No

To,

(Insert Name & Address of the Purchaser)

Dear Sir,

1. Against contract vide Notification for Award of the Tender No dated covering supply of (hereinafter called the 'contract') entered into between the *(insert name of Purchaser)* (herein after called as the Purchaser) and M/s. (here in after called the 'Contractor'), this is to certify that, at the request of the Contractor, we *(name of the bank)*, are holding in trust in favour of the Purchaser, the amount of *(write the sum here in words)*, to indemnify and keep indemnified the Purchaser, against any loss or damage that may be caused to, or suffered by the Purchaser, by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor; and the amount of loss or damage that has been caused or suffered by the Purchaser, shall be final and binding on us, and the amount of the said loss or damage shall be paid by us, forthwith on demand and without demur to the Purchaser.

2. We *(name of the bank)*, further agree that, the guarantee herein contained, shall remain in full force and effect, for sixty days after the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later, i.e. till, (hereinafter called the 'said date') and that if any claim accrues or arises against us *(name of the bank)*, by virtue of this guarantee before the said date, the same shall be enforceable against us *(name of the bank)*, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us *(name of the bank)*, by the Purchaser, before the said date. Payment under this bond of guarantee shall be made promptly, upon our receipt of notice to that effect, from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we *(name of the bank)*, undertake not to revoke this guarantee during its currency, without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser, any money so demanded, notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceeding pending before any Court or Tribunal, relating thereto, our liability under this present, being absolute and unequivocal. The payments so made by us under this bond, shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us, for making such payments.

5. We..... *(name of the bank)*, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract, or to extend time of performance by the Contractor, from time to time, or to postpone for any time or form, time to time, any of the powers exercisable by the Purchaser, against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we..... *(name of the bank)*, shall not be released from our liability under this



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guarantee, by reason of any such variation or extension being granted to the said Contractor, or for any forbearance and/or omission on the part of the Purchaser, or any indulgence by the Purchaser towards the said Contractor, or by any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date

Place

Signature
(Printed Name)
(Designation)

Witnesses

(Bank's Common Seal)



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Section XVI: Contract Form

(Address of SPMCIL's office issuing the contract)

Contract No..... dated.....

This is in continuation to this office' Notification of Award No..... dated

1. Name & address of the Supplier:
2. SPMCIL's Tender document No..... dated..... and subsequent Amendment No....., dated..... (If any), issued by SPMCIL
3. Supplier's Tender No..... dated..... and subsequent communication(s) No..... dated (If any), exchanged between the supplier and SPMCIL in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) SPMCIL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section - V - 'General Conditions of Contract' of SPMCIL's Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

| Schedule No. | Brief description of goods/ services | Accounting unit | Quantity to be supplied | Unit Price (in Rs.) | Total price |
|--------------|--------------------------------------|-----------------|-------------------------|---------------------|-------------|
| | | | | | |
| | | | | | |

Any other additional services (if applicable) and cost there of:

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s), and place(s) of conducting inspections and tests.
 - (b) Designation and address of SPMCIL's inspecting officer
 - (v) Destination and despatch instructions
 - (vi) Consignee, including port consignee, if any
 - (vii) Warranty clause



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- (viii) Payment terms
- (ix) Paying authority

.....
(Signature, name, and address of SPMCIL's authorized official)

For and on behalf of.....

Received and accepted this contract

(Signature, name, and address of the supplier's executive duly authorized to sign
on behalf of the supplier)

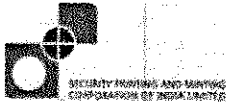
For and on behalf of

(Name and address of the supplier)

.....
(Seal of the supplier)

Date:

Place:



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**Section XVII: Letter of Authority for attending a
Bid Opening**

The General Manager

Unit Address

Subject: Authorization for attending bid opening on _____ (date) in the Tender of _____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

| Order of Preference | Name | Specimen Signatures |
|---|------|---------------------|
| I. | | |
| II. | | |
| Alternate Representative | | |
| Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder. | | |

Note:

1. Maximum of two representatives will be permitted to attend pre-bid conference/ bid opening. In cases where it is restricted to one, first named representative will be allowed to attend. Alternate representative will be permitted when regular representatives are not able to attend.
2. In case of pre-bid conference, self-attested copy of proof of purchase of Bid documents, in the name of the bidder must be enclosed with this authorization, without which entry would be refused. Bid documents would be available for sale at the site also.
3. Permission for entry to the hall where even is held may be refused in case authorization as prescribed above is not produced.



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Section XVIII: Proforma of Bills for Payments

(Refer Clause 22.6 of GCC)

Name and Address of the Firm.....

Bill No..... Dated.....

Purchase order.....No.....Dated.....

Name and address of the consignee.....

| S. No | Authority for purchase | Description of Stores | Number or quantity | Rate Rs. P. | Price per Rs. P. | Amount |
|-------|------------------------|-----------------------|--------------------|-------------|------------------|--------|
| | | | | | | |
| Total | | | | | | |

1. GST/ CGST/ SGST/ UTGST/ IGST Amount
2. Freight (if applicable)
3. Excise Duty (if applicable)
4. Packing and Forwarding charges (if applicable)
5. Others (Please specify)
6. PVC Amount (with calculation sheet enclosed)
7. (-) deduction/Discount
8. Net amount payable (in words Rs.)

Dispatch detail RR No. other proof of despatch.....

Dated.....(enclosed)

Inspection Certificate No.....Dated.....(enclosed)

Place and Date

Received Rs.....
Rupees).....

We solemnly certify that:

a. Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.

b. Goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.

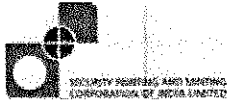
c. We are registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.

d. This bill form / invoice is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules has been sent to the Purchaser as and when deliveries are made to the consignee.

e. that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier



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Section XIX: NEFT Mandate

(Refer clause 22.2 of GCC)

From: M/s. Date:

To:

(Insert Name and Address of Purchaser's Paying Authority as per NIT Clause 1)

Sub: NEFT payments

We refer to RBI's NEFT scheme. Our mandate SPMCIL for making payments to us through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

| | | |
|----|--------------------------------|--|
| 1 | Name of City | |
| 2 | Bank Code No. | |
| 3 | Branch Code No. | |
| 4 | Bank's Name | |
| 5 | Branch Address | |
| 6 | Branch Telephone / Fax No. | |
| 7 | Supplier's Account No. | |
| 8 | Type of Account | |
| 9 | IFSC code for NEFT | |
| 10 | IFSC code for RTGS | |
| 11 | Supplier's name as per Account | |
| 12 | MICR Code No. | |

In Lieu of Bank Certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your bank passbook issued by your bank for verification of the above particulars.

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option intimation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date

Signature of the Customer

Certified that the above particulars are correct as per our record.

Stamp and
Signature of authorized
official of the bank



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Section XX: Integrity Pact

Not Applicable

