



SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES

TTDs – TIRUPATI

Office of the General Maintenance

e-tender document

**“SUPPLY OF TONED MILK FOR LIQUID DIET PREPARATION FOR A
PERIOD OF **ONE YEAR**”**

**(However, it is renewable for two more years subject to supply of milk as
per specification and satisfactory performance)**

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SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES, TIRUPATI
NOTICE INVITING TENDER (Online tender)

Sl. No.	Description	Remarks
1.	Name of the department	TIRUMALA TIRUPATI DEVASTHANAMS
2.	Circle/Division	SVIMS, TIRUPATI
3.	FILE / NIT Number	Roc.No. GM/273/Toned Milk/SVIMS/2021
4.	Tender Subject	SUPPLY OF TONED MILK FOR LIQUID DIET PREPARATION
5.	Period of Contract	01 (ONE) year (However, it is renewable for two more years subject to supply of milk as per specification and satisfactory performance)
6.	Form of Contract	As per agreement
7.	Tender Type	Open
8.	Tender Category	PRODUCTS
9.	EMD Amount (INR)	Rs. 15,000/- (Rupees fifteen thousand only)
10.	EMD payable:	Demand Draft drawn in favour of the "Director, SVIMS, Tirupati" from any scheduled Bank.
11.	Bid validity period	Three months
12.	Bid Document Download starting Date & time	05.02.2022 at 08.00 P.M
13.	Bid Document Downloading End Date & time	19.02.2022 at 12.00 Noon
14.	Last Date & Time for submission of hard copies	19.02.2022 at 05.00 P.M
15.	Technical Bid Opening Date and Time	21.02.2022 at 10.00 A.M
16.	Price Bid Opening Date and Time (Financial Bid Stage)	22.02.2022 at 3.00 P.M (Tentative)
17.	Place of Tender Opening	SVIMS, Tirupati
18.	Tender Inviting / Opening Authority	THE DIRECTOR-CUM-V.C., SVIMS., TIRUPATI
19.	Address/E-mail id	gmsvims@gmail.com
20.	Contact Details/Telephone	0877-2287777 Extn. 2348, 2201
21.	<u>MANDATORY DOCUMENTS TO BE UPLOADED :</u>	<ol style="list-style-type: none"> 1. Experience certificate in supply of bulk milk for at least 3 years period in any reputed organizations 2. Earnest Money Deposit in the form of D.D., in favour of the Director, SVIMS, Tirupati. 3. GST registration. 4. PAN card in the name of the Firm / Bidder. 5. Copy of ISO 9001:2005 and HACCP (or) ISO 22000-2005 certificate. 6. Copy of Registration No./license number under FSSAI-2006. 7. Copy of Inspector of factory license. 8. Copy of pollution control board approval certificate with validity. 9. The Firm should be registered under the Shops and Establishment Act. 10. The total turnover of the bidder should not be less than Rs. 15 lakhs for each financial year i.e.,

		<p>2018-19, 19-20 & 20-21 in any reputed organizations and a certificate from the Chartered Accountant certifying to this effect should be uploaded.</p> <p>11.Profit and Loss account, Balance sheet for each financial year i.e., 2018-19, 19-20 & 20-21 duly certified by C.A along with I.T Returns.</p> <p>12.NOTARIZED Affidavit on Rs.100/- Non-judicial stamp paper stating that</p> <ol style="list-style-type: none"> The firm/bidder is not presently blacklisted / debarred by any Hospital / Organization. No case is pending against the firm / bidder with Vigilance / CBI / any Govt. departments. The firm/bidder is not presently convicted by a court of law on any criminal offence. <p>NOTE The sentence SOLEMNLY AFFIRMED AND SIGNED BEFORE ME shall be mentioned in all the Affidavits.</p> <p>13. Three Satisfactory work completion letters from any reputed organizations stating that the services rendered in the field is satisfactory.</p> <p>14.Declaration on firms letter head as mentioned in Annexure I</p> <p><u>IMPORTANT NOTE :</u></p> <p>A)AT THE TIME OF OPENING OF THE TECHNICAL BID, IF ANY MANDATORY DOCUMENT IS NOT FOUND ON THE E-PROCUREMENT PLATFORM, THE BID WILL BE REJECTED.</p> <p>B)ONE SET OF ORIGINAL DOCUMENTS OF EMD, AFFIDAVIT AND OTHER PHOTOSTAT COPIES OF ALL UPLOADED DOCUMENTS SHALL BE DELIVERED AT THE FOLLOWING ADDRESS EITHER BY POST OR IN PERSON ON OR BEFORE – 19.02.2022 AT 05 PM. OTHERWISE THE BID WILL BE REJECTED.</p> <p style="text-align: center;">“The Deputy Director (GM), Dept. of General Maintenance, Alipiri Road, Sri Venkateswara Institute of Medical Sciences, Tirupati”.</p>
22.	<p>a)Registration with e-procurement platform</p> <p>b)Digital certificate authentication</p> <p>c)Procedure for bid submission</p> <p>d)Transaction fee. e)Corpus fund etc.</p>	<p>The participating bidders are requested to refer the website of e-procurement for all the information about the e-tender.</p>

SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES CAN NOT BE HELD RESPONSIBLE FOR :-

a)Any loss (or) delay of the documents in transit.

b)Any problem arising while uploading the documents through e-procurement platform.

c)Any other problem(s) encountered by the bidders while uploading their bids.

CHECK LIST

ALL THE FOLLOWING DOCUMENTS SHALL BE DELIVERED EITHER BY POST OR IN PERSON ON OR BEFORE THE DATE AND TIME OF THE TECHNICAL BID OPENING

- | | |
|---|-----------------|
| 1. Experience certificate in supply of bulk milk for at least 3 years period in any reputed organizations | Enclosed or Not |
| 2. Earnest Money Deposit in the form of D.D., in favour of the Director, SVIMS, Tirupati. | Enclosed or Not |
| 3. GST registration. | Enclosed or Not |
| 4. PAN card in the name of the Firm / Bidder. | Enclosed or Not |
| 5. Copy of ISO 9001:2005 and HACCP (or) ISO 22000-2005 certificate. | Enclosed or Not |
| 6. Copy of Registration No./license number under FSSAI-2006. | Enclosed or Not |
| 7. Copy of Inspector of factory license. | Enclosed or Not |
| 8. Copy of pollution control board approval certificate with validity. | Enclosed or Not |
| 9. The Firm should be registered under the Shops and Establishment Act. | Enclosed or Not |
| 10. The total turnover of the bidder should not be less than Rs. 15 lakhs for each financial year i.e., 2018-19, 19-20 & 20-21 in any reputed organizations and a certificate from the Chartered Accountant certifying to this effect should be uploaded. | Enclosed or Not |
| 11. Profit and Loss account, Balance sheet for each financial year i.e., 2018-19, 19-20 & 20-21 duly certified by C.A along with I.T Returns. | Enclosed or Not |
| 12. NOTARIZED Affidavit on Rs.100/- Non-judicial stamp paper stating that:
a) The firm/bidder is not presently blacklisted / debarred by any Hospital / Organization.
b) No case is pending against the firm / bidder with Vigilance / CBI / any Govt. departments.
c) The firm/bidder is not presently convicted by a court of law on any criminal offence. | Enclosed or Not |
| NOTE: The sentence "SOLEMNLY AFFIRMED AND SIGNED BEFORE ME" shall be mentioned in all the Affidavits. | |
| 13. Three Satisfactory work completion letters / Certificates from Central / State Govt. Depts. / SVIMS / Universities and reputed Private organizations stating that the services rendered in the field is satisfactory. | Enclosed or Not |
| 14. Declaration on firm's letter head as mentioned in Annexure – I | Enclosed or Not |

EARNEST MONEY DEPOSIT (Rs. 15,000/-) :

- 1) Earnest Money Deposit as mentioned under Mandatory Documents shall be paid by way of Demand Draft drawn in favour of "The Director, SVIMS, Tirupati", payable at Tirupati on any scheduled bank and the original DD., should be submitted before opening the technical bid.
- 2) EMD shall not be accepted in the form of Cheques, postal orders, bank guarantees or bank demand drafts issued on the personal name of the officers of SVIMS, Tirupati or by any other mode of remittance.
- 3) The E.M.D. will be returned to the unsuccessful Bidder on the date of finalization of the Tender without interest. The EMD amount will be returned to the successful Bidder after submission of the Security Deposit and fulfilling of other formalities without interest.

SECURITY DEPOSIT Rs. 50,000/- (Fifty thousands only)

- 1) Successful Bidder shall be required to pay/submit the following within 14 (fourteen) days from the date of "Award of License" :
 - a) Security Deposit of Rs.50,000/- (Rupees Fifty thousands only)
 - b) An agreement on Rs. 100/- Non-judicial stamp paper for faithful and satisfactory performance of contract (The institute will supply the specimen of the agreement to the successful bidder)

The date of commencement of the supply will be mentioned in the Award of License and the same will be treated as the essence of contract / tenure.

The Security Deposit shall be paid by way of Demand Draft drawn in favour of "The Director, SVIMS., Tirupati" and the said deposits will be returned only after the expiry of one (01) year tenure period without interest, subject to penalties / deductions.

- 2) If the successful bidder fails to pay the security deposit, to execute an agreement within the period of 14 days from the date of "Award of License", such failure will constitute a breach of terms and conditions of the tender and the license shall be cancelled duly forfeited the EMD., in addition to recovery of any loss sustained by the Institute.
- 3) The bidder will forfeit the Security Deposit for any non-performance of the tender as defined in the tender conditions during the tender period and action will be initiated for black listing the bidder.

SALIENT POINTS TO BE NOTED :

- 1) E-Tenders are invited from reputed Dairy companies only for Procurement of 25 to 50 Ltrs. per day to SVIMS. The period of contract is one year. However, renewable for two more years subject to supply of milk as per specification and satisfactory performance.
- 2) If two or more bidders attained the same rank in the price comparison, the experience of the bidders in this field and the track record of the bidder etc., will be taken into consideration for issuing "Award of Contract".
- 3) The bidder should not submit any kind of financial details in the hard copies to be submitted to SVIMS., i.e., in the Technical Bid Cover / Hard Copy Cover. If found in any cover, bid will be invalidated. The price quoted in the financial bid of e-procurement platform will only be taken into consideration.
- 4) The bidders are advised to go through each and every line of tender document carefully before final submission.
- 5) In case of Partnership Firm, the following documents should be uploaded along with GST / PAN :
 - a) A copy of Deed of Partnership
 - b) A copy of list of partners with names and addresses
 - c) Only Managing Partner has to sign the documents and represent the company in person for any discussions.
- 6) In case of a Company, the following documents should be uploaded along with GST / PAN :
 - a) A copy of Memorandum of Understanding
 - b) Articles of Association
- 7) In case of Proprietorship, the owner of the company has to sign in all the documents and represent the company in person for any discussions.
- 8) The financial bids of those tenderers who are technically qualified will alone be opened.
- 9) The SVIMS may extend the last date by issuing a corrigendum in which case all rights and obligations of the SVIMS and the tenderers previously subject to the original deadline will then be subjected to the new deadline.
- 10) Date of opening of price bid given in the e-tender platform is a tentative and liable for change.
- 11) Quoting **maximum discount** just for acquiring the tender will not be the criteria for award of Contract. Therefore, bidder should carefully assess the work before offering the rates.
- 12) If any tenderer is having dues and payable any amount to SVIMS., such tenderer is not eligible to participate in the tender. However, the tenderer can be permitted to participate in the tender by paying the entire amount duly producing clearance letter from SVIMS authorities.
- 13) If any tenderer has filed a case in any Court of Law against SVIMS., such tenderer will not be permitted to participate in the tender, till the case is disposed off and subject to the outcome of the case.
- 14) Offline submission of tender document will not be considered as this is online tender.
- 15) The tender document and license is not transferable in any manner.

- 16) The tender inviting authority reserves the right to reject any or all tenders or postpone the tenders without assigning any reason.
- 17) All the bidders shall invariably upload the **clearly visible** scanned copies of Mandatory requirements in e-Procurement system and this will be the primary requirement to consider the bid responsive otherwise his/her tender will be rejected.
- 18) The related documents should be uploaded in the respective fields only. If uploaded in any other fields or areas and not traceable by SVIMS, it will be construed that the bidder has not uploaded the related document and SVIMS is not responsible for such lapse by the bidder and the same will be treated as non-submission of the said document.
- 19) The commencing date will be mentioned in the Award of Contract / Award of License / Work Order etc., and the same will be treated as essence of contract.
- 20) The bidders / successful bidder who are black listed elsewhere, but not revealed in the tender process or given any other wrong declaration and if it is found at a later date, the following penalties will be applicable” :
- a) If it is found during technical evaluation / before opening price bid :
- “the bid will be disqualified and the EMD amount will be forfeited”.
- b) If it is found after opening of price bid :
- “EMD amount and/or Security Deposit will be forfeited”
- c) If it is found during the period of License / contract / tenure :
- “Security Deposit will be forfeited and action will be Initiated for black listing the firm / successful bidder / Awardee”.

TERMS AND CONDITIONS SHALL BE FOLLOWED BY THE LICENSEE:-

1. Online (e-Tendering) tenders are invited for supply of toned milk – 25 Ltrs to 50 Ltrs. **per day** requirement of SVIMS that would be communicated every day in advance for a period of **1(One) year as per schedule**. The SVIMS is desirous to have Financial bid through e-Tender.
2. The tenderer quoting 'LOWEST EFFECTIVE AMOUNT' and fulfilling all the terms and conditions of Tender Inviting Authority, shall be awarded the contract and Tenders will be finalized basing on the total lowest amount offered for milk per ltr.
3. The rate quoted should be inclusive of all taxes, charges, and F.O.R. delivery at SVIMS, Tirupati. Further SVIMS cannot issue statutory forms like Form C or Form D etc. and this should be taken into account by the supplier while quoting the rates to SVIMS.
4. The prices quoted shall be F.O.R SVIMS, Tirupati, i.e., inclusive of original cost, packing charges, Transportation charges etc.,

- 5. The bidders are requested to quote their best competitive rate as there is no negotiation.
- 6. The tendered quantity is tentative. It can be increased or decreased at the discretion of SVIMS. The SVIMS may accept or reject, in full or in part, any or all the offer, without assigning any reason whatsoever.
- 7. The SVIMS reserves the right to accept or reject any tender and to cancel the tender process and reject all tenders at any time prior to the award of contract without thereby incurring any liability to the affected tenderer or any obligations to inform the affected tenderers, the grounds of acceptance or rejection.
- 8. Extension of the delivery period to the supplier who is not adhering to the supply schedule may be granted on case-to-case basis at the discretion of the Chief Dietitian / General Manager, SVIMS.
- 9. After the implementation of GST and even after any changes contemplated in the tax structure and the rate of taxes to be levied by the State Government the rates Quoted to SVIMS should be constant and it should be applicable to all supply orders placed by SVIMS.
- 10. The Toned Milk shall strictly confirm to the following specifications. SVIMS reserves the right to reject the material stock and cans, if the supplies are not made strictly as per the specifications:

Name of the Item	Quantity required per day	Unit	Specifications	Other details
Toned Milk	25 to 50	Ltrs	Fat – 3.0% SNF – 8.50%	<ul style="list-style-type: none">• Milk shall be supplied in ½ (or) 1 ltr, make of ISI specifications with proper seal .• Delivery to a place in Tirupati as specified by the SVIMS one time in a day, as per the schedule of the SVIMS.

- 11. The tenderer’s must quote only to the specifications.
- 12. In the event of delay or default in supply and the supplies not adhering to the schedule or specifications of tender, SVIMS reserves the right to procure the requirement from the other sources and recover the excess cost, if any incurred by SVIMS, from the approved tenderer. However, if the rate is cheaper, the benefit will not accrue to the respective approved tenderer. The SVIMS reserves the right to either reject the entire lot or impose cut or forfeit the Security Deposit at its discretion if the quality is not in accordance with the specifications or of inferior quality goods as confirmed by Lab reports. In this regard the decision of Director-cum-VC, SVIMS shall be final and binding on the supplier.
- 13. The SVIMS reserves the right to levy a penalty up to 5% on the value of material ought to have been supplied by the supplier as per the supply schedule given or as per the delivery schedule modified from time to time.

14. The packing should be in New covers only and also in accordance with the provisions of packaging Act to avoid damages in transit. It should also contain marking to denote address, date of packing etc., for identifications. Otherwise, the entire lot will be rejected.
15. Each supply should be accompanied by a bill, advance stamped receipt and warranty certificate if applicable for arranging payment.
16. The SVIMS reserves the right to reject either the entire lot or part of the supply or impose cut or forfeit the security deposit at its discretion if the quality is not strictly in accordance with specifications if any given by the supplier.
17. The payment will be made only after the supply of milk on monthly consignment.
18. SVIMS reserves the right to charge penalty as decided by the Director-cum-VC, SVIMS or withhold payment for any unsatisfactory material supplied by the supplier without prejudice to its other rights. In this regard, the decision of Director-cum-VC, SVIMS is final. The supplier is further liable to reimburse / compensate the SVIMS or to third party for any loss, damage, injury, harm etc., caused or arising out of the negligence in supply of low quality materials, or any other act or breach of contract.
19. The prices quoted shall be firm and fixed from the date of submission of tender to the date of completion of the contract of supply in all aspects. ANY REQUEST FOR REVISION IN THE RATE OR RATES BY THE SUPPLIER SHALL NOT BE ENTERTAINED DURING THE RATE CONTRACT PERIOD.
20. Shortage and breakages will be intimated to the suppliers and the equivalent amount will be deducted from the bill amount if they are not replaced by the supplier.
21. The impermissible variation with reference to specification on Lab testing or physical verification will be viewed seriously and will lead to BLACKLISTING.
22. The standard payment terms of SVIMS are applicable. No advance shall be paid by SVIMS, against the order. The payment to suppliers shall be made by SVIMS only through cheque .
23. Supply of milk will be rejected if found inferior quality as claimed by chief dietitian SVIMS.
24. Penalty as may be decided by the tender approving authority will be imposed when the supply is rejected in physical verification.
25. The SVIMS reserves the right to add/delete/change/modify any or all the conditions mentioned in the tender schedule and the said addition/deletion/changes/modifications can be incorporated in the agreement to be entered into with the supplier irrespective of tender conditions mentioned in the notice inviting tender or in the tender schedule or the same can be incorporated in a form of codicil as the case may be and the same will be binding on the supplier without any recourse.
26. The successful tenderer shall be required to execute agreement. The Signatory should produce documentary evidence of empowering him to do so, if called upon at any time during the contract period. In case of change in the Authorized signatory it is binding on the supplier to inform the changes to the SVIMS.

NOTICE PERIOD FOR ABANDONMENT OF CONTRACT :-

Either party shall be entitled to abandon the contract after serving three months notice in writing to the other party regarding abandonment of contract. However, the successful tenderer who is handling the contract shall have to continue the work even after expiry of the notice period of three months till an alternative arrangement is made by the Institute. No compensation of claim in the event of such abandonment shall be admissible to the successful tenderer.

SUB-CONTRACTING:

The licensee to whom the contract is awarded shall only execute the contract and letting of sub-contract of supply is not allowed and will attract punishment including termination of contract, forfeiture the Security Deposit and six months Advance rent and payment of loss incurred to SVIMS due to termination of contract.

INDEMNITY:

The bidder shall indemnify the SVIMS., against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract.

DISCLOSURE OF INFORMATION:

The bidder has to abide that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract, shall be for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of SVIMS.

FORCE MAJEURE CLAUSE:

Any act of God, shall not disentitle the parties to this Agreement to terminate the Contract or claim damages. Whether an "act" will come within the purview of the "Act of God" or not will be decided by the SVIMS and its decision will be final.

TERMINATION OF CONTRACT :

The terminations for failing to fulfill any of the terms and conditions of this contract are as below:

In case the successful Bidder back out after releasing the "Award of Contract" or fails to comply with the terms and conditions within the period, the bidder will be liable to make good the loss sustained by the Institute in addition to the penalty as under:-

- 1) The Tender Inviting Authority shall be entitled to approve any other bidder without notice to the successful bidder and to recover the extra cost thus involved from the successful bidder.
- 2) To cancel the contract.

- 3) To forfeit the Security Deposit to the extent of the loss incurred by the Institute, in the event of action being taken as above and if it falls short, the Tender Inviting Authority shall be at liberty to take action against the Bidder or by instituting a Civil Suit. In this regard, the bidder shall not be entitled to any gain.
- 4) Any under payment or indulgence in the financial lapse shall result in termination of contract without any notice whatsoever.

INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES :

The Institute requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract. In pursuance of this policy, the terms are set forthwith as follows: a. "Corrupt practice" means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the contract execution. b. "Fraudulent practice" means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition. c. The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract. d. The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract if at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

BASIC INFORMATION TO BE FILLED BY THE BIDDER - ANNEXURE - I

- 1) Name of the Bidder ::
- 2) Legal Entity ::
(Company, Partnership,
Proprietorship etc.)
- 3) Year of Establishment ::
- 4) Address of Registered Office ::
- 5) Name/s of the Owner/Partner/MD::
- 6) Land Phone nos. ::
- 7) Mobile nos. ::
- 8) Email ID ::
- 9) Name of the person authorized to::
sign in all the documents
(attach proof of authorization)
- 10) PAN card No. ::
- 11) 03 years experience details ::

12) E.M.D., amount Rs. _____ D.D. No. _____ & Date
_____ Drawn in favour of the Director, SVIMS., Tirupati payable at Tpt.

PLACE ::

DATE ::

Signature of the bidder with full address
(To be signed by an authorized signatory with
full address of the bidder)

Cell No. _____

12

ANNEXURE - II

DECLARATION TO BE UPLOADED IN THE e-PROCUREMENT PLATFORM (ON FIRM'S LR. HEAD)

&

ORIGINAL HARD COPY TO BE SUBMITTED ALONG WITH EMD (ON FIRM'S LETTER HEAD)

Name of the Bidder :

Address of the Bidder :
(To be filled in by the Bidder)

I/ We read all the terms & conditions of this tender and hereby agree to abide by all the terms and conditions of the tender. I/ We do hereby agree that I / We shall keep my / our offer open for a period of three (03) months from the date of opening of the tender. I / We shall abide by and give my / our acceptance to all the terms and conditions mentioned in this tender document and which are mentioned in the "Award of License" and shall execute an agreement in the prescribed form, in the event of my / our offer being accepted by SVIMS.

Yours faithfully

Signature of the bidder with full address
(To be signed by an authorized signatory with full address of the bidder & seal)

Cell No. _____