



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3081436
Dated/दिनांक : 10-02-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-03-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-03-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Economic Affairs
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmcl)
Office Name/कार्यालय का नाम	Janpath
Item Category/मद केटगरी	Custom Bid for Services - Executive class like premium SedanToyota Yaris White only with AC Model BSVI 3
Contract Period	2 Year(s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	16000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank	Indusind bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Narmadapuram
Security Paper Mill, Narmadapuram
(Security Paper Mill)

Splitting/विभाजन

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria,

the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1676023628.pdf](#)

Service Level Agreement (SLA):[1675495949.pdf](#)

GEM Availability Report (GAR):[1675496112.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1676023655.pdf](#)

Scope of Work:[1676023637.pdf](#)

Payment Terms:[1675496104.pdf](#)

Custom Bid For Services - Executive Class Like Premium SedanToyota Yaris White Only With AC Model BSVI 3 (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Executive class like premium SedanToyota Yaris White only with AC Model BSVI 3
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Balbir Singh Prajapati	461005, Security Paper Mill ,Narmadapuram , Madhya Pradesh	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रता द्वारा जोडी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Security Paper Mill payable at Narmadapuram.

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.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Security Paper Mill payable at Narmadapuram. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

5. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Security Paper Mill, Narmadapuram A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS (ATC)

1. Required Terms of Delivery: F.O.R. Security Paper Mill Narmadapuram (Duly Unloaded).

2. Destination: Security Paper Mill, Narmadapuram (M.P.)-461005

3. Liquidated Damages (LD) Clause: 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 contract price, as Liquidated damages, a sum equivalent to the rate of 0.5 Percent of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods or services.

4. The terms and conditions, guidelines of SPMCIL Procurement Manual Version 2.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer General Instructions to Tenderer (GIT) and General Conditions of Contract (GCC) of SPMCIL Procurement Manual Version 2.0 for additional terms and conditions as per the links given below:

GIT: <https://spmCIL.com/uploaddocument/GIT/new.pdf>

GCC: <https://spmCIL.com/uploaddocument/GCC/new.pdf>

5. 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.

6. Vendor has to submit declaration in specified format (*refer Buyer added Specific ATC*) 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.

7. GST Return: Supplier should file the GST returns for outward supplies in time. SPM reserves the right to withhold the payment of further supplies till production of evidence of filing of Returns.

8. No Deviation Certificate: Bidder should confirm in their quotation, "We acceptance of all terms and condition with technical specification of Bid document without any deviation".

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the General Terms and Conditions/सामान्य नियम और शर्तें, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Hiring of vehicle (LMV) without driver for annual contract basis for two years.

A.) Specifications:

1. Vehicle type : Light Motor Vehicle (LMV)
2. Make : Executive class like premium Sedan-Toyota Yaris
(White only) with A.C. Model (BS-VI) OR Equivalent
3. Fuel Type : Petrol / Diesel
4. Engine Capacity : min. 1450 to 1500 CC
5. Seating Capacity : 5 Seater (4+1)
6. Monthly running charges : Fixed upto 1500 Kms including all maintenance activities of vehicle including fuel, petrol/diesel, engine oil, maintenance cost, etc. shall be in the scope of supplier.
7. Period of contract : Two years

Note: - Extra charges shall be paid by SPM per Km basis above 1500 kms.

Technical Specifications / Requirement:

Hiring of vehicle (LMV) without driver for annual contract basis for two years.

A.) Specifications:

- | | |
|----------------------------|--|
| 1. Vehicle type | : Light Motor Vehicle (LMV) |
| 2. Make | : Executive class like premium Sedan-Toyota Yaris (White only) with A.C. Model (BS-VI) OR Equivalent. |
| 3. Fuel Type | : Petrol / Diesel |
| 4. Engine Capacity | : min. 1450 to 1500 CC |
| 5. Seating Capacity | : 5 Seater (4+1) |
| 6. Monthly running charges | : Fixed upto 1500 Kms including all maintenance activities of vehicle including fuel, petrol/diesel, engine oil, maintenance cost, etc. shall be in the scope of supplier. |
| 7. Period of contract | : Two years |

Note: - Extra charges shall be paid by SPM per Km basis above 1500 kms.

B.) Destination: Premises of Security Paper Mill, Narmadapuram

C.) Important Conditions:

1. The vehicle provided by the contractor shall be Latest or newly vehicle launched & Model- BS-VI or not more than 3 years old. The vehicle should have white colour with good running condition, good interior, floor mate & exterior in all respect, along with white curtains and white seat cover and also with safety compliance.
2. Vehicle should follow latest norms and taxi permit. Vehicle to provide without driver for Two year (365 days X 24 hours including Holidays)
3. The vehicle should have proper registration with local transport authorities duly paid with all taxes as required. Insurance, PUC etc. The vehicle should have interstate / All India Permit.
4. All the maintenance & repairing activities of the vehicle including fuel-petrol/Diesel, engine oil, etc. shall be in the scope of contractor / supplier only and the vehicles should be sent duly filled with Petrol /diesel before reporting to S.P.M. Narmadapuram.
5. Periodical maintenance / Servicing / Checks shall be carried out by the contractor for up keeping of the vehicle.
6. In case of any maintenance / breakdown then the contractor has provide alternate vehicle within 4 Hours, failing which S.P.M. reserves the right to hire alternate vehicle at risk & cost of the contractor.
7. The rate should be quoted with travel upto 1500 km on per month basis. If the vehicle run extra km in a month after maximum fixed kilometer, than Extra km rates will be paid S.P.M. Hoshangabad.
8. Vehicle can be handed over to contractor for one/two times in a month for maintenance. The maintenance charges will not be paid by SPM. During this period other similar vehicle of good and running condition shall be provided free of cost by the bidder and no additional payment will be made for the same.
9. The kilometer reading will commence at SPM, Narmadapuram and terminate at SPM, Narmadapuram on completion of work.
10. All road toll and taxes, parking etc., if any, should be borne by the travel agency and should not demand from vehicle user VVIP / Guests. This will be reimbursed at actual at the time of final payment of the bill as per Original receipt.
11. Payment will be made on Monthly basis on submission of bills for certified by the Competent Authority.
12. Any compensation on account of accident or damage to the vehicle or for death of any third party / S.P.M. employee or injury or loss, if any, shall be borne by the contractor with no liability towards S.P.M.

13. No police case/FIR against the vehicle and no pending court case against the vehicle.
14. In case of any dispute arising out of this agreement, the courts at Hoshangabad alone shall have jurisdiction to adjudicate upon.
15. Submit the copy of following documents within 10 days after issue of this Purchase order date.
 - a) Vehicle Registration book issued by R.T.O.
 - b) Documents of upto date Road Tax.
 - c) Comprehensive Insurance.
 - d) Fitness Certificate.
 - e) P.U.C. Certificate.

Note: All the above documents mention in point no. (15) are to be submitted after issue of NAC/Service Order.

100% payment will be made visit wise (MONTHLY basis) after suitability and acceptance of service at SPM destination and on production of all required document by supplier through RTGS/NEFT only

**ANNEXURE-I****Price Schedule**

SCHEDULE:1

Name of Bidder :

Offer No. & Date :

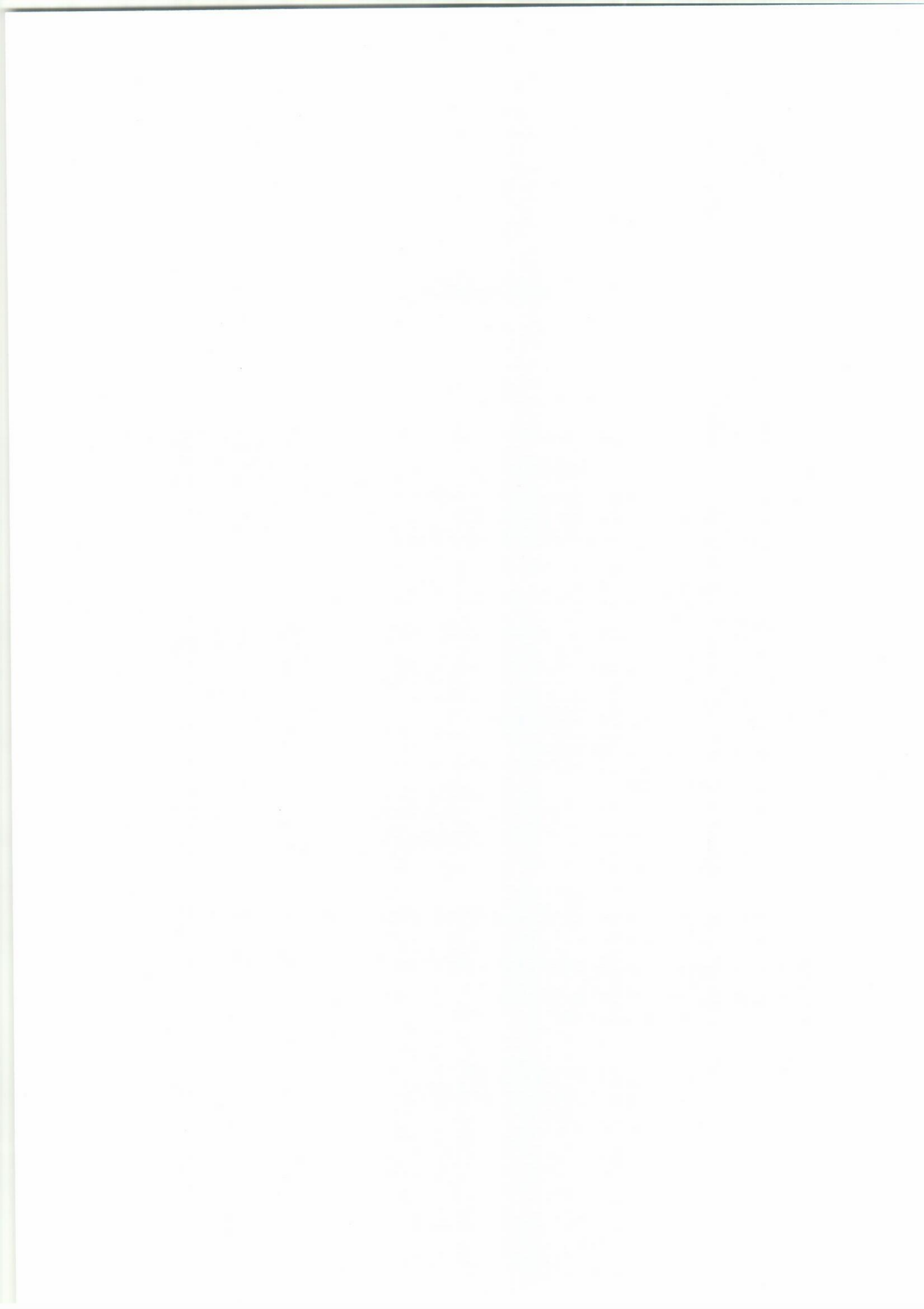
6 digit SAC Code for Service :

SN	Description	Hiring Charges of Vehicle Per Month Basis (In Rs.)
A	Rates for Toyota Yaris Car OR Equivalent	
1	Basic Price of Car running upto 1500 Km per month without driver as per Section VII	
2	GST in Percentage (%)	
3	Total Price (1+2)	
4	No. of Months	24 Months
	Grand Total (3x4) (A)	
B	Rates for Toyota Yaris Car OR Equivalent	
1	Rates for per KM above 1500 Kms	
2	GST in Percentage (%)	
	Grand Total (1+2) (B)	
	Grand Total (A+B)	

Note :-

- 1 The method of evaluation of L-1 criteria for awarding the Contract shall be on Grand Total Offer (A+B) by the bidder.
- 2 Additional extra Kilo-meter payment will be given after approval of competent authority.
- 3 The rate shall be valid for Two (2) years.
- 4 Please mention your GSTIN No.

SIGNATURE OF BIDDER
(WITH NAME, DESIGNATION AND SEAL)



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 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

Checklist of Documents for Technical Bid

S. No.	Documents Required	Submitted (✓)
1	Weather applied for MSME (MSME certificate)	()
2	Certificate of Local Content as per Public Procurement (Preference to Make in India), Order 2017	()
3	Duly Seal & Signed : Technical Specifications, Payment Condition, Service level Agreement	()
4	Acceptance of all terms and condition as per Buyer Added Bid Specific ATC (Gem Bid Seal & Sign)	()
5	Buyer added Specific ATC Declarations (Buyer uploaded ATC document : Annexure-I, II & III)	()
6	No Deviation certificate	()

ANNEXURE-I**Declaration for Section 206AB of TDS under income tax Act, 1961***(to be submitted on Letter Head)*

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 Acknowledgment Number (15 digit - numeric) (Attach copy of acknowledgments)	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 Jun 2021 (or any further date as may be notified by CBDT ("Yes / No"))
2020-21					
2021-22					

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%).

(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.

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....

(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) fulfils 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 originates in..... (Name of the country).

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....