



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

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

भारत सरकार के पूर्ण स्वामित्वाधीन

(मिनीरत्न श्रेणी-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@spmcl.com, Website: <http://spmarmadapuram.spmcl.com>

Notice Inviting Tender

Tender no. – 6000018065/LPG/22-23/1545

Dated: 07.02.2023

E-tenders are invited from eligible bidders for “Supply of LPG Gas Cylinder”. All the details regarding tenders are available at our SPM website <https://www.spmarmadapuram.spmcl.com> and MSTC website <https://www.mstcecommerce.com/eproc/>. In future corrigendum/extension etc., if any, shall be published only on website <https://www.spmarmadapuram.spmcl.com> and <https://www.mstcecommerce.com/eproc/>.

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

Buyer	Category
SECURITY PRINTING & MINTING CORPORATION OF INDIA LTD.	Supply of LPG Gas Cylinder

Event Number	Description Event	Bidding Period
SPMCIL/Security Paper Mill Narmadapuram/Purchase/23/22- 23/ET/395[LPG Gas Cylinder]	Supply of LPG Gas Cylinder	07-02-2023 06:00PM to 24.02.2023 03:00PM

SD/-

Manager (Material)
SPM, Narmadapuram

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

System Requirements:

5. OS Windows 10 and above, browser Internet Explorer 10 and above
6. Digital Signature **Class 3** and above (both signing and encrypting)

STEPS:

13. Please visit <https://www.mstcecommerce.com>
14. Scroll onto **e-Procurement** and click on "**Common Portal**"
15. In the **Vendor Login**, please click on "**Register**"
16. Please fill all the details and follow the onscreen form to get registered.
17. Click on Submit button.
18. 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



**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 & ISO 14001:2015 CERTIFIED)
 Website: <http://spmarmadapuram.spmcil.com>
 E-Mail: gm.spm@spmCIL.com
 CIN: U22213DL2006GOI144763
 Ph.No: 91-7574-255259, GSTIN: 23AAJCS6111J3ZE
 Fax No: 07574-255170

PR Number	PR Date	Indenter	Department
10027864	04.12.2021	HR	DM (HR)

Not Transferable

Security Classification:**TENDER DOCUMENT FOR: SUPPLY OF LPG GAS CYLINDER****Express Tender No : 6000018065/LPG/22-23/1545****Dated: 07.02.2023****This Tender Document Contains __47__ Pages.****Tender Documents is issued to:**

M/s.....

Details of Contact person in SPMCIL regarding this tender:**Name, Designation – Vikas Kumar, Manager (Material)****Address:** SPMH (SPMN, Security Paper Mill, Narmadapuram)**Phone, Fax, email: 07574-286842/286588****Email: kumar.vikash@spmCIL.com**



Section I: Notice Inviting Tender (NIT)

Express Tender Sl. No. **6000018065/LPG/22-23/1545****Dated: 07.02.2023**

1 Sealed tenders are invited from eligible and qualified tenderers for supply of the following:

GeM - Availability Report and Past Transaction Summary-ID (as per para 13 a below):

GEM/GARPTS/27012022/4LABT0ED1NLY

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money (in Rs.)	Remarks
01	SUPPLY OF LPG GAS CYLINDER	600 Nos.	Rs.26,000/-	

Type Of Tender (Two Bid/ PQB/ EO/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	TWO-BID (Express E-Tender) 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

- 2 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.
- 3 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).
- 4 Interested tenderers may obtain further information about this requirement from <https://www.mstcecommerce.com/eproc/>.
- 5 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.

- 6 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).
- 7 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/>.
- 8 In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the 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 favor 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.



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

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

Yours faithfully,

(Vikas Kumar)
Manager(Material)
For Chief General Manager
E-mail : kumar.vikas@spmcl.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

.....



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)

SIGNATURE OF BIDDER WITH NAME,
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Section II: General Instructions to Tenderer (GIT)
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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	12.2,33,3 6.1	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 filing 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.



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).

SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & SEAL



Section IV: General Conditions of Contract (GCC)

Part II: Additional 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)

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)

S. No.	GCC Clause No.	Topic	SCC Provision
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 Documents for Dispatch 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 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

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	SUPPLY OF LPG GAS CYLINDER		Nos.	600	Rs.26,000/-	

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 store list.
- (4) Power of Attorney/ Authorization with the seal of the company of person signing the tender documents.
- (5) Containing un-priced tender consisting commercial package including all terms and conditions. No price details to be given in this tender (as per Section-X).
- (6) The tenderer shall submit the acceptance of detailed scope of work as per Section VII of this tender document.
- (7) Blank price bid duly sealed and signed without mentioning any price element.
- (8) 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.
- (9) Submit the following declaration on your letter head with seal and sign as per the Annexure - III of this tender :
 - 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"

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

(11) 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).

(12) Submit copy of valid registration certificate of Gas Agency.

(13) 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.

(2). Required Delivery:

i) Period of contract: 01 year

ii) Delivery terms: F.O.R. Security Paper Mill, Narmadapuram, Canteen Section, duly unloading and



loading at our site.

iii) Preferred mode of Transport: BY ROAD Transport the contracted material/ supplies. Only through register common carrier.

(3). Delivery Schedule: Per month 50 nos. approx. filled cylinder is required.

(4) TERMS AND MODE OF PAYMENT:

(a) 100% payment shall be done on receipt and acceptance of goods by the purchaser and on production of all required documents by the supplier.

(b) Payment Shall be done on monthly basis.

(c) payment Shall be done through RTGS/NEFT facility.

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

(e) Any change/revision in LPG Gas Cylinder rates by distributor will be accepted only after the production of revised rate list from IOCL/BPCL/HPCL and discount of each cylinder 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 IOCL/BPCL/HPCL.

(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 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 favor 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.

(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



Section VII: Technical Specifications

Yearly requirement of LPG Gas cylinders of 19 KG (Non Domestic) for canteen.

Price of cylinder may vary as per govt. orders.

L.P.G Cylinder

SPECIFICATION: N.D.N.E. L.P.G. gas Cylinder with 19 kg weight of gas
Make: Indian Oil Bharat Petroleum, Hindustan.

1. Per Month 50 Nos. approx. Cylinder is required.
2. LPG Cylinder should not be damage or leaked, If found damaged or leaked, then same shall be returned to vendor. And vendor shall replace them without any extra cost.
3. LPG Cylinder shall be deliver as per our requirement and same needs to be delivered on time.
4. LPG Cylinder requirement may increase or decrease as per our requirements.
5. LPG Cylinder shall be unloaded at designated location. Unloading is in the scope of supplier.
6. Qty: 600 Nos.

Note:

Any Change /revision in LPG rate by distributor will be acceptable only after the production of revised rate list firm authorized firm / Company.

SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & SEAL



Section VIII: Quality Control Requirements

Not Applicable

SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & SEAL



Section IX: Qualification/ Eligibility Criteria

Not Applicable

SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & SEAL



Section X: Tender Form

Date.....

To,

.....

.....

.....

(Complete address of SPMCIL)

Ref: Your Express Tender document No: **6000018065/LPG/22-23/1545**

Dated: 07.02.2023

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 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 upto....., 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 upto 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 confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44 of the GIT.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We also solemnly declare as under:



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 23rd 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



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

OFFER FORM for Tender No Date of opening Time
Hours

We hereby certify that we are established firm of manufacturers / authorised agents of M/s...with factories atwhich are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of(Name of Purchaser) We hereby offer to supply the following items at the prices indicated below:

Price Schedule as per Annexure-1

1. Material Description: LPG Gas Cylinder (In 19 Kg.), as per Section-VII.

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)
3. It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in Section VII & VIII – Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us..
4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of _____ days from the date of opening of tender (i.e., upto _____), We shall be bound by the communication of acceptance despatched.
5. Earnests Money/Bid Guarantee for an amount equal to _____ is enclosed in form of _____ (form and reference number, date) as per the Tender Documents.
6. The method of evaluation of L1 criteria for awarding the contract shall be decided taking into consideration the total landed price up to SPM Narmadapuram.

Dated

Signature and seal of *Manufacturer/Bidder*

Note:

- (i) The Bidder may prepare their own offer forms as per this proforma.
- (ii) No change in the proforma is permissible.
- (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be



initiated by the bidder.

- (iv) Figures in Columns 5 to 7 (both inclusive) and in Break-up of price in column 6, should be in both figures and words.
- (v) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.

SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & 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):



- ☐ 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

.....

.....

(Name and address of SPMCIL)

Dear Sirs,

Ref. Your Tender document No, dated

We,.....who are proven and reputable manufacturers of *(name and description of the goods offered in the tender)* having factories at, hereby 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]

for and on behalf of Messrs.....

Name & address of the manufacturers

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

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

Ref

Date.....

Bank Guarantee No.....

To,

(Insert Name & Address of the Purchaser)

Dear Sir,

1. Against contract vide Notification for Award of the Tender No..... dated covering supply of (herein after called the 'contract') entered into between the (insert name of Purchaser) (herein after called as the Purchaser) and M/s (herein after called the 'Contractor'), this is to certify that, at the request of the Contractor, we (name of the bank), are holding in trust in favour of the Purchaser, the amount of (write the sum here in words), to indemnify and keep indemnified the Purchaser, against any loss or damage that may be caused to, or suffered by the Purchaser, by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor; and the amount of loss or damage that has been caused or suffered by the Purchaser, shall be final and binding on us, and the amount of the said loss or damage shall be paid by us,
2. We (name of the bank), further agree that, the guarantee herein contained, shall remain in full force and effect, for sixty days after the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later, i.e. till....., (hereinafter called the 'said date') and that if any claim accrues or arises against us.....(name of the bank), by virtue of this guarantee before the said date, the same shall be enforceable against us..... (name of the bank), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us , ... (name of the bank), by the Purchaser, before the said date. Payment under this bond of guarantee shall be made promptly, upon our receipt of notice to that effect, from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (name of the bank), undertake not to revoke this guarantee during its currency, without the consent in writing of the Purchaser.



4. We undertake to pay to the Purchaser, any money so demanded, notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceeding pending before any Court or Tribunal, relating thereto, our liability under this present, being absolute and unequivocal. The payments so made by us under this bond, shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us, for making such payments.
5. We..... (name of the bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract, or to extend time of performance by the Contractor, from time to time, or to postpone for any time or form, time to time, any of the powers exercisable by the Purchaser, against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we
(name of the bank), shall not be released from our liability under **(name of the bank)**, shall not be released from our liability under this guarantee, by reason of any such variation or extension being granted to the said Contractor, or for any forbearance and/or omission on the part of the Purchaser, or any indulgence by the Purchaser towards the said Contractor, or by any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date:

Place:

Signature.....

(Printed Name).....

(Designation).....

Witnesses

(Bank's Common Seal)



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 datedand 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:

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

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



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)



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



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.	
<p>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.</p>		

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.



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**

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

S.No.	Details of heads Rate	Per Cylinder (in Rs.)
01	Basic Price of one cylinder F.O.R. SPM, Narmadapuram duly Unloading(per cylinder)/As per Govt. Rate. (without GST)	
02	Discount if any (Per Cylinder) (without GST)	
Total A =(01-02)		
03	Other Taxes or charges if any,(without GST) (Please Specify)	
Total B =(A+3)		
04	GST in percentage (%) on B	
Total C =(B+4)		
05	Total Price for 600 Cylinder (in figures only) (FOR SPM, Narmadapuram)	Rs
06	Total Price for 600 Cylinder (in words Only) Rupees	

OTHER CONDITIONS :-

1. F.O.R. - S.P.M, Narmadapuram only
2. Quotation Validity -120 Days from the date of opening of quotation.
3. Delivery schedule should be as per tender enquiry.
4. Payment will be made after acceptance of material at SPM Narmadapuram on monthly basis.
5. Levies/Taxes would not be paid on Forwarding & Freight charges.
6. Bidder should mention separately regarding Duties/Taxes etc., whether they are chargeable extra or inclusive in the price.
7. Price bids are to be given in the above format only. Conditional price bids are liable to be rejected.
8. Please accept all above terms and conditions without any deviation, otherwise your offer will be rejected without any communication.
9. EVALUATION CRITERIA FOR L1 BIDDER:-
The method of evaluation of L1 criteria for awarding the contract shall be on consolidation offer by the bidder total offered price and be decided taking into consideration of total offered price.

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".

SIGNATURE OF BIDDER
(WITH NAME, DESIGNATION AND SEAL)

**ANNEXURE - II**

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 Rs. 26,000/-	Applicable
4	Destination /work/service place :- SPM Narmadapuram	
5	Delivery Period: Acceptance of delivery period as per tender Document	
6	Tender Validity 120 days 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)
 Seal & Sign)



ANNEXURE – III

Tender No. 6000018065/LPG/22-23/1545

Dated: 07.02.2023

(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 – IV

Tender No. 6000018065/LPG/22-23/1545

Dated: 07.02.2023

(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 all 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.....

Regd. Office :- 16th Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi - 110001

**ANNEXURE –V****Tender No. 6000018065/LPG/22-23/1545****Dated: 07.02.2023****(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 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.

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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.