

Tender Number: 6000017906

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TENDER DOCUMENT FOR PURCHASE OF: PROCUREMENT OF
SYNTHETIC OIL FOR AC PLANT

Tender Number: 6000017906/PAC/SY-15-23(04)/2022,
Dated: 12.11.2022

This Tender Document Contains _____ Pages.

Tender Document is sold to:

M/s Carrier
Raas Vihar Complex 49,
NH-8, Sector 84, Kherki Daula,
Narsinghpur P.O,
Gurugram, Haryana 122001

Details of Contact person in SPMCIL regarding this tender:

Name: Ashok Sharma
Designation: Jt.General Manager (MM)
Address: ISPN (India Security Press, Nashik) India



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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.



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SECTION II: INSTRUCTIONS TO TENDERER

1. Tender Prices

The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. Delivery Schedule and Terms of delivery are also to be quoted in Section XI. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.

Unless otherwise stipulated in the NIT/ SIT, if there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

While filling up the columns of the price schedule, the following aspects should be noted for compliance:

For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory, ex-showroom, exwarehouse or off-the-shelf, as applicable, including all taxes and duties like GST/ CGST/ SGST/ UTGST/ IGST, custom duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of foreign origin quoted ex-showroom etc.
- b) Any GST/ CGST/ SGST/ UTGST/ IGST, which will be payable on the goods in India if the contract is awarded.
- c) Charges towards inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- d) The price of incidental services, as and if mentioned in List of Requirements.

2. Documents establishing good's Conformity to Tender document

The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

- a) In case the tenderer offers to supply goods/Services, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods/Services to SPMCIL. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.

3. Tender Validity

(a) The tenders shall remain valid for acceptance for a period of 120 days after the date of tender opening prescribed in the tender document.

(b) In exceptional cases, the Tenderers may be requested by SPMCIL to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/ cable 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.



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Tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

(b) If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

(c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause (a) and (b) above.

(d) If, as per the judgment of SPMCIL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the Tenderer by registered / speed post. If the Tenderer does not agree to the observation of SPMCIL, the tender is liable to be ignored.

7. Clarification of Bids: During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

8. Negotiations: Normally there would be no price negotiations. But SPMCIL reserves its right to negotiate in accordance with CVC guidelines.

9. Notification of Award

(a) Before expiry of the tender validity period, SPMCIL will notify the Tenderer(s) in writing, by registered / speed post or by fax/email / telex/ cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by SPMCIL, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. If the value of contract is more than Rs. 2,50,000, then the Tenderer must furnish to SPMCIL the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under Section III of this tender document.

(b) The notification of award shall constitute the conclusion of the contract.

10. Issue of Contract

(a) Within seven working days of receipt of performance security, SPMCIL will send the contract form duly completed and signed, in duplicate, to the successful Tenderer by registered / speed post.

(b) Within seven days from the date of issue of the contract, the successful Tenderer will return the original copy of the contract, duly signed and dated, to SPMCIL by registered / speed post.

(c) If the value of contract is less than Rs. 2,50,000/- the purchase order will be issued directly.

11. Fall clause :- If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods/Services, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date (the day of opening of Price Bid) for all the subsequent supplies under the rate contract and the rate contract amended accordingly.



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contract, the amount of the performance security shall be payable to SPMCIL to compensate SPMCIL for the same.

(d) In the event of any amendment issued to the contract, the supplier shall, within twenty one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

(e) SPMCIL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

5. Technical Specifications and Standards: The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

6. Packing and Marking

(a) The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.

(b) The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections V and VI. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

(c) Packing instructions: Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections V and VI, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality, contract number and date:

- (i) Brief description of goods including quantity
- (ii) Packing list reference number
- (iii) Country of origin of goods
- (iv) Consignees' name and full address and
- (v) Supplier's name and address

7. Inspection and Quality Control:

(a) SPMCIL and/ or its nominated representative(s) will, without any extra cost to SPMCIL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. SPMCIL shall inform the supplier in advance, in writing, SPMCIL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

(b) The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to SPMCIL's inspector at no charge to SPMCIL.



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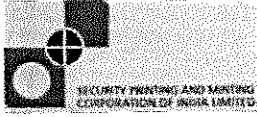
16. Termination for insolvency: If the supplier becomes bankrupt or otherwise insolvent, SPMCIL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to SPMCIL.

17. Force Majeure: In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by SPMCIL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

18. Resolution of disputes:- If dispute or difference of any kind shall arise between SPMCIL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either SPMCIL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

19. Applicable Law

- (a) The contract shall be interpreted in accordance with the laws of India.
- (b) Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- (c) The courts of the place from where the notification of acceptance has been issued shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.



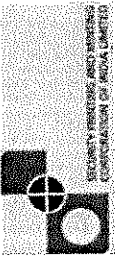
SECURITY PRINTING AND MERGERS
CORPORATION OF INDIA LIMITED

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SECTION V: TECHNICAL SPECIFICATION

Synthetic Oil POE 68-18.9 Ltrs Pack

Compressor Oil- POE 68
Qty- 3 nos. of 18.9 Liters pack



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SECTION VII: PRICE SCHEDULE

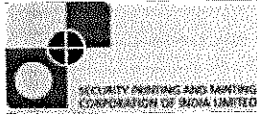
To,
(Name and Address of Purchaser)

OFFER FORM for Tender No. Date of Opening.....Time.....Hours
 We.....hereby certify that we are established firm of manufacturers/authorized 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(Name of Purchaser). 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.	Synthetic Oil POE 68-18.9 Ltrs Pack	As per Section VII	Nos	03			As per Section III (13)	As per Section IV, 2 (a)	

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	HSN / SAC Code	GST % (incl'd GST Cess, if any) with Break-up of CGST/STGST/UTGST /IGST	Per unit GST Total	Packing & Forwarding in details	F.O.R. Station of Despatch Price	Freight (& Insurance charges) upto destination	FOR Destination Price
A	B	C	D	E	F	G	H	I	J



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SECTION VIII : MANUFACTURER'S AUTHORIZATION FORM

To
Chief General Manager
India Security Press,
Nashik Road :- 422101

Dear Sirs,

Ref. Your Tender document No....., dated

We,, who are proven and reputable manufacturers of (*name and description of the goods offered in the tender*) having factories at....., hereby authorise Messrs..... (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. (*name and address of the above agent*) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

.....

.....

[Signature with date, name, and designation]

for and on behalf of Messrs.....

[Name & address of the manufacturers]

Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.



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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)