

Notice Inviting Tender

Tender no. - 6000018419/FIN/TPA/23-24/697

Dated: 17.08.2023

E-tenders are invited from eligible bidders for "HIRING OF THIRD PARTY ADMINISTRATOR FOR PROCESSING MEDICAL CLAIMS". All the details regarding tenders are available at our https://www.spmnarmadapuram.spmcil.com website MSTC and website SPM https://www.mstcecommerce.com/eproc/. In future corrigendum/extension etc., if any, shall be published only on website https://www.spmnarmadapuram.spmcil.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	HIRING OF THIRD PARTY ADMINISTRATOR
CORPORATION OF INDIA LTD.	FOR PROCESSING MEDICAL CLAIMS

Event Number	Description Event	Bidding Period
SPMCIL/Security Paper Mill Narmadapuram/Purchase/17/23- 24/ET/73[THIRD PARTY ADMINISTRATOR]	HIRING OF THIRD PARTY ADMINISTRATOR FOR PROCESSING MEDICAL CLAIMS	17-08-2023 06:00PM to 15.09.2023 03:00PM

SD/-Manager (Material) SPM, Narmadapuram

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

System Requirements:

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

STEPS:

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

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

For System Settings: MSTC Help Desk Ph. 033 23400020, 23400021, 23400022

For System Settings Video Tutorial open link: bit.ly/v3mstcvid



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://spmnarmadapuram.spmcil.comE-Mail:GN: U22213DL2006GOI144763Ph.No:91-7574-255259,Fax No: 07574-255170

PR Number	PR Date	Indenter	Department
11010900	27.07.2023	FINANCE	SPM FINANCE

Not Transferable

Security Classification:

TENDER DOCUMENT FOR: HIRING OF THIRD PARTY ADMINISTRATOR FOR PROCESSING MEDICAL CLAIMS

Tender No : 6000018419/FIN/TPA/23-24/697 This Tender Document Contains __45___ Pages. Dated: 16.08.2023

Tender Documents is issued to:

M/s....

Details of Contact person in SPMCIL regarding this tender:

Name, Designation: Vikas Kumar, Manager (Material)

Address: SPM (Security Paper Mill, Narmadapuram)

Phone, Fax, email: 07574-286842

Email: vikas.kumar@spmcil.com



Section I: Notice Inviting Tender (NIT)

Tender SI. No. 6000018419/FIN/TPA/697

Dated: 16.08.2023

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

GeM - Availability Report and Past Transaction Summary-ID: GEM/GARPTS/18072023/Y5VES9HW4CPR, Dated 18.07.2023

Schedule No.		Brief Description of Goods/ services	Quantity (with unit)	Earnest Money (in Rs.)	Remarks
01		TPA FOR MEDICAL BILLS PROCESSING	1.000 AU	Rs.32,100/-	
1		TPA for processing medical claims	1.000 EA		

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

- Eligibility to participate as per Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighboring countries shall apply to this tender.
- 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://spmnarmadapuram.spmcil.com/ or <u>https://www.mstcecommerce.com/eproc/</u> 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).
- Undersigned confirms that the required goods mentioned above are not available on GeM as per "GeM - Availability Report and Past Transaction Summary" (GeM – AR & PTS). This unique ID is GEM/GARPTS/18072023/Y5VES9HW4CPR.
- 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
 - d) Bank Guarantee

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

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



- 12. Special Instructions:
 - i. Micro and Small Enterprises firm are exempted from submitting Tender fees and Earnest Money deposit. Please send the copy of valid registration certificate of Micro and Small Enterprises along with your bid/quotation otherwise your offer will not be considered for above exemption. Tendered item should be part of store list of MSME/NSIC/DIC certificate.
 - ii. Price quotation in tenders:
 - a. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value.
 - b. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
 - c. Minimum 3 per cent reservation for Women owned MSEs within 25 percent mentioned above (i.e. 3 percent out of 25 percent).
 - iii. Special provision for micro and small enterprises owned by SC or ST:
 - Out of 25 per cent allowed for procurement from Micro and Small Enterprises, a sub-target of 25 per cent (i.e., 4 per cent out of 25 per cent) shall be allowed for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.
 - iv. Relation of Norms for Startups and Micro & Small Enterprises on Prior experience and prior turnover criteria:

In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012, Security Paper Mill, Narmadapuram has relaxed the condition of prior turnover and prior experience with respect to Micro and Small Enterprises subject to meeting of quality and technical specification.

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

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



Yours faithfully,

(Vikas Kumar) Manager(Material) For Chief General Manager E-mail : <u>vikas.kumar@spmcil.com</u> 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 <u>https://spmcil.com/uploaddocument/GIT/new.pdf</u> for further details (GIT contains 61 pages)

SIGNATURE OF BIDDER WITH NAME, DESIGNATION & SEAL



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

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

SIGNATURE OF BIDDER WITH NAME, DESIGNATION & SEAL



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.)

SI. No.	GIT Clause No.	Торіс	SIT Provision
1	3.	Eligible Tenderers	Applicable
2	3.4	Eligible Goods and Services (Origin of Goods)	Not 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. In case of any Input Credit Loss to SPM by way of their failure to files GST Returns in time, SPM reserves the right to withhold the payment of further supplies till production of evidence of filling of Returns.		
32	Special Condition	TCS u/s 206C (1H) read with TDS u/s 194Q:	SPM (as Buyer) is liable to deduct TDS u/s 194Q @ applicable rate on goods purchases (if applicable). In case of deduction of TDS under section 194Q; the Supplier (Vendor) need not to charge TCS u/s 206C (1H) on invoicing on or after 01.07.2021.		
33	Special Condition	Sec. 206AB of IT Act:	Vendor has to submit declaration in specified format for the compliance of Section 206AB of Income Tax Act, 1961. In case of non-submission of declaration; TDS will be deducted at higher rates (as applicable) as per section 206AB.		



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

Kindly refer <u>https://spmcil.com/uploaddocument/GCC/new.pdf</u> 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 <u>https://spmcil.com/uploaddocument/GCC/new.pdf</u> 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.	Торіс	SCC Provision		
1	1.2	Abbreviations:	APPLICABLE		
2	6.1, 6.3 & 6.5	Performance Bond/ Security	REFER SECTION-VI, CLAUSE NO.2 OF THE TENDER ENQUIRY)		
3	8.2	Packing and Marking	NOT APPLICABLE		
4	9	Inspection and Quality Control	NOT APPLICABLE		
5	11.2	Transportation of Domestic Goods	NOT APPLICABLE		
6	12.	Insurance	NOT APPLICABLE		
7	15	Distribution of Dispatch Documents for clearance/ Receipt of Goods	NOT APPLICABLE		
8	16.2, 16.4	Warrantee Clause	Not Applicable		
9	19.3	Option Clause	The General Manager Security Paper Mil 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	The payment will be made by SPM through RTGS / NEFT to the contractor on the monthly basis on performance suitability and after submission of their bill duly certified by any Officer of finance & Accounts division. The bills should be submitted in three copies. Any deviation as reported by the Officer of Finance will be taken care separately during the next bill.		
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

Sche	Brief description of goods	HSN	Accounting	Quantity	Amount of	Place	of
dule	and services (Related	Code	unit		Earnest	Delivery t	for
No.	specifications etc. are in				Money	GST	
	Section-VII)				(INR)	purpose	
1	TPA FOR MEDICAL BILLS PROCESSING		AU	1.00	Rs.32,100/-		

1. 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.

(i) Technical Specification/Scope of work: As per Section-VII

(ii). 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.

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

(iv) Destination/work/service place : SPM, Narmadapurm

(v) Required work/service Schedule: Services should be immediately provided by the agency after issue of Purchase Order for one year.

(vi) Payment Terms :

(a) The payment will be made by SPM through RTGS / NEFT to the contractor on the monthly basis on performance suitability and after submission of their bill duly certified by any Officer of finance & Accounts division. The bills should be submitted in three copies. Any deviation as reported by the Officer of Finance will be taken care separately during the next bill.

(b) If GST is applicable, the contractor will make payment to the concerned department and submit the challan copy to SPM for further action.

(c) If income tax is payable then the bill payment will be made after the deduction of such taxes. The TDS certificate will be provided to the Contractor accordingly. The contractor will provide PAN in bills.



(d) Any TDS or surcharge applicable to the contractor then as per rule the deduction from the bill will be made along with surcharge. The copy of the same will be provided accordingly.

- (vii) Taxes: If any Please strictly incorporate in our NIT Section XI.
- (viii) Warranty: Not Applicable
- (ix) Submit experience certificate as per section-VII.
- x) Containing un-priced tender form as per Section-X.

xi) One format of blank Price bid to be furnished without price/ price elements to know whether the firm furnished clearly all charges as required in our Price Schedule shown at Section-XI of this document. It should not contain any price element otherwise quotation liable to be rejected.

xii) Submit a document stating "unconditional accepting of all the terms and conditions as per tender enquiry, without any deviations."

PART- II: PRICE BID:

The bidder shall quote the prices strictly as per the proforma given in Section - XI of the tender document. No additional/extra item with prize should be included other than that of section XI. If any that particular item will not be consider for evaluation.

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

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 & SEAL

2. PERFORMANCE SECURITY

- 2.1) Within twenty-one days after the issue of notification of award Order by SPMN, the supplier shall furnish performance security of 10% of the order value to SPMN, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 2.2) 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.
- 2.3) 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.
- 2.4) 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.

2.5) Subject to GCC sub-clause 6.3, SPM will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.



Section VII: Technical Specifications

SCOPE OF WORK OF TPA (THIRD PARTY ADMINISTRATOR)/ BCA (BILL PROCESSING AGENCY) FOR PROCESSING OF MEDICAL CLAIMS/BILLS IN RESPECT OF SECURITY PAPER MILL NARMADAPURAM ON ROLL & RETIRED EMPLOYEES OF SPM NARMADAPURAM, CISF PERSONNEL AND ELIGIBLE DEPENDENTS—

1.) The firm BCA/TPA shall ensure assessment of medical claim (IPD as well as OPD) of all employees of SPM Narmadapuram, Retired Employees of SPM Narmadapuram, CISF employees & their dependent's family members by empanelled hospitals as per CGHS Bhopal 2014/ CS (MA)/AIIMS CGHS list prescribed rates for procedure/ investigation amended from time to time M.O.H & F.W (FGHS).

2.) SOP for checking bills of cashless will be as per HR cashless policy dated 08.09.2022 and future amendment if any.

3.) While processing the medical bills TPA must check of medicine wrapper of medicine above 3000/- and provide suitable comments for the same.

4.) While processing the medical bills TPA must check payment proof of OPD bills of medicine above 5000/-.

5.) Dependent/ Family definition: as per SPMCIL Policy. List of Dependents will be provided by HR Department CISF and SPM Narmadapuram from time to time.

6.) The T.P.A has to ensure that all medical facilities given to employees in empanelled hospital are undertaken after issue of proper referral letter from the SPM Dispensary except in emergency cases, in such cases intimation should be given to the Competent Authority for Ex Post Facto approval.

7.) BCA/TPA should maintain all records on daily basis in soft form.

8.) The bills claimed by empanelled hospital are required to be processed by TPA within 15 days after receipt of claim. Bills that are already in custody of SPM are to be processed as well.

9.) The medical claim in hard copy will be received by TPA at SPM Narmadapuram location. TPA will process the claim & after scrutiny they need to recommend admissible amount for each case with hard copy of the bill & statement in soft copy to the concern officer of F&A department for settlement of the claims. Submission of medical claims to Finance Department should be signed by TPA and qualified medical officer.

10.) After approval of competent authority of SPM, payment will be released to empanelled hospitals by SPMN. The details of payment amount paid will be provided by SPMN to TPA for information and onward transmission to respective Hospitals and also maintain MIS data.

11.) All medical bills details of disallowed amount along with deductions and reasons thereof, if any shall be provided by TPA to the respective empanelled Hospitals as well as to SPM Management. TPA should reconcile with respective hospitals on monthly basis or as per requirement.

12.) MIS Reports & Investigation reports have to be provided to SPM Naramadapuram as well as to the empanelled Hospitals on Monthly, Quarterly & Annually. (Hospital wise with details of Patient Name, Employees Name, Designation, Relation with Employee, Ailment/disease etc.).

13.) A special medical investigation team is to be arranged by TPA for verification & investigation of the cashless admissions.

14.) In case of treatment availed from non-empanelled hospital, the claim submitted by employees will be forwarded to TPA for scrutiny of bills as per CGHS (Bhopal)/ CS(MA) rates amended time to time by MOH & FW and recommend the admissible amount to the employee.

15.) The OPD bills claimed by employees for purchase of medicine/ Lab investigations/Tests which are not available in SPM Narmadapuram Dispensary are also required to be processed by TPA as per CGHS (Bhopal) 2014/CS (MA) Rules amended by MOH & FW from time to time.

16.) All representatives of BCA/TPA will follow and observe office timing of work and follow attendance system prevailing in SPM Narmadapuram & security norms.

17.) TPA should deploy one Qualified Medical Officer having minimum qualification of MBBS and experience of work in the same field at least for 2 year.



18.) In addition to the above, TPA/BCA should deploy three Assistants having minimum 03 years of experience of medical claims on full time basis. & their salary payment and other Statutory obligations will be borne by TPA only.

19.) The BCA/TPA will be responsible for monitoring & sending replies to admission request within 24 hours and also cross check the quality of Medical care being made available to the patients during the course of treatment.

20.) The TPA should be responsible to ensure that patients are not kept under Hospitalization beyond the prescribed period and are not administered unrelated tests and medication. The TPA should report any such instances, to the notice of the Management of SPM and SPM Dispensary immediately.

21.) In case of any wrong recommendation/excess amount, recommendation delay in settlement of bills beyond 15 days, TPA shall be liable for liquidated damages/ penalty 0.5% of medical claim payment for one week & but will be restricted to 10% of bill value from their payments due to them and it will be decided by SPM Management on the basis of records. GST on LD will be collected from firm if applicable. Last date for submission of bills by TPA till 10th of every month is 20th of every month and LD will be charged for late submission of bills accordingly.

22.) For any error in bills processing and data mismanagement will have a penalty depending upon on the amount and penalty will be imposed accordingly as decided by the management of SPM Narmadapuram.

23.) Treatment including Ayurveda, Siddha, Unani, Yoga & Naturopathy and Homeopathy medicines are also to be covered as per CGHS (Bhopal)/CS(MA) Rules amended from time to time by MOH & FW.

24.) TPA shall follow the MOH & FW Office Orders regarding CGHS packages for investigations, treatment and other norms as amended/ modified from time to time.

25.) The required infrastructure for carrying the assigned job work shall be provided by SPM management i.e. Computer with internet connectivity, printer with scanner & telephone with outgoing facility with office space etc.

26.) It is the responsibility of TPA to provide/arrange of their network/software application access to the empanelled hospital as well as to the management of SPM dispensary.

27.) The claims processed by TPA will be randomly verified by authorized representatives of SPM Management from time to time.

28.) Any other activities related to claim settlement with mutual consent of both the parties will be done by TPA.

29.) TPA will adjudicate and settle claims on behalf of SPM Naramadapuram in case of dispute raised by Hospital subject to the jurisdiction of Narmadapuram, Madhya Pradesh only.

30.) At the end of the contract TPA will hand over all the records, Data in soft as well as hard copies to SPM Narmadapuram.

31.) The required stationery for processing of files should be arranged by the BCA/TPA only.

32.) The BCA/TPA shall not engage any sub-contractor or transfers the contract to any other person.

33.) The TPA during the course of Auditing will restrict the claims as per CGHS Rules & Regulations. TPA will also examine in terms of:

a) Appropriateness of treatment including screening of patient files records identifies unnecessary admissions and un-warranted treatments.

b) Whether the planned treatment is shown as emergency treatment.

c) Whether the diagnostic medical or surgical procedure that was not required were conducted by Hospital including unnecessary investigations.

d) Maintaining data base of such information of CGHS Beneficial for future use.

e) Whether the treatment procedure have been provided as per the approved rates and the packages

f) Whether treatment procedure performed were only those for which permissions has been granted. The BCA/TPA shall record their findings and intimate the same to the private hospital concerned with a copy endorsed to Authority.



The TPA shall record their findings and intimate the same to the private hospital concerned with a copy with endorsed to Authority.

32. In case of empanelled and non-empanelled hospitals claim, the room rent, doctors visit fees, investigations, operation package, etc. charged from general people by the SPM to be obtained by TPA for settlement of claim.

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

(i) Experience & Past Performance:-

The bidder must have experience of successfully completed similar kind of services to any PSU/State/Central Govt. or Autonomous body with value of Work Order not less than Rs. 6,42,000/- in any one year during the last 5 years ending March 2023.

Note: "Start-ups and Micro and Small Enterprises" are exempted from "Experience and Past Performance Criteria".

(ii) Capability Criteria:-

The bidder must have professionally managed team of MBBS Doctor & Paramedical Staff/Consultants. Documentary evidence of deployed MBBS doctor having experience in dealing & assessment of medical claims as per CGHS in Govt/Autonomous body/PSU for 2 years and documentary evidence for experience in dealing with medical claim for 3 years in case of full time assistants must be submitted along with bid.

Note: Copies of Purchase Orders and completion/experience certificates issued by customers to be provided in support of above.

MOST IMPORTANT NOTE:

BIDDER TO FURNISH STIPULATED DOCUMENTS IN SUPPORT OF FULFILLMENT OF QUALIFYING CRITERIA. NON-SUBMISSION OR INCOMPLETE SUBMISSION OF DOCUMENTS MAY LEAD TO REJECTION OF OFFER.

SIGNATURE OF BIDDER WITH NAME, DESIGNATION & SEAL



Section X: Tender Form

Date
To,
(Complete address of SPMCIL)

Ref: Your Tender document No: 6000018419/FIN/TPA/697

Dated: 16.08.2023

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 clause19, 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

We..... hereby certify that we are established firm of manufacturers / authorised agents of M/s...with factories at

.....which 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:

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

Sr. No.	Description	HSN	Qty	Unit	Price Per Month	Amount		
1	HIRING OF TPA (THIRD PARTY ADMINISTRATOR) FOR PROCESSING OF MEDICAL CLAIMS/BILLS (As per Section VII)		12	Month				
2	Total Amount for 12 Months							
3	Any other charges (if any)							
4	Total (2+3)							
5	Total GST Amount							
6	Total (4+5)							
7	Total Price (F.O.R, SPM, Narmadapuram) (in figures only)							
8	Total Price (F.O.R, SPM, Narmadapuram) (in words only)							

1. Scope of Work : Hiring of TPA(Third Party Administrator) 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.
- The method of evaluation of L1 criteria for awarding the contract shall be on consolidation offer by the bidder and BE DECIDED TAKING INTO CONSIDERATION OF TOTAL OFFERED PRICE
- 7. TCS (u/s 206C (1 H) of IT Act is not applicable, as SPM will deduct TDS u/s 194Q.

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 initialled 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 AND SEAL)



Section XII Vendor Details

The tenderer should furnish specific details mentioned below. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "not applicable".

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or misleadin g answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

1. Vendor/ Contractor particulars:

2.

(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:
Taxa	tion 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 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.....

To,

(Insert Name & Address of the Purchaser)

Dear Sir,

- 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.
- 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

- 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
Ι.		
П.		
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	C	Dated		
Purchase order	. No	Da	ated	

Name and address of the consignee

S. No	Authority purchase	for	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.	
In Lie	eu of Bank Certificate to be obtained as un	der, please attach a bank cancelled cheque or

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

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



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



<u>ANNEXURE - 1</u> <u>TWO BID. SINGLE STAGE (TWO PACKET) TENDER</u> <u>BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION</u>

Part I: - TECHNO-COMMERCIAL BID

S.No.	Tender Submission Check Points	Check before submission Tick (
1	Tender Fee	Not Applicable
2	Earnest Money Deposited Rs. 32,100/-	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 the documents as per Qualification / Eligibility criteria – Section IX	
10	Blank Price Bid as per Section XI (Without Price but mention the taxes & other Other charges)	
11	Fill Tender Form – Section X duly seal & sign (Without mentioning price)	
12	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 (
1	Price Bid as per Section XI (Price including all taxes & other charges)	

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



<u>ANNEXURE – II</u>

Tender No. 6000018419/FIN/TPA/697Dt. 16.08.2023(To be submitted on the letter head)

DECLARATION

We do hereby declare that,

- 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

Tender Number: 6000018419



ANNEXURE – III

Tender No. 6000018419/FIN/TPA/697Dt. 16.08.2023(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 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 itemoriginate inoriginate in
the country).

Signature
Name
Designation
Date
Stamp of the Organization



ANNEXURE -IV

Tender No. 6000018419/FIN/TPA/697Dt. 16.08.2023(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")
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%).



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

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

And

"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 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 statue.



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.