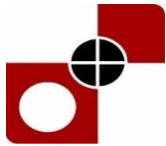


# Standard Bidding Document



## **SECURITY PAPER MILL, NARMADAPURAM- 461005 (M.P), INDIA**

(A Unit of Security Printing and Minting Corporation of India Limited)  
(Wholly owned by Government of India)

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

Website: <http://spmarmadapuram.spmcil.com>

E-Mail: [gm.spm@spmCIL.com](mailto:gm.spm@spmCIL.com)

CIN: U22213DL2006GOI144763, GSTIN: 23AAJCS6111J3ZE

Ph.No:91-7574-255259, Fax No: 07574-255170



PR Number	PR Date	Indenter	Department
17004088	30.08.2022	ELECTRICAL	ELECTRICAL

Not Transferable

**Security Classification: NON-SECURITY**

### **TENDER DOCUMENT FOR PROCUREMENT OF SIEMENS S120 DRIVES**

**Tender Number: 6000017790/EL/PM5/PAC/933 DATE: 28.09.2022**

**This Tender Document Contains 37 Pages.**

**Tender Documents is issued to:**

M/s Siemens Limited  
India  
Digital Industries  
Drives & Automation - Pune & Nagpur RC-IN DI CS SD WR SSS  
Sector 2, Kharghar Node  
Navi Mumbai  
410210 Mumbai, India  
[www.siemens.com](http://www.siemens.com)  
E-mail: [vijay.chavan@siemens.com](mailto:vijay.chavan@siemens.com); [ashish.tambatkar@siemens.com](mailto:ashish.tambatkar@siemens.com);  
[laxmi-narayan.dhakar@siemens.com](mailto:laxmi-narayan.dhakar@siemens.com)

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

**Name, Designation: Vikas Kumar, Manager (Material)**

**Address: Security Paper Mill, Narmadapuram**

**Phone, Fax, email: 07574-286842**

**Email: [kumar.vikas@spmCIL.com](mailto:kumar.vikas@spmCIL.com)**

## Section1: Notice Inviting Tender (NIT)

6000017790 /EL/PM5/PAC/933

28.09.2022

(SPMCIL's Tender SI No.)

(Date)

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

Sch d. No.	Brief Description of Goods/services	Quantity (with unit)	Earnest Money (In Rupee)	Remarks
1	6SL3120-1TE23-0AA3,SM MODULE,30A SPEL025375	3.000 EA	0.00INR	
2	SIEMENS S120 C/D POWER CONNECTOR 30A SPEL027861	6.000 EA		
3	Siemens D SINAMICS S120 30Kw SM MODULE SPEL020784	1.000 EA		
4	6SL3120-2TE15-0AA3,DOUBLE MOTORMODULE,5A SPEL025379	4.000 EA		
5	SIEMENS S120 C/D ADAPTOR CABLE 18A SPEL027862	12.000 EA		
6	Siemens D SINAMICS S120 7.5Kw DM Module SPEL020782	2.000 EA		
7	Siemens D SINAMIC G120 PM 240 11Kw SPEL020763	2.000 EA		
8	SIEMENS G120 CU230P2 6SL32430BB301PA3 SPEL027863	2.000 EA		
	SIEMENS G120 BOP	2.000 EA		

Sch d. No.	Brief Description of Goods/services	Quantity (with unit)	Earnest Money (In Rupee)	Remarks
9	6SL32550AA004CA1 SPEL027864			
Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)			ONE-BID PROPRIETARY ARTICLE CERTIFICATE	
Dates of sale of tender documents:			From 28.09.2022 to 27.10.2022 during office hours.	
Place of sale of tender documents			SPM, NARMADAPURAM	
Closing date and time for receipt of tenders			28.10.2022 11:00:00	
Place of receipt of tenders			ADMIN OFFICE. SECURITY PAPER MILL, NARMADAPURAM	
Time and date of opening of tenders			28.10.2022 15:00:00	
Place of opening of tenders			ADMIN. OFFICE, SECURITY PAPER MILL, NARMADAPURAM	
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)			VIKAS KUMAR Manager(Material)	

Sub: Regarding acceptance of Terms and Conditions for "Procurement of Siemens S120 Drives".

Ref: Quotation No. Nil Dated 07.07.2022

Security Paper Mill, Narmadapuram MP invites the quotation/Proforma Invoice for the " Procurement of Siemens S120 Drives ". You are therefore, requested to send the quotation cum proforma invoice for the same on or before closing date & time for receipt of tender by Fax & Email, and sent original copy by speed post. The quotation cum proforma invoice may be sent in the favour of the "The Chief General Manager, Security Paper Mill, Narmadapuram MP" immediately containing the following:

Please submit on or before 3:00 pm on date of tender opening, your quotation for following goods, in accordance with the Terms and Conditions printed in this tender enquiry, in a sealed cover, marked on top with # Enquiry No; Date of Tender opening.

Your's Faithfully

(Vikas Kumar)  
Manager(Material)  
FOR CHIEF GENERAL MANAGER  
CORRESPONDING ADDRESS

-----  
THE GENERAL MANAGER  
SECURITY PAPER MILL  
NARMADAPURAM-461005 (M.P.)  
Website: <http://spmarmadapuram.spmcil.com>  
PHONE :-07574 286842/286586

#### TERMS AND CONDITIONS :

1. The quotation must be in the form furnished by procuring entity and should be in ink free from corrections/erasures. In case there is any unavoidable correction it should be properly attested, otherwise the

quotation will not be considered.

2. Quotation will be opened on due date at 3.00 p.m. at the indicated venue in presence of tenderer or their representatives who may wish to be present.
3. The Purchaser reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.
4. Participation in this tender is by invitation only. Unsolicited offers are liable to be ignored. However, vendors who desire to participate in such tenders in future may bring it to the notice of Procuring Entity and apply for registration as per procedure. Note: To get registered as approved supplier with procuring entity, please download supplier approval form from <http://spmnamadapuram.spmcil.com> and submit.
5. Manufacturer's name and country of origin of materials offered must be clearly specified. Please quote whether your organisation is large scale industry or small-scale industry. If you have NSIC/SSI/MSI Certificate, please attach it to the quotation. Mention your registration details.
6. Complete details and ISI specification if any must accompany the quotation. Make/ Brand of the item shall be stated wherever applicable. If you have got any counter offer as suitable to the material required by us, the same may be shown separately.
7. Samples must be submitted where specified along with the quotations. Samples must be carefully packed, sealed and labelled clearly with enquiry number, subject and sender's name for easy identification. Rejected samples will be returned at your cost if insisted. (NOT APPLICABLE)
8. All drawings sketches and samples if any sent along with this enquiry must be returned along with quotations duly signed. (NOT APPLICABLE)
9. All supplies are subject to inspection and approval before acceptance. Manufacturer/ Supplier Warranty Certificates and Manufacturer/ Government Approved Lab Test Certificate shall be furnished along with the supply, wherever applicable. (NOT APPLICABLE)
10. The Purchaser reserves the right to modify the quantity specified in this enquiry.
11. The prices quoted should be firm till the supplies are completed. Please quote the rates in words and figures. Rates quoted should be free delivery at destination including all charges otherwise the quotation is likely to be rejected. Price quoted for free delivery at destination will be given preference. If there is no indication regarding the FOR, in the quotation, then it will be considered as F.O.R. Destinations. Price quoted should be net and valid for a minimum period of three months from the date of opening of the quotation.
12. Payment of GST is primarily the responsibility of the seller and will not be paid unless the percentage value is clearly mentioned in the quotations. If no indication regarding GST is recorded in the quotation, the GST will be considered as included.
13. Delivery Period required for supplying the material should be invariably specified in the quotation.
14. Liquidity Damages : In case your quotation is accepted, and order is placed on you, the supply against the order should be made within the period stipulated in the order. Purchaser reserves the right to recover any Loss sustained due to delayed delivery by way of penalty. Failure to supply the material within the stipulated period shall entitle the Purchaser for imposition of Penalty without assigning any reasons @ 1/2% of the total value of the item covered in order as Penalty per day subject to a maximum of 10% unless extension is obtained in writing from the office on valid ground before expiry of delivery period. Penalty + 18% GST will be deducted.
15. If the deliveries are not maintained and due to that account the Purchaser is forced to buy the material at your



Tender Number:6000017790

Risk and Cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

16. Dispute Clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Narmadapuram only.

17. Our normal payment terms are 100% payment will be made after receipt and acceptance of material at our site in good condition and on receipt of all related documents. Payment will be made through RTGS/NEFT.

18. Technical Specifications: submit Technical Specifications duly seal & signed.

19. 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 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.

20. 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/05082022/ISO67C5X7M9X.  
GEM/GARPTS/05082022/VH4Q7ZGVM513.

NOTE : KINDLY ACCEPT OUR TERMS & CONDITIONS OF THE NIT WITH SEAL AND SIGNED AND SEND BY RETURN MAIL/SPEED POST AT PRESCRIBED DATE AND TIME.

I/ We engage to supply the service(s)/material(s) to your office and comply the following:

1. Tender Schedule and Technical Specification indicated.
2. Item/ Tender specific conditions for this tender.
3. Terms and Conditions printed overleaf.
4. I/ we confirm that set off for the GST etc. paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under GST etc.
5. This offer is valid for 90 days from the date of opening of tender.

Signature & seal

Name of Authorised

Place & Date:

Signatory:

Address:

Tel. No/ Fax. No /



Tender Number:6000017790

Mobile No  
Email ID:

.....

.....  
(Name Designation, Address telephone number etc  
of the officer signing the document)

For and on behalf of  
.....



Tender Number:6000017790

## **Section II: General Instructions to Tenderers (GIT)**

### **Part 1: General Instructions Applicable to all type of Tenderers**

Part I: General Instructions Applicable to all Types of Tenders

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

-----  
SIGNATURE OF BIDDER WITH NAME,  
DESIGNATION & SEAL



Tender Number:6000017790

---

## **Section II: General Instructions to Tenderers (GIT)**

### **Part II: Additional General Instructions Applicable to Specific type of Tenderers**

---

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

-----  
SIGNATURE OF BIDDER WITH NAME,  
DESIGNATION & SEAL

### Section III: Specific 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.)

Sr No	GIT Clause No.	Topic	SIT Provision
01	3	Eligible Tenderers	Applicable
02	3.4	Eligible Goods and Services (Origin of Goods)	Applicable
03	6.1	The tender documents includes:	Applicable
04	8	Pre-bid Conference	Not applicable
05	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 SPM in writing or by fax/e-mail/telex. SPM will respond in writing to such request provided the same is received than fourteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding document.
06	10.1	The Technical bid to be submitted by Tenderer shall contain the	following documents, duly filled in, as required: Applicable
07	11.2	Tender Currency	Supplier is requested to quote price within 2 Decimal place. Quotation with price quote beyond 2 decimal place is ignored.
08	12.1	Tender Prices	Applicable
09	12.2,33,36.1	Schedule wise evaluation	Not Applicable
10	12.6	GST details	Applicable
11	14	PVC Clause & Formula	Not Applicable
12	14.4 to 14.7	Exchange Rate Variation (ERV)	Not applicable
13	16.2 a) to c)	Documents Establishing Tenderer's Eligibility and Qualifications	Not applicable
14	18.4, 18.5	Earnest Money Deposit (EMD)	Not applicable
15	19	Tender Validity	90 days from opening date of quotation.
16	20.4	Number of Copies of Tenders to be submitted	One copy in original
17	20.8	Two Bid System	Not Applicable
18	20.9	E-Procurement	Not 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	Not applicable

Sr No	GIT Clause No.	Topic	SIT Provision
		and Preferential schemes	
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	Not 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	28.1,28.2,28.3	Discrepancy in Prices	Applicable
32	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.
33	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
34	Special Condition	Sec. 206AB of IT Act	Vendor has to submit declaration in specified format for the compliance of section 206AB of Income tax Act, 1961. In case of non-submission of declaration; TDS will be deducted at higher rates (as applicable) as per section 206AB.

---

## **Section IV: General Conditions of Contract (GCC)**

---

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

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

-----  
SIGNATURE OF BIDDER WITH NAME,  
DESIGNATION & SEAL

## Section V: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify/ substitute/ supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

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

Sl.No	GCC Clause No.	Topic	SCC Provision
01	1.2	Abbreviations:	Not applicable
02	6.1, 6.3 & 6.5	Performance Bond/ Security	Not Applicable
03	8.2	Packing and Marking	Applicable
04	9	Inspection and Quality Control	Not applicable
05	11.2	Transportation of Domestic Goods	Applicable
06	12.	Insurance	Applicable
07	14.1	Incidental Services	Applicable
08	15	Distribution of Dispatch Documents for clearance/ Receipt of Goods	Not applicable
09	16.1	Warrantee Clause	The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by SPM in the contract. The supplier further warrants that the goods supplied undercontract shall have no defect arising from design, material or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods.
10	16.2	Warrantee Clause	Warrantee shall remain valid for 01(One) Year after the goods have been delivered to the final destination and accepted by SPM in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
11	16.4	Warrantee Clause	Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over thereplaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPMCIL for such replaced parts/ goods thereafter.
12	16.6	Warrantee Clause	If the supplier, having been notified, fails to

Sl.No	GCC Clause No.	Topic	SCC Provision
			rectify/replace the defects within a reasonable period, SPM may proceed to take such remedial action as deemed fit by SPM, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which SPM may have against the supplier.
13	19.3	Option Clause	The Chief General Manager Security Paper Mill Narmadapuram may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.
14	20.1	Price Adjustment Clause	Not Applicable
15	21.	Taxes and Duties	Applicable
16	22.	Terms and Mode of payments	100% Payment on receipt and suitability of material by user department and on production of all required documents by supplier through NEFT/RTGS only.
17	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 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 per day of delay or part thereof until actual delivery or....
18	24.1	Quantum of LD	..... performance, subject to a maximum deduction of the 10% ( plus GST on the LD amount) of the delayed goods or services#
19	25.1	Bank Guarantee and Insurance for Material Loaned to Contractor	Not applicable
20	33.1	Resolution of Disputes	If dispute or difference of any kind shall arise between SPM and the supplier in connection with or relating 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 21 days of its occurrence, then, unless otherwise provided in the SCC, either SPMH or the supplier may seek recourse to settlement of disputes through arbitration act 33.2.

## Section VI: List of Requirements

Schedule No.	Breif Description of goods and services (Related Specifications etc.are in Section-VII)	Accounting Unit	Quantity	Amount of Earnest Money	Remark
1	SPEL025375 6SL3120-1TE23-0AA3,SM MODULE,30A	EA	3.000	0.00INR	
2	SPEL027861 SIEMENS S120 C/D POWER CONNECTOR 30A	EA	6.000		
3	SPEL020784 Siemens D SINAMICS S120 30Kw SM MODULE	EA	1.000		
4	SPEL025379 6SL3120-2TE15- 0AA3,DOUBLE MOTORMODULE,5A	EA	4.000		
5	SPEL027862 SIEMENS S120 C/D ADAPTOR CABLE 18A	EA	12.000		
6	SPEL020782 Siemens D SINAMICS S120 7.5Kw DM Module	EA	2.000		
7	SPEL020763 Siemens D SINAMIC G120 PM 240 11Kw	EA	2.000		
8	SPEL027863 SIEMENS G120 CU230P2 6SL32430BB301PA3	EA	2.000		
9	SPEL027864 SIEMENS G120 BOP 6SL32550AA004CA1	EA	2.000		

SUBMISSION OF TENDER: The bid is to be submitted in one part are as follows:

Bid: ONE BID (In One Parts)

-----

Required BID Documents and Accept conditions:

(1) Consisting of all technical specification as per section VII of this Tender document & commercial conditions.

(2) Tender Fee: NIL

(3) Submission of Undertaking: "The rates quoted by you are the same and not higher than those quoted/delivered to other govt., public section, or private organizations".

(4) Validity: 90 days from the date of opening of the tender.

- (5) FOR : SPM, Narmadapuram door delivery duly unloading.
- (6) Required Delivery Period : within 180 Days from the date of issue of purchase order/NAC whichever is earlier.
- (7) Payment Terms : 100% payment will be made after receipt and acceptance of material and on production of all required documents by supplier at our site through RTGS/NEFT only.
- (8) Taxes: If any - Please strictly incorporate in our NIT Section - XI.
- (09) Warranty: As per Section-V Sr. No. 9,10,11 & 12.
- (10) Firm has to submit manufacturer authorization form as per following :-
- (a) If the bidder firm is manufacturer then firm has to submit the valid registration certificate.
- (b) If the bidder firm is not the manufacturer then firm has to submit the valid manufacturers authorization certificate of the item supplied as per the standard form duly filled by OEM as per annexure XIV of this tender document.
- Manufacturer Authorization Certificate should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- (11) No Deviation Certificate: Bidder should confirm in their quotation, "We acceptance of all terms and condition with technical specification of tender document without any deviation".
- (12) All Sections & pages of the tender documents strictly should be signed, name and sealed by bidder firm.
- (13) Submit the declaration duly seal and signed by Competent Authority on your letter head as per Ministry of finance Dept. of Expenditure, Public Procurement Division OM No. F.No. 6/18/2019-PPD dated 23.07.2020 as follow (Refer GIT Cluase 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."
- (14) PRICE Schedule:

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

NOTE: #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

---

## Section VII: Technical Specifications

---

### Schedule-1

Original MLFB:- 6SL31201TE230AA3

Successor MLFB :- 6SL3120-1TE23-0AC0

SINAMICS S120 SINGLE MOTOR MODULE INPUT: DC 600V OUTPUT: 3AC 400V, 30A FRAME SIZE: BOOKSIZE C - Type INTERNAL AIR COOLING OPTIMIZED PULSE SAMPLE AND SUPPORT OF THE EXTENDED SAFETY INTEGRATED FUNCTIONS INCL. DRIVE-CLiQ CABLE

### Schedule-2

MLFB:- 6SL3162-2ME02-0AC0

SINAMICS S120 C/D Type POWER CONNECTOR for Motor Connection, 6mm<sup>2</sup> FOR MOTOR MODULES 30 A

### Schedule-3

MLFB:- SL3120-1TE26-0AA3

**\*\*spare part\*\*** SINAMICS S120 Single Motor Module input: 600 V DC output: 400 V 3AC, 60 A Type of construction: book size internal air cooling optimized pulse patterns and support of the extended Safety Integrated functions including DRIVE-CLiQ cable

### Schedule-4

Original MLFB:- 6SL31202TE150AA3

Successor MLFB:- 6SL3120-2TE15-0AD0

SINAMICS S120 DOUBLE MOTOR MODULE INPUT: DC 600V OUTPUT: 3AC 400V, 5A/5A FRAME SIZE: BOOKSIZE D-TYPE INTERNAL AIR COOLING OPTIMIZED PULSE SAMPLE AND SUPPORT OF THE EXTENDED SAFETY INTEGRATED FUNCTIONS INCL. DRIVE-CLiQ CABLE

### Schedule-5

MLFB:- 6SL3162-2ME01-0AC0

SINAMICS S120 C/D Type Adapter Cable FOR MOTOR CONNECTION, 2,5MM<sup>2</sup> FOR MOTOR MODULES 3-18A

### Schedule-6

Original MLFB:- 6SL31202TE218AA3

Successor MLFB:- 6SL3120-2TE21-8AC0

SINAMICS S120 Double Motor Module input: 600 V DC output: 400V 3AC, 18 A/18 A design: book size C type internal air cooling optimized pulse patterns and support of the extended Safety Integrated functions incl. DRIVE-CLiQ cable

### Schedule-7

Original MLFB:- 6SL32240BE311UA0

Successor MLFB:- 6SL32101PE233UL0

SINAMICS PM240-2 IP20-FSC-U-400V-15KW

### Schedule-8

Original MLFB:- 6SL3243-0BB30-1PA2 , G120 CU230P-2DP

Successor MLFB:- 6SL32430BB301PA3 , SINAMICS G120 CU230P-2 DP

### Schedule-9

Original MLFB:- 1P-6SL32550AA004JA2

Successor MLFB:- 6SL32550AA004CA1 , SINAMICS G120 BASIC OPERATOR PANEL BOP-2

Seal and signature of bidder

\_\_\_\_\_

---

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

---

Not Applicable

---

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

---

Not Applicable

**Section X: Tender Form**

Date.....

To,

.....

.....

.....

(Complete address of SPMCIL)

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 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 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 23<sup>rd</sup> July 2020 (and its amendments if any) by Department of Expenditure, Ministry of Finance under the above provision and solemnly declare the following:

- ☐ We do not belong to any Country whose bidders are notified as ineligible under this order

**4. Debarment Status:** Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Depts. of Government of India or by any State Govt:

- ☐ Yes (with period of Ban)
- ☐ No, We, solemnly declare that neither we nor any of our affiliates or subsidiaries – including

subcontractors or suppliers for any part of the contract—do not stand declared ineligible/blacklisted/banned/debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations.

- 5. Penalties for false or misleading declarations:** I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of code of Ethics and would attract penalties as mentioned in this tender document, including debarment.

.....  
.....

(Signature with date)

.....  
.....

Name and designation

Duly authorized to sign tender for and on behalf of

.....  
.....

## Section XI: Price Schedule

OFFER FORM for Tender No 6000017790 Date of opening..... Time 15:00 Hours .....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:

Price Schedule							
SR	Tender Schedule Details	Qty. in Nos.	Unit	Rate per Qty.	Basic Cost of Material	GST Amt.	Total
1	Schedule No. 1	3	EA				
2	Schedule No. 2	6	EA				
3	Schedule No. 3	1	EA				
4	Schedule No. 4	4	EA				
5	Schedule No. 5	12	EA				
6	Schedule No. 6	2	EA				
7	Schedule No. 7	2	EA				
8	Schedule No. 8	2	EA				
9	Schedule No. 9	2	EA				
(A) Sub Total of Basic Material Cost with GST in Rs.							
(B) Other Charges if any (Pls specify) in Rs.							
(C) Grand Total (A+B) in Rs.							

1. Scope of Supply: (Cost break-up of the quoted cost, showing inter-alia costs of all the concomitant Installation/ Commissioning/ Training/ Technical Support/ incidental services/ software/ accessories, considered necessary to make the proposal self-contained and complete must be indicated here.)

2. Taxation Details:

- PAN number.....
- 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 dispatched within the prescribe time.

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.

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 initialed by the bidder.
- (iv) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.

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

.....  
\_\_\_\_\_  
SIGNATURE OF BIDDER  
(WITH NAME, DESIGNATION AND SEAL)

## **Section XII Vendor Details**

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

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

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

### **1. Vendor/ Contractor particulars:**

- (a) Name of the Company: .....
- (b) Corporate Identity No. (CIN): .....
- (c) Registration if any with SPMCIL: .....
- (d) Complete Postal Address: .....
- (e) Pin code/ ZIP code: .....
- (f) Telephone nos. (with country/area codes):.....
- (g) Fax No.: (with country/area codes): .....
- (h) Cell phone Nos.: (with country/area codes): .....
- (i) Contact persons /Designation: .....
- (j) Email IDs: .....

### **2. Taxation Details:**

- (a) PAN Number: .....
- (b) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):  
.....
- (c) GSTIN number: .....
- (d) Registered Address as per GST registration and Place of Delivery for GST Purpose:
- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):



**Tender Number: 6000017790**

- ☐ We solemnly declare that our GST rating on the GST portal / Govt. official website is NOT negative / blacklisted during the last three financial years.

.....

(Signature with date)

.....

.....

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)

For and on behalf of

.....

.....

(Name, address, and stamp of the tendering firm)

**Section XIV: Manufacturer's Authorization Form**

To

.....

.....

*(Name and address of SPMCIL)*

Dear Sirs,

Ref. Your Tender document No ....., dated .....

We,.....who are proven and reputable manufacturers of  
..... *(name and description of the goods offered in the tender)* having  
factories at ....., hereby authorize Messrs.  
..... *(name and address of the agent)* to submit a tender, process the same further  
and enter into a contract with you against your requirement as contained in the above referred tender  
enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.....  
..... *(name and address of the above agent)* is authorized to  
submit a tender, process the same further and enter into a contract with you against your requirement  
as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of  
Contract read with modification, if any, in the Special Conditions of Contract for the goods and services  
offered for supply by the above firm against this tender document.

Yours faithfully,

.....

.....

*[Signature with date, name, and designation]*

for and on behalf of Messrs.....

*Name & address of the manufacturers*

*Note: This letter of authorization should be on the letter head of the manufacturing firm and should be  
signed by a person competent and having the power of attorney to legally bind the manufacturer.*

**Section XVI: Contract Form**

(Address of SPMCIL's office issuing the contract)

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

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

1. Name & address of the Supplier .....
2. SPMCIL's Tender document No ..... dated .....and subsequent Amendment No ....., dated.....(If any), issued by SPMCIL.
3. Supplier's Tender No..... dated..... and subsequent communication(s) No.....dated ..... (If any), exchanged between the supplier and SPMCIL in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications;
  - (v) Quality Control Requirements;
  - (vi) Tender Form furnished by the supplier;
  - (vii) Price Schedule(s) furnished by the supplier in its tender;
  - (viii) Manufacturers' Authorization Form (if applicable for this tender);
  - (ix) SPMCIL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section – V - 'General Conditions of Contract' of SPMCIL's Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/ services	Accounting unit	Quantity to be supplied	Unit Price (in Rs.)	Total price

Any other additional services (if applicable) and cost there of: .....

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 a Pre-bid Conference/ 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.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
I.		
II.		
Alternate Representative		
Signatures of bidder or  Officer authorized to sign the bid Documents on behalf of the bidder		

**NOTE**

1. Maximum of two representatives will be permitted to attend pre-bid conference/ bid opening. In cases where it is restricted to one, first named representative will be allowed to attend. Alternate representative will be permitted when regular representatives are not able to attend.
2. In case of pre-bid conference, self-attested copy of proof of purchase of Bid documents, in the name of the bidder must be enclosed with this authorization, without which entry would be refused. Bid documents would be available for sale at the site also.
3. Permission for entry to the hall where even is held may be refused in case authorization as prescribed above is not produced.

**Section XVIII: Proforma of Bills for Payments**

**(Refer Clause 22.6 of GCC)**

Name and Address of the Firm .....

Bill No ..... Dated .....

Purchase order ..... No ..... Dated .....

Name and address of the consignee

S. No	Authority for purchase	Description of Stores	Number or quantity	Rate Rs. P.	Price per Rs. P.	Amount
Total						

1. GST/ CGST/ SGST/ UTGST/ IGST Amount
2. Freight (if applicable)
3. Excise Duty (if applicable)
4. Packing and Forwarding charges (if applicable)
5. Others (Please specify)
6. PVC Amount (with calculation sheet enclosed)
7. (-) deduction/Discount
8. Net amount payable (in words Rs.)
9. TCS (u/s 206C (1 H) of IT Act in not applicable, as SPM will deduct TDS U/s 194Q.

Dispatch detail RR No. other proof of dispatch .....

Dated ..... (enclosed)

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

Place and Date

Received Rs .....

Rupees) .....

We solemnly certify that:

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

Revenue stamp

Signature and of Stamp Supplier

**Section XIX: NEFT Mandate**

**(Refer clause 22.2 of GCC)**

From: M/s. ....

Date: .....

To:

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

Sub: NEFT payments

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

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM**

1.	Name of City	
2.	Bank Code No.	
3.	Branch Code No.	
4.	Bank's Name	
5.	Branch Address	
6.	Branch Telephone / Fax No.	
7.	Supplier's Account No.	
8.	Type of Account	
9.	IFSC code for NEFT	
10.	IFSC code for RTGS	
11.	Supplier's name as per Account	
12.	MICR Code No.	
<p>In Lieu of Bank Certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your bank passbook issued by your bank for verification of the above particulars.</p>		



**Tender Number: 6000017790**

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

Date

Signature of the Customer

Certified that the above particulars are correct as per our record.

Stamp and  
Signature of authorized  
Official of the bank

**ANNEXURE – I**

**TWO BID, SINGLE STAGE (TWO PACKET) TENDER**

**BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION**

**Part I: - TECHNO-COMMERCIAL BID (Refer as per Section VI-List of Requirement, PART-A)**

S.No.	Tender Submission Check Points	Check before submission Tick ( <input checked="" type="checkbox"/> )
1	Tender Fee	Not Applicable
2	Earnest Money Deposited	Not Applicable
3	Tender Document duly Seal & Signed	
4	F.O.R. /Place of work:- SPM Narmadapuram duly unloaded	
5	Blank Price Bid as per Section XI (Without Price)	
6	Tender Validity <b>90 days</b> as per the tender	
7	Technical specification/ Scope of work as per Section VII	
8	Payment Terms as per Section V	
9	Submit Manufacturer's Authorization form (if applicable)	
10	Accept the Warranty clause as per tender (if applicable)	
11	Submit Eligibility Criteria - Section IX Duly seal & sign	
12	Fill Tender Form- Section X Duly seal & sign (without mentioning price)	
13	Period of Work/Delivery Terms : As per Section VI of our tender	
14	Submit declaration as per Annexure II, III & IV	

**Part II: - PRICE BID**

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

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

**Note:**

1. Copy of this completed checklist to be necessarily enclosed alongwith bid.
2. "Bidder to furnish stipulated documents along with tender in support of fulfillment of tender criteria. Further correspondence in this regard will not be entertained for any reason. Non-submission or incomplete submission of documents may lead to rejection of offer."



Tender Number: 6000017790

**ANNEXURE – II**

**Tender No. 6000017790/EL/PM5/PAC/933, dated 28.09.2022  
(To be submitted on the letter head)**

**DECLARATION**

We do hereby declare that,

1. We have not been blacklisted /debarred by BNPMIPL /BRBNMPL /SPMCIL or any Govt. Departments for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.
2. We do hereby declare that we have read and understood all terms and conditions of tender document including GIT, SIT, GCC, SCC, Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.
3. "We are accepting all the terms and conditions of the tender document without any deviation and withdraw all deviations if any"

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....



Tender Number: 6000017790

**ANNEXURE – III**

**Tender No. 6000017790/EL/PM5/PAC/933, dated 28.09.2022  
(To be submitted on the letter head)**

**DECLARATION**

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

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

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....



Tender Number: 6000017790

**ANNEXURE – IV**

**Tender No. 6000017790/EL/PM5/PAC/933, dated 28.09.2022  
(To be submitted on the letter head)**

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

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

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

PAN \_\_\_\_\_

GSTIN \_\_\_\_\_

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

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

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

FOR \_\_\_\_\_

Authorized Signatory

Date:

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

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