

# **SHRI SAIBABA SANSTHAN TRUST, (SHIRDI)**

**SHIRDI – 423109**

**TAL-RAHATA, DIST.-AHMEDNAGAR**

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Telephone No.(02423) 258500, Purchase Dept. 258771, 258772

Fax No.02423- 258870

Website – [www.sai.org.in](http://www.sai.org.in) E-mail [1.saibaba@sai.org.in](mailto:1.saibaba@sai.org.in)

[2.purchase@sai.org.in](mailto:2.purchase@sai.org.in)

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**Mumbai Office – Sainiketan, 804 B, Dr.Babasaheb Ambedkar Road, Dadar  
Mumbai – 400014, Telephone No. (022) 24166556, 24161293**

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Year 2024-25

(April 2024 to March-2025)

E-tender for supply of Toned cow milk for 4 quarters  
for canteen department of Shri Saibaba Sansthan

1. April 2024 to June 2024
2. July 2024 to September 2024
3. October 2024 to December 2024
4. January 2025 to March 2025



*Signature*



**A. TENDER DETAILS- E-Tender for Supply of Tond Cow Milk for Canteen Departments of Shri Saibaba Sansthan.**

**B. Details of documents to be submitted along with e-tender, financial turnover criteria etc. are as follows-**

1. It will be mandatory to submit shop registration certificate/ certificate from local self-government body/ similar government license/Certified copy of latest partnership deed in case of partnership firm/ Firm/Company/Sanstha Registration Certificate.i.e. Power of attorney in case of Partnership firm/Public Limited Company/ Private Limited Company/Society/Government undertaking/ Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be.
2. It will be mandatory to submit the GST Registration Certificate or GST Online Registration Receipt online in the name under which the tender is to be submitted.
3. Online submission of updated FSSAI/BIS license/degree of its equivalence in the name under which the tender is to be submitted will be mandatory.
4. It will be mandatory to submit PAN card online in the name in which the tender is to be submitted.
5. Minimum annual average turnover of **Rs.1,66,35,960/-** for the 3 financial years of the year 2020-21, 2021-22 & 2022-23 of the firm under whose name the tender is to be submitted. It will be mandatory to submit the certificate of CA online as per the format given along with the tender.
6. Tenders from producer organizations/authorized distributors will be accepted for procurement of milk. However, if the tenderer is an authorized distributor, it will be mandatory to attach online the certificate of the organization being the authorized distributor along with the tender.

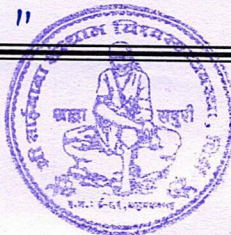
**C. Procedure for submission of samples of Cow Milk by the tenderer-**

1. It will be mandatory for the tenderer to submit M.T bags sample of the tendered Cow Milk in a separate cloth bag or Envelope and submit the same to the Purchase Department of the Sansthan within the prescribed time limit. The cloth bag/Envelope should be marked with the name of your brand and your firm name. Samples provided cannot be returned or exchanged for any reason.
2. Only one sample of highest quality should be submitted for your milk. Two or more samples should not be submitted. If so, only one sample will be considered.
3. 500 ml bag of tendered Toned Cow Milk is to be submitted to the Purchase Department of Shri Saibaba Sansthan at 10 am on the day of selection.
4. The tenderer shall provide such samples for selection of samples while providing samples of Cow Milk after receipt of supply order. He should give the letter that which brand he will be supplied to the Sansthan.

**D. Details of materials to be supplied, tender fee and earnest money-**

1. The BOQ has been divided into 4 parts for the period of 3 months each i.e. April to June 2024, July to September 2024, October to December 2024 and January 2025 to March 2025. The tenderer will have to fill the rates in 4 BOQs as per the above mentioned period. The tenderer is not bound to fill the rates for all quarters. However, if the rate is filled for any one part i.e. one/two/three/four in the tender

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- or if the rate is filled for 4 parts, the tender fee and earnest money will remain the same. The final decision will be taken considering the rates filled in each part.
2. Tender fee amount of Rs.39,930/- and deposit amount of Rs.3,99,300/- should be paid online on the website [www.mahatenders.gov.in](http://www.mahatenders.gov.in).
  3. **Exemption of non-payment of tender fee and earnest money under MSME is not applicable to this tender. All tenderers are required to pay tender fee and earnest money.**

**E. INSTRUCTIONS TO TENDERERS-**

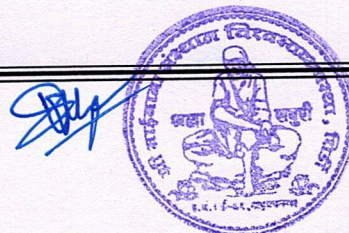
1. The said tender will be available for downloading and uploading on the website [www.mahatenders.gov.in](http://www.mahatenders.gov.in) from 23/02/2024 from 11.00 am. To 07/03/2024 upto 5.pm.
2. Samples of Cow Milk bags filled in e-tender should be deposited in the office of the Purchase Department at Shirdi from 08/03/2024 to 14/3/2024 upto. 5.00 pm (except Sundays)
3. Only online documents are to be submitted along with e-tender. Documents should not be submitted in hard copy. Documents submitted in hard copy will not be considered.
4. If possible Online Technical Bid will be opened on Dt. 09/03/2024. Commercial bids will be opened only from the tenderers qualified in the technical bid.
5. You or your representative must be present on the opening day of Commercial Bid. While submitting the online tender, the tenderers should mention their phone numbers in the online tender so that the eligible tenderers can be informed about the date and time of opening of the Commercial Bid.
6. Tenders without samples will not be considered.

**F. To mention rates including all taxes and charges while submitting rates online in the tender-**

1. The rates should be quoted inclusive GST, GST-TDS, TDS or any other government taxes as well as packing and forwarding charges, transport charges and taxes such as Octroi, Warai etc.
2. Taxes applicable from time to time as per government rules will be binding on the supplier and the amount will be deducted from the bill accordingly. The Government vide Circular No. 201809281714366605 has directed to deduct 2% GST-TDS from supplies to suppliers for taxable goods/services or both with effect from 1st October 2018. The tenderer should consider it while submitting the tender. More information on this is available on the Maharashtra Government website.

**G. Procedure for Opening Online Tender and Selection of Samples-**

1. After the closure of **download** period of the tender, the online technical e-tenders will be opened firstly in the meeting of the Procurement Committee. After that, the samples of the milk submitted by the qualified tenderers in the technical bid will be selected through the Expert Committee.
2. After finalizing the samples, the commercial bids will be opened and the prices of the selected tenderers will be compared and discussed and negotiated with the lowest bidders and the final decision will be taken accordingly.





**H. Place to supply materials-**

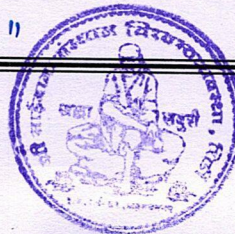
1. The supply of Cow Milk mentioned in the tender has to be done at the Sansthan's Main Canteen and 500 rooms Canteen.
2. Cow milk of homogenized and pasteurized (3.5% fat, 8.5 SNF) quality, supplied in 1/2 liter polythene packing is mandatory. If milk of lower quality is supplied, as per the guidelines regarding purchase of milk issued by Hon'ble Ministry of Dairy Development, Government of Maharashtra Decision No.MLK 1099/Prakr321/Padum8 dated 27/12/2000, a deduction of 35 paise will be made for every 0.1 less fat.
3. As the rates demanded are for the whole year in 4 phases, different rates will not be given for crop season and dry season. No increase in the approved rate will be allowed/asked for any reason. The supplier will be bound to supply milk within the approved rate during the tender supply period.

**I. Security deposit amount and agreement-**

1. As per government procurement regulations, those whose tenders will be approved will have to keep an amount of 3% of the total supply order amount as security deposit with the Sansthan as a guarantee to supply the goods within the prescribed period. This security deposit amount will be refunded after the supply of the said materials. No interest will be earned on security deposit or earnest money.
2. A security deposit of 3% is to be paid immediately after the tender is approved. Also it will be mandatory to appear at Shirdi and notarize the instant agreement on stamp paper of Rs.100/-. The notary fee of the contract has to be paid by the tenderer.

**J. Term for supply of Cow Milk**

1. The period of supply of Cow Milk will be from April 2024 to June 2024, July 2024 to September 2024, October 2024 to December 2024 & January 2025 to March 2025.
2. As this service is depend on the rush of Sai devotees visiting Shirdi for darshan, milk will be requisitioned every month or less frequently as per the policy of Shri Saibaba Sansthan. Milk will have to be supplied from time to time as per the demand made by the canteen department of Shri Saibaba Sansthan. Also, milk in excess of demand will not be accepted.
3. If the Temple has to be closed due to natural calamities, epidemics, then the Sansthan will not be bound to purchase the milk as per the estimated quantity shown in the e-tender during such period. The Cow Milk requirement for the Canteen may be less or more than the estimated quantity shown in the e-tender, depending on the number of devotees taking Canteen service. Therefore, it will not be binding on the Sansthan to purchase milk up to the estimated quantity in the e-tender.
4. Since the said demand of the Sansthan is estimated, during the supply period or even after the procurement process of the next year should be completed, if the Sansthan demands 25 percent more Cow Milk than the



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approved quantity, it will be obligatory on the tenderer to supply the Cow Milk at the accepted rate.

**K. Method of acceptance of Cow Milk-**

1. Milk should be supplied as per the above specification in 500 ml polythene bags as per the brand in the supply order and the milk bill should be submitted accordingly.
2. The milk brand whose tender is accepted will have to be supplied as per the description mentioned in the milk supply order. Low quality, different brand or spoiled milk will not be accepted. If such milk is supplied, the supplier shall be bound to take it back immediately at his own expense. Shree Saibaba Sansthan will not be responsible for its non-carrying, destruction.
3. After the supply order is given to the supplier, the supplier will be bound to supply milk of the same brand.
4. After sending the milk to the Sansthan as per the supply order, the milk will be inspected by the Canteen Department of Shri Saibaba Sansthan. Milk will be accepted if they think fit. Supplier should ensure supply of milk of given brand and as per description in supply order.
5. As the quantity of milk being supplied is high, milk is accepted by randomly sampling from Shri Saibaba Sansthan. However, if a lot or any milk is found to be defective even after receiving the milk, it has to be replaced at own expense.
6. According to the provisions of FSSAI Act, milk supplier should clearly mention Date of Packing, Quantity and Best Before Date on each 500ml bag of milk.
7. If the milk supplied in the supply order is found to be adulterated or of low quality, the entire responsibility will remain on the concerned supplier.
8. The material used for packing milk should be food grade.

**L. Procedure for the laboratory testing-**

1. The supplied Cow Milk will be tested as per requirement by Sansthan's Laboratory/ District Health Laboratory/ NABL/ Central Govt/State Govt approved laboratory.
2. If the report of the supplied Cow Milk is not as per FSSAI Standards in the lab inspection conducted by the Sansthan, the said milk will have to be replaced. Meanwhile, if the Sansthan has to procure milk from outside, the amount of excess expenditure incurred plus a penalty of 5 per cent of the milk supplied, will be recovered from the bill amount of any milk payable/Security Deposit.
3. Sometimes there is a delay in getting the lab report, if the consignment is used and then the lab report is not as per FSSAI Standard, a penalty of 5 per cent of the total cost of the consignment in that lot will be levied.
4. If the lab report of the same type of Cow Milk does not conform to FSSAI Standards for three consecutive times, appropriate action will be taken by the Sansthan against the said supplier. No complaint of the supplier will be entertained in this regard.
5. If the report of the Sansthan lab is not as per FSSAI Standards, the same sample will be re-verified at NABL/Central Govt. lab at Mumbai. The inspection report of the said lab will be considered final.





**M Method/ procedure of payment of bills.**

1. The bill for the Cow Milk supplied shall be paid only after the Milk have been inspected and ascertained to be of correct quality and quantity. No advance will be given for supply of Milk.
2. Efforts will be made to make payment to the concerned supplier within 30 days from the date of submission of the bill to the Sansthan for Milk supplied. However, due to technical queries the payment may be delayed. But in this case supply must be completed as per demand.
3. If the Cow Milk supplied by the tenderer is rejected by the Sansthan and as a result the Sansthan has to purchase the Milk from another Supplier at market price for the next period, the excess cost will be recovered from the Security Deposit amount or other Milk bill payable by the Sansthan.
4. Tax deductions as required by government rules will be made from the bill.

**N. Provision regarding calamities/ natural calamities, compensation and penal action :-**

1. If the Cow Milk in the supply order are not supplied within the time limit, penal action will be taken as follows:

a) If the value of Milk not supplied is less than Rs.2.00 lakhs	0.50% per week up to a maximum of 10%
b) If the value of Milk not supplied is Rs.2.00 lakhs or more	0.50 % per week up to a maximum of 5 %

2. Daily milk supply order will be given by Canteen Department over phone. If the milk is not supplied as per the demand and schedule given by them or if the milk is rejected because it is not of the right quality, then the Shri Saibaba Sansthan will not have any problem, so the Shri Saibaba Sansthan will be allowed to purchase as much milk as required or as much as the supply order given at the market price. The excess amount (difference) for such purchased milk shall be reimbursed by the supplier to Shri Saibaba Sansthan. The Sansthan reserves the right to recover the said compensation from the security deposit amount or from previous/post milk bills.
3. It is mandatory to supply milk at the rate approved by Shri Saibaba Sansthan and as per selected brand. The supplier shall not have the right to ask for any increase in the approved rate for any reason or such increase shall not be granted. In case the supplier refuses to supply milk or does not supply milk, Shri Saibaba Sansthan has to purchase milk at market price or by asking for re-tendering, the excess cost/loss will be recovered from the supplier as compensation. Also appropriate action will be taken in this regard as per the decision taken by the Sansthan.
4. During the tender supply period due to a calamity/natural calamity (a calamity beyond the control of the supplier eg. war, heavy rains, drought, kidnapping, casualty, pestilence, strike, explosion, lockout, earthquake etc.) the supplier is unable to supply the milk. The Supplier informed in writing, the appropriate decision in this regard will be taken according to the situation. However, the said provision is limited to condoning the delay in supply only and will not be applicable in case of increase in market price above the sanctioned rate in the above circumstances. The supplier is bound to supply at the approved rate even

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if the price rises in the market. If the supplier does not supply the security deposit amount will be forfeited or the decision of the Hon'ble Ad Hoc Committee/Hon'ble Management Committee/ Hon'ble Sub-Committee/ Hon'ble Chief Executive Officer shall be binding on the supplier. No complaint will be entertained in this regard.

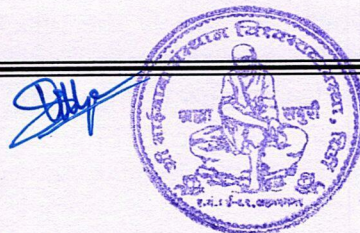
5. The tenderer should not have any claim/application pending in any Court against the Sansthan of any nature whatsoever. Also the tenderer's name should not be included in the black list of the Sansthan. If a claim is filed against the Sansthan, the tender of the said tenderers will not be considered.

**O Tender Validity Period -**

1. The validity period of the said e-tender will be 120 days from the last date of online tender.

**P. General Terms and Conditions**

1. If a tenderer withdraws from the tender at any stage during the tender process, his earnest money will be forfeited.
2. If required, Vendor Audit will be done of the supplier/ firm.
3. In case of dispute regarding the said transaction, it will remain under the jurisdiction of Rahata/Kopargaon Court.
4. As per Rule No. 3.1.2.8 of the Government's Revised Purchase Rules, if the out-of-state supplier is the lowest and if the Maharashtra state supplier is the second lowest, then to encourage the Maharashtra state suppliers, the Maharashtra state supplier is ready to supply the milk as per lowest rate, 50% of the total milk to be procured will be ordered to the in-state supplier and if they are not ready, then the entire order will be given to the out-of-state supplier.
5. If the supplier refuses to supply the Cow Milk and violates any of the terms and conditions specified by the Sansthan, the security deposit amount will be forfeited and the name of the supplier will be blacklisted for the next 3 years. The decision taken by the Hon'ble Ad Hoc Committee/ Hon'ble Management Committee/ Hon'ble Sub-Committee/ Hon'ble Chief Executive Officer in this regard shall be binding on us. No complaint will be entertained by the supplier in this regard.
6. The Sansthan reserves the right to accept any tender partially/fully or reject all tenders.
7. Conditional tenders will be cancelled immediately. The tenders of the tenderers who fail to fulfil the conditions and qualifications mentioned in the said tender will be cancelled.





8. Notifications regarding use of plastic issued by the Environment Department of the Government of Maharashtra dated 23.03.2018 and 30.06.2018 will remain binding on all tenderers. Also, if the government makes any changes in the policy of plastic bottles used for packaged drinking water, the revised rules will be binding on the supplier.
9. If the tenderer has any doubts or needs any information regarding the said e-tender, he should contact the Purchase Department Office Telephone No. 02423-258771 or 02423-258772.
10. The Sansthan Management reserves the right to make any changes, amendments or to prescribe additional terms/conditions in the above terms and conditions. Any condition/conditions of the tenderer will not be binding on the Sansthan, such tenders will not be considered.

*Tukaram Hulwale*  
22/2/24

(Tukaram Hulwale)  
I/c. Chief Executive Officer,  
ShriSaibabaSansthan Trust, Shirdi



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*[Signature]*



## Information about Tenderers

1. Name of the Firm- \_\_\_\_\_
2. Detailed address for correspondence - \_\_\_\_\_  
\_\_\_\_\_
3. Telephone No.- \_\_\_\_\_  
  
Office- \_\_\_\_\_  
Shop- \_\_\_\_\_  
Resident- \_\_\_\_\_  
Mobile No- \_\_\_\_\_  
Fax No- \_\_\_\_\_  
E-mail \_\_\_\_\_
4. Name of contact person - \_\_\_\_\_  
  
Telephone/ Mobile No - \_\_\_\_\_
5. Names of Proprietor/Partners 1. \_\_\_\_\_  
2. \_\_\_\_\_
6. Bank Account Name 1. \_\_\_\_\_  
  
Branch 2. \_\_\_\_\_  
  
Acc. No and Type 3. \_\_\_\_\_  
  
IFSC Code 4. \_\_\_\_\_

Date :-        /        /2024

Place:-

Signature and seal of tenderer





### **A) Documents in the Technical Bid (Check List)**

1. Updated shop registration certificate/ certificate from local self-government body/ similar government license/Certified copy of latest partnership deed in case of partnership firm/Firm/ Company/Sanstha Registration Certificate.i.e. Power of attorney in case of Partnership firm/Public Limited Company/ Private Limited Company/Society/Government undertaking/ Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate ☐
2. GST Registration Certificate/GST Online Registration Acknowledgement ☐
3. PAN Card ☐
4. Certificate from Chartered Accountant regarding average annual turnover for the financial years 2020-21, 2021-22 & 2022-23. (Minimum annual turnover is **Rs.1,66,35,960/-** mandatory) ☐
5. Updated Food and Drug Administration Registration License (FSSAI/BISLicense/Degree of its equivalence) ☐
6. If supplier is Authorized distributor please submit Authorized distributorship letter from the Company/Dairy ☐

**B) Samples of the Cow MilkM.T bags sealed in separate cloth bag with signature on the upperside stating the type of goods, name of the firm etc.**

Date -     /     /2024

Place -

Signature and seal of tenderer

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To,  
**Hon.Chief Executive Officer,**  
ShriSaibabaSansthan of Trust (Shirdi)  
Shirdi, District Rahata, District-Ahmednagar.

**Subject – Regarding e-tender for Supply of Cow Milk for Canteen Department  
for April 2024 to March 2025...**

Respected!

I/We, the undersigned, declare that we have read the tender published regarding the above subject. I/we have read all the terms and conditions given in your tender and I/we agree. I/we agree to abide by your terms/conditions.

I/We undertake to deliver to you the Cow Milk mentioned in the tender, for the above period as per your demand, as per the requirement of the Sansthan, at the time required, at the warehouse of Shri Saibaba Sansthan Trust (Shirdi). As the quantity of the said goods is approximate, I/we guarantee to supply the same at the approved rate if the sansthan demands up to 25% more than the specified quantity from time to time.

I/We shall pay in cash within 15 days from the date of notification of acceptance of the tender a sum of 3% of the total amount of the tendered goods as security deposit to guarantee supply of the goods at the agreed rate for which the tenders are accepted. For this I consent to the classification of earnest money security deposit accounts. Also, we shall notarize the agreement on the prescribed stamp paper and it shall be our obligation to deliver the goods as per the sample to the central warehouse at Shirdi on time during the tender period at the approved rate.

Dated -     /     /2024  
Place -

Yours/Yours faithfully,

Name of Proprietor/Partner of the Firm  
and Seal

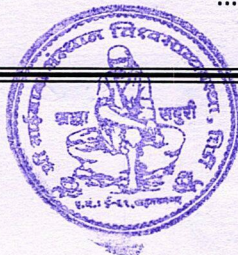
(1) -----

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Enclosed documents

Signature/Signatures

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## Annual Turnover Certificate

This is to certify that M/s.-----the financial turnover of 3 years (2020-21, 2021-22 & 2022-23) of their tender related business is as follows.

Sr.No.	Year	Annual Ternover
1	Year 2020-21	
2	Year 2021-22	
3	Year 2022-23	
Total		
Average annual turnover for above 3 years		

Date :-

Place :-

Signature of Auditor/Chartered Accountant

(Name /Sign Stamp)

Reg.No.

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