



**BANK NOTE PRESS DEWAS - 455001 (M.P.)**  
**A Unit of Security Printing and Minting Corporation of India Limited**  
**Miniratna Category - I CPSE**  
**Wholly owned by Government of India**  
**Tel : 07272-268253/268468 Fax : 07272-255111**  
**Web : http://bnpdewas.spmcil.com**  
**E-Mail : bnpdewas@spmCIL.com**  
**CIN No. : U22213DL2006GOI144763**

**ANNEXURE - I**

**MANDATORY CHECKLIST**  
**(To be submitted along with Techno-commercial Bid)**

Sr. No.	Description	Yes/No
1.	Tender submitted in two bids i.e. (Techno-Commercial+ Price Bids)	<input type="checkbox"/>
2.	The Tender should be submitted in English Language. The authenticated copies of the documents in support of the applicant's claims may be submitted in Hindi/English Language.	<input type="checkbox"/>
3.	<b>EMD Rs.32000/- submitted in Techno-commercial Bid. In case of MSME/NSIC/DIC/Start-up India campaign Registered Firm, certificates containing validity (including registered category-if any) to be enclosed.</b>	
4.	<b>CATEGORY OF MSME FIRMS</b>	
	<b>SC</b>	<input type="checkbox"/>
	<b>ST</b>	<input type="checkbox"/>
	<b>GEN</b>	<input type="checkbox"/>
5.	<b>Owner of the company</b>	
	<b>Male</b>	<input type="checkbox"/>
	<b>Female</b>	<input type="checkbox"/>
6.	<b>For MSEs- Provided Bid security declaration against EMD.</b>	
7.	Provided the Names of Organization(s) / Firm(s) with Addresses & Telephone Numbers, Fax Numbers, E-mail addresses to which they have provided similar type of Items/Services annually during the last five years in Techno-commercial Bid.	<input type="checkbox"/>
8.	Power of attorney / Authorization indicating that authorized signatory is competent & legally authorized to submit the tender and /or to enter into legally binding contract enclosed in Techno-commercial Bid.	<input type="checkbox"/>
9.	Sealed & signed copy of each page of tender document submitted along with techno-commercial bid as a token of acceptance of all terms & conditions enclosed.	<input type="checkbox"/>
10.	A Copy of the price bid proforma submitted alongwith Techno-Commercial Bid leaving blank the price portion (i.e. showing the unit, currency & total price of the Item / Material offered as xxxx) so as to indicate the Item / Material being offered is enclosed.	<input type="checkbox"/>
11.	Copy of GST/PAN /TAN number/ TIN number enclosed in Techno-commercial Bid. Please do not fill the prices in Section-X-Tender Form.	<input type="checkbox"/>
12.	Undertaking/declaration certificate for not suspended/ banned by any Ministry/ Deptt. of Government of India or by any State Govt must be submitted in technical bid by the bidder.	<input type="checkbox"/>
13.	Tender validity <b>120 days</b> given.	<input type="checkbox"/>
14.	Delivery Schedule accepted as per tender.	<input type="checkbox"/>
15.	Payment terms accepted as per tender.	<input type="checkbox"/>

**NOTE :**

1. The above check list duly filled must be submitted along with techno-commercial bid.
2. No price component has to be mentioned in above checklist, otherwise offer will be rejected.



**Signature and Seal of bidder**



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**E-Mail : [bnpdewas@spmcil.com](mailto:bnpdewas@spmcil.com)**

**NOT Transferable**

**Security Classification: Non Security**

**TENDER DOCUMENT FOR PROCUREMENT OF: AMC of railway siding at BNP Dewas.**

**TENDER NUMBER: 6000017334/BNP/P/CIV/AMC RAILWAY/22/OT, dated: 25.03.2022**

**This Tender Document Contains 32 Pages.**

**Tender Document is sold to:**

The Bidder, (104573)

INDIA

**Details of Contact person in SPMCIL regarding this tender:**

**Name** : Diganta Kumar Deka

**Designation** : Addl. General Manager (Materials)

**Address** : BNPD (BANK NOTE PRESS, DEWAS)

INDIA



**SECTION I: NOTICE INVITING TENDER (NIT)**

**Tender No. 6000017334/BNP/P/CIV/AMC RAILWAY/22/OT,**

**dated: 25.03.2022**

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

S. No.	Brief Description of Goods	Quantity Required	Remarks
1.	AMC OF RAILWAY SIDING	12 MONTHS	As per Section VI List of Requirement and detailed Technical Specification Mentioned in Section VII.
Type of Tender			<b>TWO-BID Open Tender (National Competitive Bid) Express</b>
Place of sale of tender documents			BANK NOTE PRESS, DEWAS
Closing date and time for receipt of tenders			<b>08.04.2022 up to 14:30:00</b>
Place of receipt of tenders			BANK NOTE PRESS, DEWAS
Date and Time of opening of tenders			<b>08.04.2022 at 15:00:00</b>
Place of opening of tenders			BANK NOTE PRESS, DEWAS
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)			Diganta Kumar Deka <b>Addl. General Manager (Materials)</b>

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
3. Tenderer may also download the tender documents from the web site <http://bnpdewas.spmcil.com> and submit its tender by utilizing the downloaded document.
4. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.  
  
Address:  
The Chief General Manager  
Administration Block Gate,  
Bank Note Press, Dewas (M.P.) 455 001.
5. 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.
6. The tender documents are not transferable.
7. The offer submitted by the firm should be valid for **120 Days** from the date of opening of tender Document.
8. The bidder has to submit the quotation strictly as per our tender enquiry specification and terms and Conditions only.
9. In case the list of requirements contains more than one schedule, the responsive tenders will be Evaluated and compared separately for each schedule.



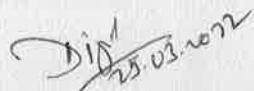
10. RIGHT OF ACCEPTANCE: - The Chief General Manager, Bank Note Press, Dewas reserves the right to reject any or all tenders without assigning any reasons thereof.

11. The tender / bid / quotation should be submitted in Two Bid separate double sealed envelopes strictly as per **SIT : 8 Submission of Tender of Section III: Special Instructions to Tenderers (SIT)** and its sub clause **Non-Adherence to this shall make tender liable for rejection.**

**12. SPECIAL INSTRUCTIONS:**

- i Relaxation of norms for Startups and Micro and Small Enterprises on Prior Experience, Prior Turnover Criteria may be given subject to meeting of quality and technical specifications as per circular no.1(2)(1)2016-MA dt.10.03.2016 issued by Govt. of India, Ministry of Micro, Small & Medium Enterprises, New Delhi.
- ii Order No P-45021/2/2017-B.E.-II Dt:15.06.2017 for Public Procurement (Preference to Make in India) issued by Ministry of Commerce and Industry, Department of Industry and Internal Trade (Public Procurement Section), and Order No 6/18/2019-PPD Dt:23.07.2020 for prior registration on procurement from bidders from a country or countries on ground of Defence of India and national Security, issued by Ministry of Finance, department of Expenditure (Public Procurement Division) will be applicable as per guidelines of Government of India.

13. The Chief General Manager, BNP Dewas reserves the right to accept/reject /cancel any or all tender document without assigning any reason thereof. Chief General Manager, BNP Dewas also reserves the right to accept the tender in whole or part. Incomplete documents not submitted in accordance with the directions issued shall be liable for rejection.

  
Diganta Kumar Deka  
Addl. General Manager (Materials)  
For and on behalf of Chief General Manager  
Bank Note Press, Dewas  
Telephone No. 07272-268468/268253  
E-mail: [bnppurchase@spmCIL.com](mailto:bnppurchase@spmCIL.com)

डिगंता कुमार डेका  
अधीन सामग्री (सामग्री)  
बैंक नोट प्रेस, देवास (मध्य प्रदेश)



## SECTION II: GENERAL INSTRUCTIONS TO TENDERERS (GIT)

### *Part I & II: General Instructions Applicable to all Types of Tenders*

Please refer to our website for:

<http://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>



### 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.

S.No.	GIT Clause No.	Topic	SIT Provision
1	4	Eligible Goods / Services (Origin of Goods / Services)	SIT - 1 (Mentioned below)
2	8	Pre bid Conference	Not applicable
3	9	Time Limit for receiving request for clarification of Tender Documents	SIT - 2 (Mentioned below)
4	11.2	Tender Currency	SIT - 3 (Mentioned below)
5	12.10	Applicability of Octroi and Local taxes	SIT - 4 (Mentioned below)
6	12.6	GST details	As per GIT condition 12.6
7	14	PVC Clause & Formula	SIT -5 (Mentioned below)
8	19	Tender Validity	SIT - 6 (Mentioned below)
9	20.4	Number of Copies of Tenders to be submitted	SIT - 7 (Mentioned below)
10	21	Submission of Tender	SIT - 8 (Mentioned below)
11	33	Evaluation Criteria	SIT - 9 (Mentioned below)
12	35.2	Additional Factors for Evaluation of Offers	SIT – 10 (Mentioned below)
13	35.3	Price Preference	Not applicable
14	43	Parallel Contracts	SIT – 11 (Mentioned below)
15	50	Tender For rate Contracts	Not Applicable
16	51	Eligibility Criteria	As Mentioned in Section IX
17	52	Tenders involving Pre-Production Samples	Not applicable
18	53	EOI Tenders	Not Applicable
19	54	Tenders for Disposal of Scrap	Not Applicable
20	55	Development/ Indigenization Tenders	Not Applicable
21		Site Inspection	SIT -12 (Mentioned below)
22		Earnest Money Deposit	SIT -13 (Mentioned below)

**SIT 1: Eligible Goods:** All goods to be supplied under the contract shall have their origin in India or Indian Agent in case of imported item, subject to any restriction imposed in this regard in Section III (SIT). The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

**SIT 2: Clarification of Tender Documents:** A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BNP DEWAS in writing or by fax / e-mail/ post. BNP DEWAS will respond in writing to such request provided the same is received by BNP DEWAS not later than **21 Days** prior to the prescribed date of submission of tender. In case the clarifications are not given by BNP Dewas in stipulated time frame then the bidder must strictly follow the tender terms & conditions. Copies of the query and clarification, if any shall be sent to all prospective bidders who have purchased the bidding documents.

**SIT 3 Tender currencies:** The tenderer shall quote only in **Indian rupees**. Supplier is requested to quote price within 2 decimal place. Quotation with price quote beyond 2 decimal place will be ignored.

**SIT 4: Wherever GST is applicable, the following may be noted:**

- i The tenderer should quote the exact percentage of GST that they will be charging extra.
- ii While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of GST from the erstwhile system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- iii The tenderer while quoting for tenders should give the following declaration:  
"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the GST scheme by way of reduction in price and advise the purchaser accordingly."
- iv The supplier while claiming the payment shall furnish the following certificate to the paying authorities: "We hereby declare that additional set offs/input tax credit to the tune of Rs. \_\_\_\_\_ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted .

**SIT 5: Price Variation Clause:** The prices should be firm & fixed during the entire currency of the contract

**SIT 6 : Tender Validity**

- The tenders shall remain valid for acceptance for a period of **120 days** after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- In exceptional cases, the tenderers may be requested by BNP DEWAS to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/e-mail followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD (If applicable) accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for BNP DEWAS, the tender validity shall automatically be extended upto the next working day.
- **Compliance with the Clauses of this Tender Document:** Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

**SIT 7 : Number of Copies of Tenders to be submitted :**  
Tenderer shall submit their tender in "**Original**" only.

**SIT 8 : Submission of Tender :**

Techno-commercial Bid and Financial Bid are to be submitted in Two Separate double sealed Envelopes on or before the due date of the submission of the tender as stated below otherwise tender / bid / quotation shall be liable for rejection.



**Part-I : Techno-commercial bid [First Envelope]**

- I. Mandatory Check List
- II. The tenderer has to submit sealed & signed tender document by authorized signatory of the tenderer as a token of acceptance of all section/terms & conditions of this tender document.
  1. **EMD-** EMD of Rs.32000/- must be valid for at least 45 days beyond the validity of tender. i.e 120 days +45 days= 165 days. EMD must be submitted along with the tender in form of DD/FDR/Bankers Cheque only in favour of "The General Manager, Bank Note Press, Dewas" Payable at Dewas, Failing which the offer will be ignored.
  2. The firm who are registered under NSIC, Micro & Small Enterprises (MSE)/ Startups may be exempted from submitting the EMD on producing valid certificate Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
  3. **For MSE firm - Bid Security Declaration:** - Against EMD, bidder firm have to submit a seal & sign "Bid Security Declaration" accepting that if the firm withdraw or modify their bid during the period of bid validity after opening of tender they will be suspended for a period of 3 years from the date of opening of tender. (As per letter no. F.9/4/2020-PPD Ministry of Finance, Department of Expenditure dated 12.11.2020).  
In addition to above, firms participating as MSE/NSIC/DIC/Start-up India Campaign, needs to enclosed certificates containing validity (including registered category-if any).
  4. Relaxation of norms for Startups and Micro and Small Enterprises on Prior Experience, Prior Turnover Criteria may be given subject to meeting of quality and technical specifications as per circular no.1(2)(1)2016-MA dt.10.03.2016 issued by Govt. of India, Ministry of Micro, Small & Medium Enterprises, New Delhi.
  5. Relaxation may be given under Order No. P-45021/2/2017-B.E.-II Dt:15.06.2017 for Public Procurement (Preference to Make in India) issued by Ministry of Commerce and Industry, Department of Industry and Internal Trade (Public Procurement Section), and Order No 6/18/2019-PPD Dt:23.07.2020 for prior registration on procurement from bidders from a country or countries on ground of Defence of India and national Security, issued by Ministry of Finance, department of Expenditure (Public Procurement Division).
- III. **Manufacturer authorization Form:** - Not applicable.
- IV. Power of attorney / Authorization indicating that authorized signatory is competent & legally authorized to submit the tender and /or to enter into legally binding contract
- V. The bidder should not be suspended/ banned by any Ministry/ Deptt. of Government of India or by any State Govt. Undertaking/declaration certificate for the same must be submitted in Technical bid.
- VI. The bidder have to submit all the documents & relevant proof in support of relevant clauses mentioned in **Section - VI: List of Requirement** and **Section -VII: Technical Specification**, **Section - IX : Eligibility criteria**



- VII. A Copy of the price bid proforma shall be submitted alongwith **Techno-commercial Bid** leaving blank the price portion (i.e. showing the unit, currency & total price of the goods offered as xxxx) so as to indicate the goods being offered. It may be noted that the price is **NOT** to be quoted with the techno-commercial Bid **otherwise the tender shall be liable for rejection**

**Part-II : - Price Bid [Second Envelope]**

- The tenderer shall quote their prices strictly as per the proforma given in **Section-XI** of the tender document. No additional / extra item with price shall be included other than that of **Section-XI**.

**NOTE:-**

The envelopes containing bids shall be super scribed as **Techno-commercial Bid and Price Bid separately** for Procurement of **“AMC of railway siding at BNP Dewas”**.

The sealed envelopes shall be again put in another envelope and should be sealed & super scribed as tender for **“AMC of railway siding at BNP Dewas”** Due on: **08.04.2022** up to **14.30 hrs**.

- i. If the tender is not submitted as per above format, offer / bid / tender will be liable for rejection.
- ii. Late tender shall not be accepted. Tenderer shall submit their offer only on prescribed form. Tenders by fax/email shall not be accepted. Tender by post / hand/ courier received on or before the due date & time shall be accepted. Postal delay / delay by courier services etc. shall not be condoned, what so ever reason may be.

**SIT 9: Evaluation Criteria:**

In the first instance, the **Techno-commercial Bid (The Techno-commercial part)** of the tender document will be considered for the evaluation. These offers/bids will be scrutinized & evaluated by the committee/authority with reference to the parameters prescribed in the **Section - VI: List of Requirement, Section -VII: Technical Specification, Section - IX : Eligibility criteria Section** of the tender document .If the clarifications required by the purchaser the bidder have to submit their reply within stipulated time period by fax /email/courier/speed post accordingly the offers submitted by the firms would be scrutinized & evaluated.

- In the Second stage, the **Price Bid** of only eligible/the techno-commercial acceptable offers (as mentioned in first stage) will be opened for further scrutiny & evaluation. The evaluation criteria for awarding the contract shall be given to L1 Bidder as per **Section-XI of the Price Bid**.

**SIT 10: Additional Factors for Evaluation of Offers:**

Since the work is not splittable MSE quoting price within price band of L1+15% shall be allowed the total quantity by bringing down their price to L1 price where L1 is non MSEs.

**SIT 11: Parallel Contract:** Not applicable

**SIT 12: Site Inspection:**

BNP reserves the right for site inspection for assessment of capacity, capability by the BNP officials.

**SIT 13: Earnest Money Deposit:**

**For other firm:** EMD of Rs.32000/- must be valid for at least 45 days beyond the validity of tender. i.e 120 days +45 days= 165 days. EMD must be submitted along with the tender in form of DD/FDR/Bankers Cheque only in favour of “The General Manager, Bank Note Press, Dewas” Payable at Dewas, Failing which the offer will be ignored.



**For MSE firm:**

Against EMD, bidder firm have to submit a seal & sign "Bid Security Declaration" accepting that if the firm withdraw or modify their bid during the period of bid validity after opening of tender they will be suspended for a period of 3 years from the date of opening of tender. ( As per letter no. F.9/4/2020-PPD Ministry of Finance, Department of Expenditure dated 12.11.2020)

In addition to above, firms participating as MSE/NSIC/DIC/Start-up India Campaign, needs to enclosed certificates containing validity (including registered category-if any).



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**SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)**

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

Please refer to our website for:

<http://www.spmcil.com/spmcil/UploadDocument/GCC.pdf>



## 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.

S. No	GCC Clause No.	Topic	SCC Provision
1	8.2	Packing and Marking	SCC - 1 (Mentioned below)
2	11.2	Transportation of Domestic Goods	SCC - 2 (Mentioned below)
3	12.	Insurance	SCC - 3 (Mentioned below)
4	14.1	Incidental Services	Not Applicable
5	15	Distribution of Dispatch Documents for clearance/ Receipt of Goods	SCC - 4 (Mentioned below)
6	16.2,16.4	Warrantee Clause	SCC - 5(Mentioned below)
7	19.3	Option Clause	SCC - 6 (Mentioned below)
8	20.1	Price Adjustment Clause	Not Applicable
9	21.	Taxes and Duties	SCC - 7 (Mentioned below)
10	22	Terms and Mode of payments	SCC - 8 (Mentioned below)
11	24.1	Quantum of LD	SCC - 9 (Mentioned below)
12	25.1	Bank Guarantee and Insurance for Material Loaned to Contractor	Not Applicable
13	33.1	Resolution of Disputes	SCC - 10 (Mentioned below)
14		Disposal/ Sale of Scrap by Tender	Not Applicable
15	36.3.2,36.3.9	Arbitration Clause	SCC -11 (Mentioned below)
16		Failure & Termination Clause	SCC -12 (Mentioned below)
17		Force Majeure Clause	SCC -13 (Mentioned below)

### SCC - 1: Packing and Marking:

The supplier shall arrange for adequate protection and packing of the stores so as to avoid any loss or damage during the transit.

The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

**SCC - 2: Transportation of Domestic Goods:** The transportation of the goods to be procured will be done by the supplier on FOR BNP Dewas Basis. The total cost of the transportation should also be indicated in the price bid of the item to be procured.

**SCC - 3: Insurance:** As the supplier has to deliver the material on FOR BNP Dewas Basis therefore the cost of the insurance will also the part of the total cost of the material born by the supplier. The insurance charges should also be indicated in the price bid of the material/item.

**SCC - 4: Distribution of Despatch Documents for Clearance/ Receipt of Goods :** The supplier shall send all the relevant despatch documents well in time to BNP DEWAS to enable BNP DEWAS to clear or receive (as the case may be) the goods in terms of the contract.



**SCC-5: Warranty Clause:** As applicable

**SCC-6: Option Clause:** The Purchaser reserves 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.

**SCC-7: Taxes and Duties:** Supplier shall be entirely responsible for all taxes, fees, levies etc. incurred until delivery of the contracted goods to BNP DEWAS.

**SCC-8: Terms and Mode of Payment:** Payment will be as follows:

Payment shall be made on monthly basis. Bills to be produced monthly in triplicate. A certificate to be annexed issued by P.W.I, Section Engineer, Western Railway to the effect that work done is satisfactory and track is safe for general work. Bill will be certified by Inspecting Authority of BNP mentioning that work has been completed as per condition of work order. The payment will be done through RTGS Only. Therefore, the suppliers have to produce all the Bank details such as - Name of Bank, Account No., IFSC Code No., MICR No. along with the Tender Document.

**SCC-9: Quantum of Liquidated damages :** If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, BNP DEWAS shall, without prejudice to other rights and remedies available to BNP DEWAS under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% (0.5%) percent+ 18% GST (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% percent+ 18% GST (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 shall also apply.

**SCC-10: Resolution of disputes:**

If dispute or difference of any kind shall arise between BNP DEWAS and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either BNP DEWAS or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

**SCC-11: Arbitration Clause:** All disputes & differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by CMD, SPMCIL. This contract has to be interpreted in accordance with the laws of the Union of India and arbitration proceedings shall be conducted in India under the Arbitration and conciliation Act 1996. The Arbitrator so appointed shall be an SPMCIL Officer who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in dispute or differences. The Award of the Sole Arbitrator shall be final and binding on the parties.

**SCC-12: Failure & Termination**

A) Cancellation of contract for Default: Without prejudice to any other remedy for breach of contract, like removal from the list of registered supplier, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:

- (i) If the supplier fails to provide any or all the goods within the time period (s) specified in the contract, or any extension thereof granted
- (ii) If the supplier fails to perform any other obligation under the contract within the period (s) specified in the contract or any extension thereof granted.



B) Termination of Contract for convenience: Bank Note Press, Dewas (M.P.) may at any time terminate the Contract by giving you one month's prior notice in writing to that effect and shall have the liberty to appoint any other agency to carry out your obligations under this Contract.

**SCC-13: Force Majeure:**

13.1 In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

13.2 Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

13.3 In case due to a Force Majeure event is unable to fulfill its contractual commitment and responsibility, BNP Dewas will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.



**SECTION VI: LIST OF REQUIREMENTS**

S. No.	Brief description of goods (Related specifications etc. are in Section-VII)	Quantity
1.	AMC OF RAILWAY SIDING	12 MONTHS

1. **Required Terms of Delivery & Destination:** FOR BNP Dewas.
2. **Replacement:** If the material is rejected for any reason the supplier have to replace the material at firms own cost and risk from our press.
3. **Preferred mode of Transportation:** As desired by the bidder which should be in safe and secured manner.
4. **Period of contract:**  
The contract will be valid for a period of One Year from 01.07.2022 (tentatively).
5. **Security Deposit:** If the value of the purchase order will exceed **Rs. 2,50,000/-** then the firm on whom purchase order will be placed will have to submit **3%** of the total cost of the purchase order against security deposit in form of DD/ FDR/ Banker's cheque drawn on any scheduled commercial bank in India only in the favour of "The General Manager, BNP Dewas" payable at Dewas within **21 Days** from the date of issuance of NAC(Notification of Award of Contract). The Security Deposit should remain **valid for a period of 60 days beyond the date of completion** of all contractual obligations of the contractor, including warranty obligations, and will be refunded to the contractor without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract. (As per letter no. F.9/4/2020-PPD Ministry of Finance, Department of Expenditure dated 12.11.2020).  
Note: Purchase order will be issued to the successful bidder only after receipt of SD in original form.

**1. Other requirements for the Bidders:-**

- (a) The bidder shall provide names of organization(s)/firm(s) with addresses & telephone numbers, fax numbers, email addresses to which they have provided similar type of items annually during the last five years.
- (b) The application should be submitted in Hindi/English Language. The authenticated copies of the documents in support of the applicant's claims may be submitted in Hindi/English Language.
- (c) The bidder shall indicate that authorized signatory is competent & legally authorized to submit the tender and / or to enter into legally binding contract.
- (d) The bidder must have to enclosed the copy of PAN /GSTIN certificate.

Note: Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1

2. The tenderer is to provide the required details, information, confirmations, etc accordingly, failing which it's tender is liable to be ignored. Following details may also be provided. **(Mandatory)**

i Name of Firm :

\_\_\_\_\_



i Name of the Proprietor / Owner / Director :

\_\_\_\_\_

ii Complete address of the firm :

\_\_\_\_\_

\_\_\_\_\_

iv Contact of firm :

Phone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

FAX No. \_\_\_\_\_

E-mail No. \_\_\_\_\_

v GST Registration No. (Copy of certificate enclosed. If applicable) :

\_\_\_\_\_

vi Income Tax P.A.N. No.(Copy enclosed) : \_\_\_\_\_

vii For transaction through RTGS/NEFT :

1. Name of Bank : \_\_\_\_\_

2. Account No : \_\_\_\_\_

3. MICR No : \_\_\_\_\_

4. IFSC Code : \_\_\_\_\_

iv Details of ITCC / NSIC / DGS&D Registration. Please enclose Photostat copies.

v Whether the firm is MSME Registered if yes, please enclose the copy of relevant documentary proof.

Date:

Name & Signature

Seal of the Firm & Address





## SECTION VII: TECHNICAL SPECIFICATION

### Terms and Condition and Scope of work

#### Terms & Condition and Scope of Work:

1. This agreement is for a period of one year from 01.07.2022 (Tentatively)
2. As per the direction of authorized representative of BNP, maintenance work of railway siding will be carried out with a sufficient number of manpower will be deployed by the contractor to ensure proper maintenance. A crew including minimum of 6 persons is needed to carry out this work, otherwise proportionate payment liable to be deducted as per the deployment of less workers.
3. Work duration will remain 08:00 AM to 5:00 PM. No additional payment will be made if called for work on the day or night time, if any on emergency.
4. Inspection: contractor will arrange to inspect work by the Section In-Charge of Rail Track Inspector and a certificate of satisfactorily maintenance work done will be required to produce along with maintenance charge payment as documents. Although the payment of inspection charges/siding charges will be made by BNP as levied by Railway Administration.
5. Contractor is required to make arrangement of all tools and plants at workplace necessary for work at workplace. No additional payment shall be paid to him for the same. Contractor is also required to hand over the list of such tools to in-charge of civil section. Contractor is liable to maintain and upkeep of such tools.
6. Contractor has to ensure the compliance of provisions of M P Factory Rules – 1962 which includes minimum wages act, employing person having age more than 18 years etc. Contractor also need to maintain muster roll of employed major workers in the format no. 14 and their wages/holiday register in the format no. 18 which is required to be produced before Deputy Director (Industrial Safety & Health) for their perusal from time to time.
7. Contractor will be responsible for occurrence of accident due to wrongful track. Decision of P.W.I. of railway will be bound on contractor for wrongful track. Contractor has to bear the cost of repair the track owing to accident and also has to bear the crane charges, if required.
8. Payment: Payment shall be made on monthly basis. Bills to be produced monthly in triplicate. A certificate to be annexed as issued by P.W.I. section Engineer, Western railway to the effect that work done is satisfactory and track is safe for general work. Bill will be certified by inspecting authority of BNP monitoring that work has been completed as per conditions of work order.
9. Contractor along with workers required to do the work in BNP factory premises have to submit application with police verification report for issuing permission pass.
10. All permission pass shall have to be returned back to BNP Dewas after completion of work failing which final bill will not be passed.
11. Contractor is required to verify details of workers in the application form for permission and counter verification be made by Engineer In-Charge.
12. Contractor is also required to submit the Undertaking that he will be responsible for ensuring the safety of his worker during execution of work and he will be responsible for conduct of his workers during their period of working in the BNP premises.
13. The above work should involve minimum 6 (six) nos. of manpower at the time of executing the work.



14. The rates quoted should not be less than the minimum wages+ESIC+EPF+Bonus etc. as per latest notification issued by the Govt./Dy. Chief Commissioner (Central) as applicable and statutory compliance of all labour laws/regulations must be complied by the contractor/agency.
15. Quotations less than the minimum wages+ESIC+EPF+Bonus etc. as per latest notification issued by the Govt./Dy. Chief Commissioner (Central) will be treated as unresponsive.
16. The minimum wages shall be revised as per notification issued by the govt./Dy. Chief commissioner (central) as applicable and statutory compliance of all labour laws/regulations must be compliance by the contractor/agency time to time. Any changes in the minimum wages shall be reimbursed to the firm limited to 6 (six) nos. of manpower.

### **BNP,Dewas Railway Siding Maintenance Work**

#### **Scope of Work:**

As listed below, an agreement for maintenance of 2.10 km railway siding track as per specifications and standard of Railway within the premises of BNP, Dewas.

1. Periodic inspection of full track by Key man, screwing up of keys, cotter, spikes, fish bolt.
2. Periodic packing as per ascertained schedule.
3. Maintenance of gauge, level and alignment as per specific standard.
4. Changing of broken/unused sleepers as and when required.
5. Drainage cleaning around the track.
6. Grass cleaning on track.
7. Lifting of garbage lying on track and disposing it as per direction of BNP officials.
8. Periodic greasing, oiling and maintenance of points, crossings and locking equipments.
9. All work related with level crossing as screwing up leveling, distance block, changing of sleepers from crossings.
10. Maintenance of dead ends.
11. Contractor is required to arrange all petty parts without any additional charges as dog spikes, keys, bolts, fish plates etc.
12. Work to be done:
  - a. For the period of two months prior to monsoon:  
Cleaning work of sides for two to four days per week prior to commencement of monsoon (April to May), cleaning work of water drainage, land leveling for drainage flow etc.
  - b. During Monsoon period:  
Removal of soil pile-up on the track as per requirement for four months (June to September), taking care of water flow and drainage in the event of excessive rain crip as per requirement.
  - c. After monsoon period:
    - i. Fairly good maintenance of entire siding to maintain section in good condition.
    - ii. Proper well-arranged and directed packing from one siding to another siding including overhauling of nominated sections of track.



- iii. Properly packing/overhauling/level crossing related work like coordination of blank spaces (gauge adjustment) as per requirement of railway and curves, full connection will be done in this period.
13. Contractor will inform well in advance (six months) to BNP officials, if any big parts such as sleepers, tiar cst-9 pot, rails and ballast to be changed. Accordingly contractor will replace all such items after made available by BNP and BNP will not pay any extra charges for the said work. The said work is in the scope of this tender document.
14. Contractor is required to arrange and substitute petty parts like key, fish plate, fish bolt, spokes, head block, crossing key blade, distance block, nut bolt etc. for this no additional payment to be made. The said work is in the scope of this tender document.



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**SECTION VIII: QUALITY CONTROL REQUIREMENTS**

(As per technical specification mentioned in section VII)



**SECTION IX: ELIGIBILITY CRITERIA  
FOR  
AMC OF RAILWAY SIDING**

**I. For other firm: Experience and past performance:** The Bidder Firm should have experience to perform at least one similar work in any one year during last five years ending 31.03.2021.

**II. For MSE/Startup firms: Capability-Equipment & Manufacturing Facilities:** The bidder firm must have an annual capacity to perform at least one similar work.

**Note:** Participating bidders need to submit relevant documents in support of their claim.



SECTION X: TENDER FORM

ACCEPTANCE OF TERMS & CONDITIONS

To

Date.....

The Chief General Manager,  
Bank Note Press,  
(A unit of Security Printing and Minting Corporation of India Limited)  
Dewas (M.P.) – INDIA

Ref: Your Tender document No. ....dated .....

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (Description of goods and services) in conformity with your above referred document for the sum of ----- (To be mentioned in the Price Bid only & not to be mentioned in Techno Commercial Bid) (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance for a period 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 further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign tender for and on behalf of



**SECTION XI: PRICE SCHEDULE**

[To be submitted along with the tender]

From:

To,

The Chief General Manager,

Bank Note Press, Dewas (M.P.) – INDIA

(A unit of Security Printing and Minting Corporation of India Limited)

Sub: Price Bid for Procurement for **AMC OF RAILWAY SIDING.**

Ref: Your tender enquiry No. **6000017334/BNP/P/CIV/AMC RAILWAY/22/OT,**  
**dated:25.03.2022**

Dear Sir,

We have received your tender enquiry cited and we are pleased to enclose the following our Commercial bid for your kind consideration.

Sl. No.	Description	Quantity & Unit	Basic Price Per month Rs.	GST@% & (Rs.) Per month Rs.	Total rate per month (FOR BNP Dewas) Rs.	Total Price for 12 months (FOR BNP Dewas) Rs.
1	2	3	4	6	7= (4+5+6)	8= (7x3)
1.	<b>AMC for Maintenance of Railway Siding at BNP Dewas</b>  SAC code: _____	12 months				

**Date:**

**Name & Signature**

**Seal of the Firm**

**Address:** \_\_\_\_\_

**Note:**

- Price should be quoted exactly as per the format given above.
- Price bids with condition/counter conditions are liable for rejection.
- Firm has to quote the price within 2 decimal place. Price quote beyond 2 decimal place will be ignored.
- Supplier should file the returns pertaining to TCS (Section 206C (1 H) for TCS collected, in time and provide the TCS certificate to BNP. In case of any Credit loss to BNP by way of their failure to files Returns and provide TCS certificate in time, BNP reserves the right to recover the amount equivalent to TCS paid along with applicable interest from the payment of further supplies.**
- The above work should involve minimum 6 nos. of manpower at the time of executing the work.
- The rates quoted should not be less than the minimum wages+ ESIC+ EPF+ Bonus as per notification issued by the govt. /Dy. Chief. Commissioner (central) as applicable and statutory compliance of all labour laws / regulations must be compliance by the contractor / agency.
- Quotation less than defined minimum wages+ ESIC+ EPF+ Bonus by the govt. will be treated as unresponsive.
- Any changes in the minimum wages shall be reimbursed to the firm limited to 6 nos. of manpower.
- The contract is indivisible.**



## SECTION XII: QUESTIONNAIRE

The tenderer should furnish specific answers to all the questions/ issues 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 evasive answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

1. Brief description and of goods and services offered:

2. Offer is valid for acceptance upto .....

3. Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India :

Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.

4. Status :

a. Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present SPMCIIL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.

b. Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.

5. Please indicate name & full address of your Banker(s) :

6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Deptt. of Government of India or by any State Govt.

.....  
(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 XIII: BANK GUARANTEE FORM FOR EMD**

*(Not applicable)*



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**SECTION XIV: MANUFACTURER'S AUTHORIZATION FORM**

(Not applicable)





**SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

\_\_\_\_\_ [Insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [insert: Name and Address of BNP Dewas]

Date:

PERFORMANCE GUARANTEE No.:

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

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

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

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

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

This guarantee will remain in force for a period of Sixty days after the currency of this contract and any demand in respect thereof should reach the Bank not later than the above date.

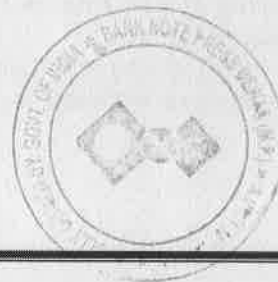
.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

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

.....  
Name and designation of the officer

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



**SECTION XVI: CONTRACT FORM**

**Contract No.....**  
**dated.....**

This is in continuation to this office' Notification of Award  
No..... dated .....

1. Name & address of the Supplier: .....

2. SPMCIL's Tender document No..... dated..... and subsequent Amendment  
No....., dated..... (If any), issued by SPMCIL

3. Supplier's Tender No..... dated..... and subsequent communication(s) No.....dated  
..... (If any), exchanged between the supplier and SPMCIL in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the  
documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read  
and construed as part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorization Form (if applicable for this tender);
- (ix) SPMCIL's Notification of Award

**Note:** The words and expressions used in this contract shall have the same meanings as are  
respectively assigned to them in the conditions of contract referred to above. Further, the definitions  
and abbreviations incorporated under clause \_\_\_ of 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 thereof: .....  
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 despatch 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 A BID OPENING**

(Refer to clause 24.2 of GIT)

The Chief General Manager,  
Bank Note Press,  
(A unit of Security Printing and Minting Corporation of India Limited)  
Dewas (M.P.)- INDIA

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
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 bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.



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**SECTION XVIII: SHIPPING ARRANGEMENTS FOR LINER CARGOES**

*(Not applicable)*



**SECTION XIX: 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 Tax Amount
2. Freight (if applicable)
3. Packing and Forwarding charges (if applicable)
4. Others (Please specify)
5. PVC Amount (with calculation sheet enclosed)
- 6.. (-) deduction/Discount
7. Net amount payable (in words Rs.)

Despatch detail RR No. other proof of despatch.....

Dated.....(enclosed)

Inspection Certificate No..... Dated.....(enclosed)

Income Tax Clearance Certificate No..... Dated.....(enclosed)

Place and Date

Received Rs.....(Rupees).....

I hereby certify 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

