



SECURITY PRINTING PRESS

A Unit of Security Printing & Minting Corporation of India Limited (Wholly owned by Government of India)

Mint Compound, Saifabad, Hyderabad-500063

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Not Transferable

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**TENDER DOCUMENT FOR PURCHASE OF: HIRING OF AN AGENCY
FOR REFILLING OF COOKING GAS CYLINDER 19 KGS - QTY 180 NOS**

**Tender Number: 6000017009 /SPPH/A-II/E-237/2021/3748,
Dated: 05.01.2022**

This Tender Document Contains 34 Pages.

Tender Document is sold to:

The Bidder, (104573)
INDIA

Details of Contact person in SPMCIL regarding this tender:

Name: SAYAN MITRA BARUA

Designation: Manager (TO)

Address: SPPH (Security Printing Press, Hyd)
India

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 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.

Section1: Notice Inviting Tender (NIT)

6000017009 /SPPH/A-II/E-237/2021

05.01.2022

(SPMCIL's Tender SI No.)

(Date)

1. Sealed tenders are invited from eligible and qualified tenderers for supply of following goods & services:

Sch d. No.	Brief Description of Goods/services	Quantity (with unit)	Earnest Money (In Rupee)	Remarks
1	Refilling of cooking gas cylinder 19kg CMZZ000175	180.000 EA	0.00INR	LATE QUOTATIONS WILL NOT BE ACCEPTED
Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)			TWO-BID National Competitive Bid	
Dates of sale of tender documents:			From to during office hours.	
Place of sale of tender documents			NOT APPLICABLE	
Closing date and time for receipt of tenders			08.02.2022 10:45:00	
Place of receipt of tenders			TENDER BOX AT SECURITY GATE, SPP, HYD	
Time and date of opening of tenders			08.02.2022 11:00:00	
Place of opening of tenders			ADMIN BLOCK, SPP, HYDERABAD	
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)			Kishor Pundlikrao Khandekar Manager (Materials)	

2. Description: Hiring of an Agency for Refilling of Cooking Gas Cylinder 19kg - Qty 180 Nos as per Section VII "Technical Specifications".

3. Validity of tenders should be for 120 days from the date of opening Tenders.

4. 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.

5. 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).

6. Interested tenderers may obtain further information about this requirement from the above office. They may also visit our website <https://spphyderabad.spmcil.com> for further details.

7. 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).

8. 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 e-Procurement 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.

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

10. The tender documents are not transferable.

11. 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).

12. Undersigned confirms that the required goods mentioned above are not available on GeM as per #GeM - Availability Report and Past Transaction Summary# (GeM -AR&PTS). This unique ID is

a. mentioned in para 1 above or

b. It is not possible to extract GeM - AR&PTS report due to urgency or non-functioning of GeM at that time or due to non-availability of internet connection

sd/-

(Sayan Barua)
Manager(TO) & CPSO
FOR CHIEF GENERAL MANAGER
Security Printing Press,
Saifabad, Hyderabad, Telangana - 500 063
Ph.No.040 - 23253621 / 23253611
FAX: (+) 91-40-2345 6687
Email: spp.hyd@spmcl.com

.....

.....

(Name Designation, Address telephone number etc
of the officer signing the document)

For and on behalf of

.....

Section II: General Instructions to Tenderers (GIT)

Part 1: General Instructions Applicable to all type of Tenderers

Please click here or refer to the following link for further details on the instructions of GIT
<https://spmCIL.com/uploaddocument/GIT/new.pdf>

The tenderer is advised to go through the GIT & understand the instructions.

The tenderer shall stamp & sign this page as an acceptance towards the instructions of GIT during submission of the tender document.

Failure to do so will make the bid liable for rejection.

If the bidder or any representative of the bidder wants to attend the Bid opening then that person should carry with him /her the letter of Authority in the same format as Section XVII of SBD to be produced at the time of Bid opening and before the bids are opened.

Undertaking:-

I/We hereby submit that I/we have read and understood the General Instructions to Tenderers in Section II of the Standard Bidding Document and abide by the same.

Signature:.....

Name:

Company Seal:

Place:

Date:

Section III: Specific 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.)

Sr No	GIT Clause No.	Topic	SIT Provision
01	4	Eligible Goods and Services (Origin of Goods)	All goods and services to be supplied shall have their origin in India.
02	8	Prebid Conference	Not Applicable
03	9	Time Limit for receiving request for clarification of Tender Documents	A tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with SPP Hyd in writing or by fax/e-mail/post. SPP Hyd will respond in writing to such request provided the same is received by SPP hydnot later than 21 days prior to the prescribed date of submission of tender. In case the clarifications are not given by SPP Hyd in stipulated time frame then the bidder must strictly follow the tender terms and conditions.
04	11.2	Tender Currency	INR, Supplier is requested to quote price within 2 Decimal place.Quotation with price quote beyond 2 decimal place is ignored.
06	14	PVC Clause & Formula	No price variation will be permitted.
07	19	Tender Validity	120 days
08	20.4	Number of Copies of Tenders to be submitted	One Original Set to be submitted
09	20.9	E-Procurement	Not Applicable
10	35.2	Additional Factors for Evaluation of Offers	Not Applicable
11	43	Parallel Contracts	Not Applicable
12	50.1, 50.3	Tender For rate Contracts	Not Applicable
13	51.1, 51.2	PQB Tenders	As per Section IX
14	52.1, 52.3, 52.5	Tenders involving Purchaser#s and Pre-Production Samples	Not Applicable
15	53.4, 53.5, 53.7	EOI Tenders	Not Applicable
16	54.3.1, 54.5.2	Tenders for Disposal of Scrap	Not Applicable
17	55.2, 55.3, 55.7, 55.8	Development/ Indigenization Tenders	Not Applicable

Section IV: General Conditions of Contract (GCC)

Please click [here](https://spmciil.com/uploaddocument/GCC/new.pdf) or refer to the following link for further details on the instructions of GCC.
<https://spmciil.com/uploaddocument/GCC/new.pdf>.

The tenderer is advised to go through the GCC & understand the instructions.

The tenderer shall stamp & sign this page as an acceptance towards the instructions of GCC during submission of the tender document.

Failure to do so will make the bid liable for rejection.

If the bidder or any representative of the bidder wants to attend the Bid opening then that person should carry with him /her the letter of Authority in the same format as Section XVII of SBD to be produced at the time of Bid opening and before the bids are opened.

Undertaking:-

I/We hereby submit that I/we have read and understood the General Conditions of Contract in Section IV of the Standard Bidding Document and abide by the same.

Signature:.....

Name:

Company Seal:

Place:

Date:

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)

Sl.No	GCC Clause No.	Topic	SCC Provision
06	16.2, 16.4	Warrantee Clause	Applicable
07	19.3	Option Clause	Applicable
08	20.1	Price Adjustment Clause	No Price Adjustment Allowed.
09	21.2	Taxes and Duties	08 Digit HSN code for material should be provided. GST% should also be mentioned for the item. GST registration number of the firm should also be mentioned.
10	22, 22.1, 22.2, 22.4, 22.3, 22.6	Terms and Mode of payments	Payment will be made within 30 days after receipt and acceptance of the material by SPPH.
11	24.1	Quantum of LD	Applicable
12	25.1	Bank Guarantee and Insurance for Material Loaned to Contractor	Not Applicable
13	33.1	Resolution of Disputes	GCC clause 33.2, venue of all arbitration will be Hyderabad
14	36.3.2, 36.3.9	Disposal/ Sale of Scrap by Tender	Not Applicable

Section VI: List of Requirements

Schedule No.	Breif Description of goods and services (Related Specifications etc.are in Section-VII)	Accounting Unit	Quantity	Amount of Earnest Money	Remarks
1	CMZZ000175 Refilling of cooking gas cylinder 19kg	EA	180.000	0.00INR	LATE QUOTATIONS WILL NOT BE ACCEPTED

2. Description: Hiring of an Agency for Refilling of Cooking Gas Cylinder 19kg - Qty 180 Nos as per Section VII "Technical Specifications".

3. Delivery Period: Refilling of Cooking Gas 180 Cylinders contains 19 kgs gas in each cylinder for one year. The cylinders will be refilled as and when required by the canteen on the basis of the empty cylinders available with SPPH.

SPPH reserves the right to change the delivery schedule as per the requirement.

4. Only the firms agreeing to the above mentioned delivery schedule, will be considered for this tender.

5. All the copies of tenders shall be complete in all respects with all their attachment/enclosures duly numbered and signed on each and every page.

6. Price bid should be submitted as per format in Section XI. Rate quoted should be on firm price basis. Vague offers like duties as applicable will not be considered.

7. The firm should not have been blacklisted /debarred for dealing by Government of India/State Government / PSU / SPMCIL / RBI / BRBNMPL / BNPMIPL in any manner and an undertaking should be submitted along with the Bid to this effect.

8. Payment terms : Payment will be made within 30 days after receipt and acceptance of the material by SPPH.

9. The Public Procurement Policy for MSEs order 2012 and Amendment Order 2016 and 2018 is applicable.

10. The tender fee amount is exempted for MSEs in compliance with Public Procurement Policy for MSEs order, 2012, provided that the tendered item is listed in registration certificate. Also the firm needs to provide a proof regarding current registration which should be valid on the date of Tender opening.

11. The successful bidder will be required to pay 3% of the value of the contract to Security Printing Press, Hyderabad, India as a Performance Security. Performance Bond/Security Deposit shall be valid up to 14 months from the date of issue including the warranty period in the form of Demand Draft or Bank Guarantee from a Scheduled Commercial Bank in India.

12. The successful bidder will be issued the Notification of Award of Contract.

13. After issue of Notification of Award of Contract the firm has to submit the Performance Security within 21 days from issue of Notification of Award of Contract. Upon submission of the Performance security the Purchase Order shall be issued to the firm within 7 days.

14. LICENSES AND PERMITS : Wherever applicable, the successful bidder shall ensure himself and also satisfy

the Chief General Manager, Security Printing Press, Hyderabad, a Unit of Security Printing And Minting Corporation of India Limited, that the successful bidder possesses the legal license / permit to use a particular product / process / design / patent. The successful bidder shall be held responsible for all the civil/criminal and tortuous consequences arising from any claim from any third party in this regard.

15. RISK PURCHASE: (a) If the supplier after submission of tender and due acceptance of the same i.e. after issue of Notification of Award of Contract fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:

i: Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores 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 taxes, insurance 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 onto the supplier.

Required Delivery Destination: Security Printing Press,
Mint Compound, Saifabad
Hyderabad 500063, Telangana

16. Mode of transport: By road through a registered common carrier only. All the deliveries shall be accompanied with the E-Way Bill as per government norms.

17. LIQUIDATED DAMAGES: 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, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% 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.

18. SUBMISSION OF TENDER: One Set of Techno-commercial bid and price bid are to be submitted in two separate double sealed envelopes on or before the due date of submission of tenders. It may be noted that the price is not to be quoted in the techno-commercial bid and shall only be quoted in price bid. Non-adherence to this shall make tender liable for rejection. The envelopes containing bids shall be superscribed as "Techno-commercial bid" and "Price bid", as the case may be, for - "Hiring of an Agency for Refilling of Cooking Gas Cylinder 19kg - Qty 180 Nos". The sealed envelopes shall again be put in another sealed cover and should be superscribed as - "Hiring of an Agency for Refilling of Cooking Gas Cylinder 19kg - Qty 180 Nos" along with the tender number and due date as per Section 1 (NIT). Late tenders shall not be accepted. Tenderers shall submit their offers only on prescribed forms. Tender by telegram/fax /e-mail 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 service etc. shall not be condoned after the due date and time. Tenders shall be submitted in parts as below:

PART - I: TECHNO-COMMERCIAL BID:

a) Earnest Money Deposit: The bidder should submit undertaking along with offer stating that "The bidder shall abide by terms and conditions of the tender and will not withdraw / amend his offer/bid during the validity of the tender".

b) Non-Blacklist Declaration - The firm should not have been blacklisted /debarred for dealing by Government of

India/State Government / PSU / SPMCIL / RBI / BRBNMPL / BNPMIPL in any manner and an undertaking should be submitted along with the Bid to this effect.

c) The bidder should furnish the firm's name, full postal address (Works and office), Phone Number and Fax Number; Name of the authorized contact person and e-mail address for manufacturer, agent (if applicable).

d) The bidder shall submit detailed technical offer as per technical specifications given in Section VII and list of requirement given in Section VI of this tender document.

e) The bidder has to submit acceptance of all section of this tender document (GIT, SIT, SCC, GCC, Quality control requirements, Tender form, Questionnaire, etc.) and affix office stamp of their company and put signature on each page of tender document.

f) The bidder firm shall submit the Price Bid mentioning HSN code and GST percentage as applicable, but EXCLUDING THE ACTUAL PRICE. Mentioning the Price anywhere in the Techno-commercial Bid will lead to disqualification of the firm from the tender evaluation process.

g) The bidder firm shall submit GST certificate, Bank Account Details and Cancelled Bank Cheque (Photo Copy).

h) The firm should submit the following undertaking "we agree to withdraw all the deviations, if any, unconditionally and accept the terms and conditions of the tender document including the technical specifications."

i) The firm should submit the following undertaking that "the information given in the documents are correct and the bidder is aware that in case any information provided is found to be false at a later stage, SPP reserves the right to reject/disqualify the bidder at any stage of the tendering process without assigning any reason".

PART - II - PRICE BID:

a) The bidder shall quote the prices strictly as per the proforma given in Section-XI of the tender document.

19. OPENING OF TENDERS AND EVALUATION: In the First stage, the Techno-Commercial bids will be opened at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document. Subsequently, in the Second stage the Financial/ Price bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Intimation regarding opening of Financial/ Price bids shall be given to technically acceptable tenderers to enable them to attend the financial bid opening, if they so desire. The person who wish to attend the bid opening process may be present along with the Letter of Authority as per Section XVII of SBD in person failing which the person shall not be allowed to attend the same. Finally the bidder whose quotation as in the Price Bid for the supply of the tendered quantity is lowest i.e., total of all line items after considering all the applicable taxes and duties on F.O.R. Security Printing Press, Hyderabad basis shall be issued the Notification of Award of Contract.

20. Tender cancellation : The Chief General Manager, Security Printing Press, Hyderabad, India reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

21. Any dispute in the matter will be under Hyderabad (Telangana) Jurisdiction only.

22. No revised quotation will be permitted during the validity of the tender.

23. No conditional tender shall be accepted.

24. Fall Clause: If the supplier reduces its price or sells or even offers to sell the contracted goods, following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organisation during the currency of the contract, the contract price will be automatically reduced 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.

25. Termination of Contract: Security Printing Press, Hyderabad may at any time terminate the contract by giving two months prior notice in writing to that effect and shall have the liberty to appoint any other agency to carry out your

obligation under this contract.

26. Cancellation of Contract for Default:

Without prejudice to any other remedy for breach of contract, like removal from the list of registered supplier, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:

- (i) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted.
- (ii) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.

27. Termination of Contract for Convenience: After placement of contract, there may be some unforeseen situation compelling SPMCIL to cancel the contract. In such a case, a suitable notice is to be sent to the supplier for cancellation of the contract, in whole or in part, for its (SPMCIL's) convenience, inter alia, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the supplier may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect are to be incorporated in the tender document as well as in the resultant contract.

28. Make in India order 2017 and its amendment dated 04th June 2020 is applicable.

Important instructions for "Local Supplier":

i) **Minimum Local Content:** The local content requirement to categorize a supplier as 'Class-I Local Supplier'/ 'Class-II Local Supplier'/ 'Non-Local Supplier' shall be as defined in the Para"2" of the Order No. P-45021/2/2017-PP(BE-II) dated 04th June,2020 issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.

ii) **Verification of Local Content:**

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

In cases of Procurement for a value in excess of Rs.10 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage (%) of local content.

Section VII: Technical Specifications

Procurement of refilling of Cooking Gas 180 cylinders contains 19 kgs gas in each cylinder for one year. The cylinders will be refilled as and when required by the canteen on the basis of the empty cylinders available with SPPH.

As per availability of empty cylinders or as per requirement of Canteen, SPPH and till completion of the quantity or one year from the date of P.O.

The price is inclusive of taxes.

The above price of LPG cylinder may changed by the petroleum companies as per the instruction of the Government of India on the first of every month.

Section VIII: Quality Control Requirements

The material / services will be accepted strictly as per Section VII - Technical Specifications. If any defects are observed or the material / service found unsuitable, then the same will be rejected and replace the same at supplier's / Service Provider's own risk and cost.

Section IX: Qualification/Eligibility Criteria

Eligibility Criteria for "Hiring of an Agency for Refilling of Cooking Gas Cylinder 19kg"

1. Experience and past performance:

The bidder should have experience of having successfully refilling of cooking gas cylinder.

Documentary proof should be provided for the same until date of issue of tender.

Note: The Experience and Past experience criteria is exempted for Startups and Micro and Small Enterprises.

3. The bidder should submit PAN Card and GST Certificate.

4. Other Documents:

i. The bidder has to submit acceptance of all section of this tender document (GIT, SIT, SCC, GCC, Quality control requirements, Tender form, Questionnaire, etc.) and affix office stamp of their company and put signature on each page of tender document.

ii. The bidder should submit following undertakings:

a) Earnest Money Deposit: The bidder should submit undertaking along with offer stating that "The bidder shall abide by terms and conditions of the tender and will not withdraw / amend his offer/bid during the validity of the tender".

b) Non-Blacklist Declaration - The firm should not have been blacklisted /debarred for dealing by Government of India/State Government / PSU / SPMCIL / RBI / BRBNMPL / BNPMIPL in any manner and an undertaking should be submitted along with the Bid to this effect.

c) The firm should submit the following undertaking "we agree to withdraw all the deviations, if any, unconditionally and accept the terms and conditions of the tender document including the technical specifications."

d) The firm should submit the following undertaking that "the information given in the documents are correct and the bidder is aware that in case any information provided is found to be false at a later stage, SPP reserves the right to reject/disqualify the bidder at any stage of the tendering process without assigning any reason".

Note: Bidders have to furnish stipulated documents in support of fulfillment of above Eligibility Criteria signed by authorized signatory. Non-submission or incomplete submission of above required documentary evidence may lead to rejection of offer.

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 clause 19, 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:
 - ☐ Class-I Local Supplier/
 - ☐ Class-II Local Supplier/
 - ☐ 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

.....
.....

Section XI: Price Schedule

OFFER FORM for Tender No 6000017009/SPPH/A-II/E-237/2021/3748, dated 05-01-2022

Date of opening: 08-02-2022; Time 11:00 hrs

(This proforma is to be used only for offers of indigenous goods by Indian Bidders. All prices to be in Indian Rupees)

We hereby certify that we are established firm of manufacturers / authorised agents of M/s..... with factories at which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of Security Printing Press, Hyderabad.

We hereby offer to supply the following items at the prices indicated below:

Schedule No	Description	Specification	Unit	Qty	Total Price per unit (In Indian Rupees) See table below for Break-up of Price	Total value of offer (in Indian Rupees)	Terms of Payments	Delivery Period	Gross weight and dimensions of package per unit
1	2	3	4	5	6	7	8	9	10
1	Refilling of Cooking Gas Cylinder 19 kgs	As per Sec-VII, Technical Specifications	Nos	180 Nos			Payment will be made within 30 days after receipt and acceptance of the material by SPPH	Refilling of Cooking Gas 180 Cylinders contains 19 kgs gas in each cylinder for one year. The cylinders will be refilled as and when required by the canteen on the basis of the empty cylinders available with SPPH.	

Break-up of Price in Column -6 (In Indian Rupees)

Ex-Factory Price after considering input GST credit available to vendor	Name of Manufacturer/ OEM	Country of Origin	8 Digit HSN Code	GST % (incl GST Cess if any) with Break-up of CGST/ STGST/ UTGST/ IGST	Per Unit GST Total	Packing & Forwarding in detail	F.O.R. Station of Despatch Price	Freight (& Insurance charges) upto Destination	FOR SPPH Price
A	B	C	D	E	F	G	H	I	J

1. **Scope of Supply:** (Cost break-up of the quoted cost, showing inter-alia costs of all the concomitant Installation/ Commissioning/ Training/ Technical Support/ incidental services/ software/ accessories, considered necessary to make the proposal self-contained and complete must be indicated here.)

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)

.....

3. It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in Section VII & VIII – Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of ---- days from the date of opening of tender (i.e., upto ---), We shall be bound by the communication of acceptance despatched within the prescribe time.

5. Earnests Money/Bid Guarantee for an amount equal to is enclosed in form of -----
(form and reference number, date) as per the Tender Documents.

Dated.....

Signature and seal of *Manufacturer/Bidder*

Note:

- (i) The Bidder may prepare their own offer forms as per this proforma.
- (ii) No change in the proforma is permissible.
- (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the bidder.
- (iv) Figures in Columns 5 to 7 (both inclusive) and in Break-up of price in column 6, should be in both figures and words.
- (v) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.

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)

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 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)

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

(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:

**Section XVII: Letter of Authority for attending a
Pre-bid Conference/ Bid Opening**
(Refer to clause 24.2 of GIT)

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.

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

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