



# प्रतिभूति कागज कारखाना, नर्मदापुरम-461005 ( म.प्र. )

( भारत प्रतिभूति मुद्रण तथा मुद्रा निर्माण निगम लिमिटेड की इकाई )

भारत सरकार के पूर्ण स्वामित्वाधीन

( मिनीरल ग्रेणी-1 सीपीएसई एवं आई.एस.ओ 9001:2015, 14001:2015, 45001:2018, 50001:2018 एवं आई.ई.सी.17025:2017 प्रमाणित

**SECURITY PAPER MILL, NARMADAPURAM - 461005 (MP)**

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

Wholly owned by Government of India

Miniratna Category-I CPSE & ISO 9001:2015, 14001:2015, 45001:2018, 50001:2018 & IEC17025:2017 Certified

CIN:U22213DL2006GOI144763, GSTIN: 23AAJCS6111J3ZE



आज़ादी का  
अमृत महोत्सव

Tel. No.: 07574-255259, Fax No.07574-255170, E-mail: [gm.spm@spmCIL.com](mailto:gm.spm@spmCIL.com), Website: <http://spmNarmadapuram.spmCIL.com>

## NOTICE INVITING TENDER

Tender No. 6000017948/CANTEEN/MILK/22-23/1258

Dated: 10.12.2022

E-tenders are invited from eligible bidders for "Supply of Standard Milk Packets (1LTR.)". All the details regarding tenders are available at our SPM website <https://www.spmNarmadapuram.spmCIL.com> and MSTC website <http://www.mstcecommerce.com/eproc/>. In future corrigendum/extension etc., if any, shall be published only on website <https://www.spmNarmadapuram.spmCIL.com> and <http://www.mstcecommerce.com/eproc/>.

Further event details available on MSTC website (<https://www.mstcecommerce.com/eproc/>) is as below:

Buyer	Category
SECURITY PAPER MILL, NARMADAPURAM	Supply of Standard Milk Packet

Event Number	Description Event	Last Date
SPMCIL/Security Paper Mill Narmadapuram/Purchase/12/22-23/ET/329	Supply of Standard Milk Packet (1 LTR.)	27.12.2022 15:00 Hrs.

SD/-  
Manager (Material)  
SPM, Narmadapuram

## Vendor Registration Procedure for Common Portal(V3) e-Procurement

### System Requirements:

1. OS Windows 10 and above, browser Internet Explorer 10 and above
2. Digital Signature Class 3 and above (both signing and encrypting)

### STEPS:

1. Please visit <https://www.mstcecommerce.com>
2. Scroll onto e-Procurement tab and click on "Common Portal"
3. In the Vendor Login, please click on "Register"
4. Please fill all the details and follow the onscreen form to get registered.
5. Click on Submit button.
6. After the successful registration, an automated confirmation e-mail is sent to the provided email address.

Post Submission Login using your Digital Signature Class 3(both signing and encryption)

### For System Settings:

MSTC Help Desk Ph. 033 23400020, 23400021, 23400022

For System Settings Video Tutorial open link: [bit.ly/v3mstcvid](https://bit.ly/v3mstcvid)



SECURITY PRINTING AND MINTING  
CORPORATION OF INDIA LIMITED

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SECURITY PAPER MILL,  
NARMADAPURAM - 461005 (M.P), INDIA  
(A Unit of Security Printing and Minting Corporation of India Limited)(Wholly  
owned by Government of India)  
(Miniratna Category-I CPSE & ISO 9001:2015,  
14001:2015,45001:2018,50001:2018 & IEC 17025:2017 CERTIFIED)  
Website:<http://spmarmadapuram.spmcil.com>  
E-Mail:[gm.spm@spmCIL.com](mailto:gm.spm@spmCIL.com) CIN: U22213DL2006GOI144763  
Ph.No:91-7574-255259,Fax No:07574-255170

Not Transferable

PR Number	PR Date	Indenter	Department
10029607	25.11.2022	Canteen Sup	HR

Security Classification: Non Security

## TENDER DOCUMENT FOR PURCHASE OF: STANDARD MILK PACKET (1 LTR.)

Tender Number: 6000017948/CANTEEN/MILK/22-23/1258

Dated:10.12.2022

This Tender Document Contains 45 Pages.

Details of Contact person in SPMCIL regarding this tender:

**Name:** VIKAS KUMAR  
**Designation:** Manager (Material)  
**Address:** SPMN (Security Paper Mill, Narmadapuram)  
India

## Section1: Notice Inviting Tender (NIT)

6000017948/CANTEEN/MILK/22-23/1258

10.12.2022

(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	1 liter standard milk packet CMZZ007474	18000.000 Ltr	17000.00INR	

Type Of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	<b>Express Tender</b> TWO-BID NATIONAL COMPETITIVE BID (E - PROCUREMENT)
Dates of sale of tender documents:	As per MSTC E-procurement Portal.
Place of sale of tender documents	As per MSTC E-procurement Portal.
Closing date and time for receipt of tenders	As per e-procurement on MSTC.
Place of receipt of tenders	On MSTC E-procurement Portal.
Time and date of opening of tenders	As per E-procurement on MSTC.
Place of opening of tenders	ADMINISTRATION BLOCK, SPM, NARMADAPURAM
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)	Vikas Kumar, Manager Material

- 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.
- 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).
- Interested tenderers may obtain further information about this requirement from <https://www.mstcecommerce.com/eproc/>.
- Tenderer may also download the tender documents from the web site <https://spmarmadapuram.spmcil.com/> or <https://www.mstcecommerce.com/eproc/> and submit its tender by utilizing MSTC E-procurement Portal.
- 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).
- Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are to be submitted on MSTC Govt. e-procurement portal and the website is <https://www.mstcecommerce.com/eproc/>.
- In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the



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purchase organization, the tenders will be sold/ received/ opened on the next working day at the appointed time.

9. The tender documents are not transferable.
10. 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).
11. EMD amount mentioned in Section VI – List of Requirements shall be furnished in any one of the following forms:
  - a) Account Payee Demand Draft
  - b) Fixed Deposit Receipt
  - c) Banker's cheque

In acceptable form, otherwise the tender will not be accepted in any case. The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of account and place of payment specified in the para 1 above. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under section XIII in these documents.

***Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.***



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12. Enclosed: BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION

1. Check list (Annexure-I)
2. Declaration (Annexure-II)
3. Declaration (Annexure-III)
4. Declaration (Annexure-V)
5. Confidentiality and non-disclosure agreement.

Yours faithfully,

(Vikas Kumar)  
Manager(Material)  
For Chief General Manager  
E-mail : [kumar.vikas@spmcil.com](mailto:kumar.vikas@spmcil.com)  
PHONE :- (07574) 286842 & 286588

CORRESPONDING ADDRESS

THE CHIEF GENERAL MANAGER  
SECURITY PAPER MILL  
NARMADAPURAM – 461005 (M.P.)

SIGNATURE OF BIDDER WITH NAME ,  
DESIGNATION & SEAL

.....  
.....

*[Name, designation, address, tel. No etc. of the officer signing the document]*

For and on behalf of

.....



Tender Number:6000017948

**Section II: General Instructions to Tenderer (GIT)**  
**Part I: General Instructions Applicable to all Types of Tenders**

Kindly refer <https://spmCIL.com/uploaddocument/GIT/new.pdf> for further details (GIT contains 61 pages)

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SIGNATURE OF BIDDER WITH NAME,  
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**Section II: General Instructions to Tenderer (GIT)**  
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SIGNATURE OF BIDDER WITH NAME,  
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### **Section III: Special Instructions to Tenderers (SIT)**

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

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

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

Sl. No.	GIT Clause No.	Topic	SIT Provision
1	3.	Eligible Tenderers	Applicable
2	3.4	Eligible Goods and Services (Origin of Goods)	Applicable
3	6.1	The tender documents includes:	Applicable
4	8	Pre-bid Conference	Not Applicable
5	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 SPMH in writing or by fax/e-mail/telex. SPMH will respond in writing to such request provided the same is received before 14 days prior to the prescribed date of submission of tender.
6	10.1	The Technical bid to be submitted by Tenderer shall contain the following documents, duly filled in, as required:	Applicable
7	11.2	Tender Currency	Supplier is requested to quote price in INR within 2 Decimal place. Quotation with price quote beyond 2 decimal place is ignored.
8	12.1	Tender Prices	Applicable
9	12.2,33,36.1	Schedule wise evaluation	Not Applicable
10	12.6	GST details	Applicable
11	14	PVC Clause & Formula	Not Applicable
12	14.4 to 14.7	Exchange Rate Variation (ERV)	Not Applicable
13	16.1 a) to c)	Documents Establishing Tenderer's Eligibility and Qualifications	Applicable

14	18.4, 18.5	Earnest Money Deposit (EMD)	Applicable.
15	19	Tender Validity	120 DAYS FROM THE DATE OF OPENING OF QUOTATION
16	20.4	Number of Copies of Tenders to be submitted	Upload on MSTC E-Procurement Portal.
17	20.8	Two Bid System	Applicable.
18	20.9	E-Procurement	Applicable
19	34. and 35.1	Comparison on CIF Destination Basis	Not Applicable
20	35.2 to 35.6	Additional Factors for Evaluation of Offers and Preferential schemes	Not Applicable
21	43	Parallel Contracts	Not Applicable
22	44.1	Serious Misdemeanors	Applicable
23	44.3	Integrity Pact	Not Applicable
24	45.1	Notification of Award	Applicable
25	50.	Applicability of additional GIT for rate Contracts	Not Applicable
26	51.	Applicability of additional GIT for PQB Tenders	Not Applicable
27	52.	Applicability of additional GIT for Tenders involving Samples	Not Applicable
28	53.	Applicability of additional GIT for EOI Tenders	Not Applicable
29	54.	Applicability of additional GIT for Tenders for Disposal of Scrap	Not Applicable
30	55.	Applicability of additional GIT for Development/Indigenization Tenders	Not Applicable
31	Special Condition	GST Returns	Supplier Should file the GST returns for outward supplies in time. SPM reserves the right to withhold the GST payment till production of evidence of filling of Returns.
32	Special Condition	TCS u/s 206C (1H) read with TDS u/s 194Q:	SPM (as Buyer) is liable to deduct TDS u/s 194Q @ applicable rate on goods purchases (if applicable). In case of deduction of TDS under section 194Q; the Supplier (Vendor) need not to charge TCS u/s 206C (1H) on invoicing on or after 01.07.2021.
33	Special Condition	Sec. 206AB of IT Act:	Vendor has to submit declaration in specified format for the compliance of Section 206AB of Income Tax Act, 1961. In case of non-submission of declaration; TDS will be deducted at higher rates (as applicable) as per section 206AB.



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**Section IV: General Conditions of Contract (GCC)**  
**Part I: General Conditions of Contract applicable to all types of Tenders**

Kindly refer <https://spmCIL.com/uploaddocument/GCC/new.pdf> for further details (GIT contains 36 pages).

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SIGNATURE OF BIDDER WITH NAME,  
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**Section IV: General Conditions of Contract (GCC)**

**Part II: Additional General Conditions of Contract applicable to all types of Tenders**

Kindly refer <https://spmciil.com/uploaddocument/GCC/new.pdf> for further details (GIT contains 36 pages)

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SIGNATURE OF BIDDER WITH NAME,  
DESIGNATION & SEAL

### **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)

<b>S. No.</b>	<b>GCC Clause No.</b>	<b>Topic</b>	<b>SCC Provision</b>
1	1.2	Abbreviations:	APPLICABLE
2	6.1, 6.3 & 6.5	Performance Bond/ Security	REFER SECTION-VI, CLAUSE NO.5 OF THE TENDER ENQUIRY)
3	8.2	Packing and Marking	NOT APPLICABLE
4	9	Inspection and Quality Control	APPLICABLE
5	11.2	Transportation of Domestic Goods	NOT APPLICABLE
6	12.	Insurance	NOT APPLICABLE
7	15	Distribution of Dispatch Documents for clearance/ Receipt of Goods	NOT APPLICABLE
8	16.2, 16.4	Warrantee Clause	Not Applicable
9	19.3	Option Clause	The General Manager Security Paper Mill Narmadapuram may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.
10	20.1	Price Adjustment Clause	Not Applicable
11	21.	Taxes and Duties	APPLICABLE
12	22.	Terms and Mode of payments	REFER SECTION-VI, Clause No. 4 (Terms of mode of payment)
13	24.1	Quantum of LD	If the contractor fails to deliver the goods and/or services or any installment thereof within the Delivery Period, SPM Narmadapuram shall, without prejudice to other rights and remedies available to SPM, Narmadapuram under the contract, deduct from the contractor price, as Liquidated damages, a sum equivalent to the rate of 0.5 % of the delivered price of the delayed goods and/or services along with applicable GST of 18% on the LD amount, for each week of delay or part thereof until actual delivery or performance, subject to



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			a maximum deduction of the 10% (plus GST on the LD amount) of the delayed goods or services.
14	25.1	Bank Guarantee and Insurance for Material Loaned to Contractor	Not Applicable
15	33.1	Resolution of Disputes	APPLICABLE
16	36.3.2,	Disposal/ Sale of Scrap by Tender	Not Applicable

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SIGNATURE OF BIDDER WITH NAME,  
DESIGNATION & SEAL

### **Section VI: List of Requirements**

Schedule No.	Brief description of goods and services (Related specifications etc. are in Section-VII)	HSN Code	Accounting unit	Quantity	Amount of Earnest Money (INR)	Place of Delivery for GST purpose
1	STANDARD MILK PACKET (1 LTR.) CMZZ007474		EA	18000	Rs.17,000/-	

#### **SUBMISSION OF TWO BID TENDER:**

Technical bid and financial bid are to be submitted on the MSTC E-Procurement Portal. It may be noted that the price is not to be quoted either in technical bid (Technical Cover). It shall only be quoted in price bid (Price Cover). Non-adherence to this shall be making tender liable for rejection.

Tenders shall be submitted in parts as below:-

#### **PART – I: TECHNO-COMMERCIAL BID**

Note : Confirm the following terms and condition and submit the required documents with your Techno-commercial bid.

(1). Technical Specification : As per Section-VII & firm can also submitted supporting documents.

(2). Tender Fee : NOT Applicable

(3). (i) Earnest Money Deposit : Applicable and Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

(ii) MSME firm submit valid MSME Certificate containing the tendered item in ions. No price details to be given in this tender (as per Section-X).

(4) The tenderer shall submit the acceptance of detailed scope of work as per Section VII of this tender document.

(5) Blank price bid duly sealed and signed without mentioning any price element.

(6) Please confirm the offer validity, F.O.R., contract period and payment terms as per the other terms and condition of Section VI of tender document.

(7) Submit the following declaration on your letter head with seal and sign as per the Annexure - III of this tender :



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a. We have not been blacklisted / debarred by BNPMIPL/BRBNMPL/SPMCIL or any Govt. Departments for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.

b. We do hereby declare that we have read and understood all terms and conditions of tender document including GIT,SIT, GCC, SCC, Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.

c. "We are accepting all the terms and conditions of the tender document without any deviation and withdraw all deviations if any"

(8) All Section & pages (front and back) of the tender documents strictly should be signed, name and sealed by bidder firm.

(9) Submit the declaration duly seal and signed by Competent Authority on your letter head as per section-IX: Qualification/Eligibility criteria point no. VI (as per annexure-IV) as below:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that M/s.....(firm's name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s .....(firm's name) fulfills at requirements in this regard and is eligible to be considered."

I, the undersigned, declare that the item.....originate in.....(Name of the country).

(10) Submit copy of valid Authorization certificate.

(11) Submit Pan Card Copy.

## II. PART – B: PRICE BID:

The bidders shall quote the price and other elements of price as per the format given as Section – XI of this tender documents. Insertion, post script, addition and alteration shall not be made, if any, will not be considered for calculating the price.

Note:

1. Un- Workable rates shall be liable for rejection.

2. "BIDDER TO FURNISH STIPULATED DOCUMENTS ALONG WITH TENDER IN SUPPORT OF FULFILLMENT OF TENDER CRITERIA. FURTHER CORRESPONDENCE IN THIS REGARD WILL NOT BE ENTERTAINED FOR ANY REASON. NON-SUBMISSION OR INCOMPLETE SUBMISSION OF DOCUMENTS MAY LEAD TO REJECTION OF OFFER

3. Non submission of any of the above document may lead to rejection of bid.

## OTHER IMPORTANT TERMS AND CONDITIONS:

(1). Validity: 120 days from the date of opening of the tender, offer valid for a shorter period shall be treated as unresponsive & rejected.



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(2). Required Delivery :

- i) Period of contract: 01 year from the date of issue of NAC/PO.
- ii) Delivery terms: F.O.R. Security Paper Mill, Narmadapuram, Canteen Section (duly unloaded)
- iii) Preferred mode of Transport: BY ROAD Transport the contracted material/ supplies. Only through register common carrier.

(3). Delivery Schedule: 50 packets at 6:00 AM daily for 1 year.

(4). TERMS AND MODE OF PAYMENT:

(a) 100% payment shall be done on receipt and acceptance (suitability) of goods by the SPM, Narmadapuram on every month delivery basis and on production of all required documents by the supplier.

(b) Mode of payment: Payments to supplier are made through RTGS/NEFT. Bidder should provide Bank Account details as below

- i. Name of the supplier
- ii. Account no
- iii. Account Type
- iv. Name of the bank
- v. Branch
- vi. City
- vii. Branch code
- viii. MICR Code
- ix. IFSC Code

(c) Payment shall be done through RTGS/NEFT facility.

(d) The contractor will have to provide original bill (in triplicate) To CGM, SPM, and Narmadapuram on every 1st - 2nd Day of each month with documentary proof of Milk rate.

(e) Any change/revision in milk rates by distributor will be accepted only after the production of revised rate list from Manufacturer and discount of each packet that rate shall be applicable to SPM. The actual rates applicable on the date of supply will be charged. SPM will pay on the prevailing rates declared by Manufacturer.

(f) For settlement of any related dispute contractor should contact the chairman of Canteen committee, Security Paper Mill, Narmadapuram.

(g) The payment will be made by SPM through RTGS / NEFT to the contractor after submission of their bill duly certified by user department.

(h) Applicable taxes may please mention on Price schedule/ Invoice of document along with HSN/ SAC code.

(i) Registration certificate of GSTIN issued from the concerned authority may please be attached along with tender document.

(5). PERFORMANCE SECURITY

(5.1) Within twenty-one days after the issue of notification of award by SPMH, the supplier shall furnish



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performance security of the value equal to 03% of the value of the contract to SPMH, valid up to sixty days after the date of completion of all contractual obligations by the supplier.

(5.2) The performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:

(a) Account payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of Security Paper Mill, Narmadapuram as indicate in the clause 3 of NIT.

(b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in Section XV of this document.

(5.3) In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to SPM to compensate SPM for the same.

(5.4) 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.

(6) WARRANTY: Not Applicable

(7) Procurement Preference for MSE

(i) From time to time, the Government of India (GoI) lays down procurement policies to help inclusive national economic growth by providing long-term support to small and medium enterprises and disadvantaged sections of society and to address environmental concerns. The Procurement Preference Policy for Micro and Small Enterprises has been notified by GoI in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006.

(ii) Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (MSME), indicated below:

- (a) District Industries Centres.
- (d) Khadi and Village Industries Commission.
- (e) Khadi and Village Industries Board.
- (f) Coir Board.
- (g) National Small Industries Corporation.
- (h) Directorate of Handicraft and Handloom; and
- (i) Any other body specified by the Ministry of MSME.

(iii) For ease of registration of Micro and Small Enterprises (MSEs), Ministry of MSME has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

(iv) The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption.

(v) As per MSME Act, 2006 and Government of India's stimulus package announced on 13/02/2020 MSME payments have to be released within 45 days by Government and PSUs. As per the MSME Act, delays may attract punitive interest.

(vi) Under Public Procurement Policy for MSEs, a minimum 25 per cent share out of the total procurement by Central Government Ministries/ Departments/ Public Sector Undertakings are to be made from MSEs. To meet this target, PSUs are required to conduct special Vendor Development Programmes/ Buyer-Seller Meets for SCs/STs entrepreneurs.

(vii) If a MSE bidder quotes a price within the band of the lowest (L1) +15 per cent in a situation where the L1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded 25 per cent of the total tendered value if they agree to match the L1 price. In case of more than one such eligible MSE, the 25 per cent quantity is to be distributed proportionately among these bidders. Within this, a purchase preference of 4 per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and 3 per cent is reserved for procurement from MSEs owned by women (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ ST or Women MSE to participate in tender process or meet tender requirements and L1 price, 4 percent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ ST or women entrepreneurs:

(a) In case of proprietary MSE, proprietor(s) shall be SC /ST or women.

(b) In case of partnership MSE, the SC/ ST or women partners shall be holding at least 51% shares in the unit

(c) In case of Private Limited Companies, at least 51% share shall be held by SC/ ST or women promoters.

In the opinion of Ministry of MSME, in case of tender item is non-split-able or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE.

This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

## (8) SCHEDULE WISE EVALUATION

The Evaluation of L1 bidder shall be based on the consolidated Grand total offered by the bidder as per section - XI of this tender document.

(9) Any dispute, arising out of the supply order/ contract will be subject to the exclusive jurisdiction of the competent court at Narmadapuram.

(10) Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority through firm.

(11) Submit Manufacturing/Authorization Certificate:

(i) If the bidder firm is manufacturer then firm has to submit the valid registration certificate.

(ii) If the bidder firm is not the manufacturer then firm has to submit the valid manufacturers authorization certificate/valid dealership certificate of the item supplied as per the standard form duly filled by OEM as per annexure-XIV of this tender document.



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(12) All Sections & pages of the tender documents strictly should be signed, name and sealed by bidder firm.

SIGNATURE OF BIDDER WITH NAME,  
DESIGNATION & SEAL



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## Section VII: Technical Specifications

---

1 Ltr. Chah/Chai Special Milk

**Brand** - (Sanchi/Amul/Sourabh/Shridhi) -1Litr Pack

**Qty.** : 18000 Pkts.



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## **Section VIII: Quality Control Requirements**

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NOT APPLICABLE



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## **Section IX: Qualification/Eligibility Criteria**

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Not Applicable



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## **Section X: Tender Form**

**Date:**

To,  
Security Paper Mill, Narmadapuram  
A Unit of Security Printing & Minting  
Corporation of India Limited  
(Wholly Owned by Govt. of India)  
Narmadapuram

Ref: Your Tender document No.6000017948 /CANTEEN/MILK/22-23/1258      dated 10.12.2022

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 of \_\_\_\_\_ (total tender amount in figures and words), as 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 up to ..... , 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 up to 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 further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

.....  
**(Signature with date)**

.....  
**(Name and designation)**

Duly authorized to sign tender for and on behalf of



**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. Dep't. / PSU/ Others:
- (c) Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):
- (d) MSME Registration no. (with copy of registration):.....
- (e) Udyog Aadhar 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 23<sup>rd</sup> 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/ Depts. 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



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- 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

The Price bid should clearly indicate the break-up of the price as under:-

S.No.	Price Break Up	Item No.	10
Description of HSN No.of Item			
1.	Basic Price per Packet (Rs.)		-----
2.	GST in percentage(%)only (Rs.)		-----
	Total (1+2)	Rs.	-----
3.	Other Charges, (if any)	Rs.	-----
4.	Total Price (F.O.R, SPM, Narmadapuram) (duly unloading in figures only) per Packet =	Rs.	-----
5.	Total Quantity 18,000 Packets		-----
6.	Total Price (F.O.R, SPM, Narmadapuram) (in figures only) =(4X5)	Rs.	-----
7.	Total Price (F.O.R, SPM, Narmadapuram) (in words only) (4X5)	Rs.	-----

**NOTE:**

- (1) Conditional price & Variable price in Tender are liable to be rejected.
- (2) Bidder should mention separately regarding Duties/Taxes otherwise tax exemption Certificate may be enclosed.
- (3) Quote your rates in your quotation as per the given above price schedule format only and accept above special Condition i.e. F.O.R., VALIDITY, DELIVERY PERIOD, PAYMENT TERMS AND ALL OTHER TERMS AND CONDITION INCLUDING G.C.C.& G.I.T.OF TENDER without any deviation otherwise your offer will be rejected without any communication.
- (4) The method of evaluation of L1 criteria for awarding the contract shall be on consolidation offer by the bidder by total offered price and be decided taking into consideration of total offered price.
- (5) Please Mention your GSTN No.

SIGNATURE OF BIDDER  
(WITH NAME, DESIGNATION AND SEAL)



### **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):



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- 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 XIV: Manufacturer's Authorization FORM

---

To,  
Security Paper Mill, Narmadapuram  
A Unit of Security Printing & Minting  
Corporation of India Limited  
(Wholly Owned by Govt. of India)  
Narmadapuram

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  
..... here by authorize 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]

Note: This letter of authorization 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.



## **Section XV: Bank Guarantee Form for Performance Security**

.....[insert: Bank's Name, and Address of issuing Branch or Office]

Beneficiary: [insert: Name and Address of SPMCIL]

D a t e : \_ \_

PERFORMANCE GUARANTEE No. : \_

WHEREAS..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no ..... dated ..... to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay SPCMIL up to the above amount upon receipt of its first written demand, without SPMCIL having to substantiate its demand.

This guarantee will remain in force for a period of sixty days after the currency of this contract and any demand in respect thereof should reach the bank note later than the above date.

.....  
(Signature with date of the authorized officer of the Bank)

.....

.....  
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Name and designation of the officer

.....

.....  
Seal name& address of the Bank and address of the Branch



**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' Authorization 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: .....



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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 dispatch 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 / 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

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.

1. 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.
2. Permission for entry to the hall where even is held may be refused in case authorization as prescribed above is not produced.



SECURITY PRINTING AND MINTING  
CORPORATION OF INDIA LIMITED

Tender Number:6000017948

**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 dispatch .....

Dated ..... (enclosed)

Inspection Certificate No ..... dated ..... (enclosed)

Place and Date

Received Rs .....

Rupees) .....



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We solemnly certify that:

- a. Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
- b. Goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
- c. We are registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- d. This bill form / invoice is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules has been sent to the Purchaser as and when deliveries are made to the consignee.
- e. That the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier



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**Section XIX: NEFT Mandate**  
**(Refer clause 22.2 of GCC)**

From: M/s. ....

Date: .....

To:

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

Sub: NEFT payments

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

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM**

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

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

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



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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

**ANNEXURE - I**

**TWO BID, SINGLE STAGE ( TWO PACKET) TENDER**  
**BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION**

**Part I: - TECHNO-COMMERCIAL BID**

S.No.	Tender Submission Check Points	Check before submission Tick ( <input checked="" type="checkbox"/> )
1	Tender Fee	Not Applicable
2	Earnest Money Deposited <b>Rs. 17,000/-</b>	Applicable
4	Destination /work/service place :- SPM Narmadapuram	
5	Delivery Period: Acceptance of delivery period as per tender Document	
6	Tender Validity <b>120 days</b> as per the tender	
7	Payment Terms as per the tender document.	
8	Technical Specification –Section VII as per tender	
9	Submit Manufacturer's Authorization form	
10	Submit the documents as per Qualification / Eligibility criteria – Section IX	
11	Blank Price Bid as per Section XI ( Without Price but mention the taxes & other Other charges )	
12	Fill Tender Form – Section X duly seal & sign ( Without mentioning price)	
13	Submit a document on letter head with seal and sign stating “unconditional accepting all the terms and conditions of tender enquiry without any deviations with acceptance of all section of this tender document (GIT, SIT, SCC, Quality Control requirement, Tender Form, Questionnaire etc.,)	

**NOTE :** “BIDDER TO FURNISH STIPULATED DOCUMENTS ALONG WITH TENDER IN SUPPORT OF FULFILLMENT OF TENDER CRITERIA. FURTHER CORRESPONDENCE IN THIS REGARD WILL NOT BE ENTERTAINED FOR ANY REASON. NON-SUBMISSION OR INCOMPLETE SUBMISSION OF DOCUMENTS MAY LEAD TO REJECTION OF OFFER”.

**Part II: - PRICE BID**

S.No.	Tender Submission Check Points	Check before submission Tick ( <input checked="" type="checkbox"/> )
1	Price Bid as per Section XI (Price including all taxes & other charges )	

.....  
(Bidder's Seal & Sign)



Tender Number:6000017948

**ANNEXURE – II**

**Tender No. 6000017948/CANTEEN/MILK/22-23/1258 Dated: 10.12.2022**  
**(To be submitted on the letter head)**

**DECLARATION**

We do hereby declare that,

1. We have not been blacklisted /debarred by BNPMIPL /BRBNMPL /SPMCIL or any Govt. Departments for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.
2. We do hereby declare that we have read and understood all terms and conditions of tender document including GIT, SIT, GCC, SCC, Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.
3. "We are accepting all the terms and conditions of the tender document without any deviation and withdraw all deviations if any"
4. "We Declare that If we withdraw or modify our bids during period of validity of tender etc. than we will be suspended for the period of 03 years from the date of opening of tender."

Signature.....  
Name.....  
Designation.....  
Date.....  
Stamp of the Organization.....

**ANNEXURE – III**

**Tender No. 6000017948/CANTEEN/MILK/22-23/1258 Dated: 10.12.2022**  
**(To be submitted on the letter head)**

**DECLARATION**  
**(Refer GIT Clause No.3.5)**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that M/s.....(**firm's name**) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s ..... (**firm's name**) fulfills at requirements in this regard and is eligible to be considered." (where applicable, evidence of valid registration by the competent Authority shall be attached)"

I, the undersigned, declare that the item.....originate in.....(Name of the country).

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....



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**ANNEXURE –IV**

**Tender No. 6000017948/CANTEEN/MILK/22-23/1258 Dated: 10.12.2022**  
**(To be submitted on the letter head)**

**Declaration for Section 206AB of TDS under Income Tax Act, 1961**

Vendor Code: \_\_\_\_\_

M/s \_\_\_\_\_

PAN \_\_\_\_\_

GSTIN \_\_\_\_\_

I/We (Legal Name and Complete Address) \_\_\_\_\_ PAN: (PAN No.)  
\_\_\_\_\_, TAN: (TAN No.) \_\_\_\_\_, referring to the provisions of  
206AB of the IT Act, 1961, hereby declare the following:-

Financial Year	Aggregate TDS & TCS credit in our name was Rs. 50,000 or more ("Yes/No")	Income Tax Return ("ITR") Filed ("Yes/No")	E-filing Acknowledgement Number (15 digit - number) (Attach copy of acknowledgements)	Date of Filing of Return of income u/s 139/1 (DD/MM/YYYY)	Linked PAN with Aadhaar number or will link it before 30 June 2021 (or any further date as may be notified by CBDT ("Yes/No"))
2018-19					
2019-20					

We do hereby declare that to the best of my/our knowledge and belief what is stated above is correct, complete and is truly stated. In case there is a tax liability, interest or penal consequences which are levied on SPM on account of the false representation/declaration, I/we undertake to fully indemnify SPM for the same.

FOR \_\_\_\_\_

Authorized Signatory

Date:

*Note: In case the vendor failed to comply with the above provisions, TDS shall be deducted at the higher of the following rates, namely:-*

- (i) at twice the rate specified in the relevant provision of the Act; or*
- (ii) at twice the rate or rates in force; or*
- (iii) at the rate of five per cent (5%).*



**CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT**

(Note: To be duly signed by a Key Managerial Personnel or a person duly authorised by the Bidder.)

This **CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT** (hereinafter referred as the "Agreement") is made at [.....] on this \_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter referred as "Effective Date") between Security Paper Mill, Narmadapuram (A Unit of SPMCIL), a company incorporated under the Companies Act, 2013 and having its registered office at Corporate office, SPMCIL (Wholly Owned by Government of India) situated at 16th Jawahar Vyapar Bhawan, Janpath, New Delhi. (Hereinafter referred to as the "Company" or "Disclosing Party" which shall be deemed to mean and include its successors and assigns) of the FIRST PART

**And**

\_\_\_\_\_, a company incorporated under the Companies Act, 2013 and having its Registered Office at \_\_\_\_\_ (hereinafter referred to as the "\_\_\_\_\_" or "Receiving Party" which shall be deemed to mean and include its successors and permitted assigns) of the SECOND PART;

"Disclosing Party" and "Receiving Party" are individually referred to as "Party" and collectively referred to as "Parties".

**WHEREAS:**

A. \_\_\_\_\_ is engaged in the business of.....

B. \_\_\_\_\_ is engaged in the business of \_\_\_\_\_.

C. SPM, Narmadapuram is availing services for....., which involves tasks which are confidential and sensitive for an organisation which is involved in manufacturing of Bank Note Papers and NJSP. SPM, Narmadapuram is also a "Prohibited Place" under the Official Secrets Act, 1923 vide gazette notification dated 15.10.1970. The Organisation is also classified as performing "Public Utility Service" under Industrial Disputes Act, 1948.

D. With a view to enable the successful execution of the Transaction, SPM, Narmadapuram will disclose certain confidential information (hereinafter defined) to the Receiving Party in respect of the Transaction.

NOW, THEREFORE, in consideration for the mutual promises and covenants hereunder the Disclosing Party and Receiving Party agree as follows:

**1. DEFINITIONS**

1.1 "**Confidential Information**" means the information provided, disclosed or submitted by the Disclosing Party to the Receiving Party, in written, representational, electronic, verbal or other



form and includes all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, human resource information and

any other information disclosed or submitted whether prior to the Effective Date of this Agreement or thereafter including without limitation, the information on the contents and existence of this Agreement and analysis, compilations, studies and other documents prepared by either Party or its representatives or which contain or otherwise reflect or are generated from any Confidential Information.

1.2 “**Representative**” of a Party means any employee, agent, director, advisor, affiliate, investor, consultant, partner or any other person concerned or acting on their behalf.

## **2. RECEIVING PARTY'S OBLIGATIONS**

2.1 The Receiving Party agrees that the Confidential Information is to be considered confidential and proprietary to Disclosing Party, and Receiving Party shall hold the same in confidence. The Receiving Party and its Representative shall make use of the Confidential Information solely for the purpose of the Transaction or such other purposes from time to time agreed or consented by the Disclosing Party as evidenced in writing. The Receiving Party and any of its Representatives shall not without the prior consent of the Disclosing Party or as expressly permitted herein, disclose, publish or reveal or cause it to be disclosed, published or revealed or make available to any other person, or use or allow others to disclose or use, the Confidential Information in any manner whatsoever other than as provided in this Agreement.

2.2 The Receiving Party and its Representatives shall exercise no lesser security or degree of care than it applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.

2.3 Confidential Information furnished in tangible form shall not be duplicated or caused to be duplicated by Receiving Party or any of its Representatives. Upon the written request of Disclosing

Party, Receiving Party shall return all Confidential Information received from the Disclosing Party in any form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. Any documents or other media developed by the

Receiving Party containing Confidential Information shall be destroyed by Receiving Party. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction within ten (10) days thereafter.

2.4 It is agreed between the Parties that Receiving Party shall not disclose or direct its Representatives, to disclose (a) the Confidential Information has been made available to them, (b) that discussions or negotiations are taking place concerning a possible Transaction between the Parties or (c) any terms, conditions or other facts with respect to any such possible Transaction, including the status thereof, to any third party without the prior written consent of the Disclosing Party.



### **3. EXCEPTIONS**

Confidential Information does not include any information that:

3.1 at the time of its disclosure, is in public domain or which after disclosure becomes part of public domain through no fault of the Receiving Party or its Representatives; or

3.2 prior to its disclosure to the Receiving Party in connection with the Transaction was already in the possession of the Receiving Party or thereafter becomes known to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party.

3.3 is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information;

### **4. PERMITTED DISCLOSURES**

The Receiving Party shall restrict the possession, knowledge, development and use of the Disclosing Party's Confidential Information to its Representatives or any person claiming under it

(a) Who have a need to know such Confidential Information, and

(b) Who are bound by a non-disclosure agreement or confidentiality obligations consistent with and at least as protective as this Agreement.

However, the Receiving Party will remain responsible for any breach of the terms of this Agreement by any of the persons mentioned herein to whom this Confidential Information would be disclosed by the Receiving Party.

### **5. COMPELLED DISCLOSURE**

The Receiving Party may disclose Confidential Information to the extent necessary pursuant to applicable laws, regulation, court order, or other legal process, provided the Receiving Party notifies the Disclosing Party of the existence, terms and circumstances surrounding such a request so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

### **6. NO LICENSE**

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Receiving Party agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.



## **7. NO LIABILITY**

The Receiving Party understands and agrees that neither the Disclosing Party nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation, warranty or guaranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability, responsibility or obligation to Receiving Party or its affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

## **8. INJUNCTIVE RELIEF**

The Parties acknowledge that monetary damages alone may be an inadequate remedy for breach of the Receiving Party's obligations under this Agreement. In addition to any other remedy which may be available in law or equity, Disclosing Party shall be entitled to injunctive order or other equitable relief to prevent a breach of this Agreement and to compel specific performance of this Agreement.

## **9. TERM**

Keeping in mind the nature of work and sensitivity of the Disclosing Party, the Agreement and the obligations under this Agreement shall survive for a period of 20 Years, from the expiry of this Agreement.

## **10. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of India and the Parties consent to the exclusive jurisdiction of the courts in Narmadapuram for any dispute arising out of this Agreement.

## **11. MISCELLANEOUS**

11.1 This Agreement constitutes the entire Agreement amongst the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral, except obligations imposed by law which shall be deemed a part of this Agreement. This Agreement may not be amended except in writing signed by both Parties hereto. No failure or delay by any Party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Nothing in this Agreement shall be implied, except as required under statute.

11.2 The terms and conditions of this Agreement shall inure to the benefit of and be binding



Tender Number:6000017948

upon the successors and assigns of the Parties. The obligations under this Agreement shall not be assigned or otherwise transferred in whole or in part by Receiving Party without the prior written consent of the Disclosing Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SIGNED FOR AND ON BEHALF OF  
Security Paper Mill, Narmadapuram

In the presence of

1.

2.

SIGNED FOR AND ON BEHALF OF

In the presence of

1.

2.