



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

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PR Number	PR Date	Indenter	Department
10028256	26.02.2022	Electricals	Electricals

Not Transferable

**Security Classification: NON-SECURITY**

## TENDER DOCUMENT FOR PROCUREMENT OF DIESEL AND PETROL ON RATE CONTRACT BASIS

Tender Number: 6000017401/Fuel../-----, Dated: 17.05.2022

This Tender Document Contains 40 Pages.

Tender Documents is issued to:

To,

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Details of Contact person in SPMCIL regarding this tender:

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

**Address:** SPMH (Security Paper Mill, Narmadapuram)

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

**Email:** kumar.vikash@spmciil.com

## Section1: Notice Inviting Tender (NIT)

6000017401 /ELECTRICAL

17.05.2022

(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	Diesel Normal CMZZ000043	6910.000 L	0.00INR	
2	Petrol CMZZ000042	470.000 L		
Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)			TWO-BID National Competetive Bid	
Dates of sale of tender documents:			From 17.05.2022 to 16.06.2022 during office hours.	
Place of sale of tender documents			SECURITY PAPER MILL NARMADAPURAM	
Closing date and time for receipt of tenders			17.06.2022 11:00:00	
Place of receipt of tenders			SECURITY PAPER MILL NARMADAPURAM	
Time and date of opening of tenders			17.06.2022 03:00:00	
Place of opening of tenders				
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)			VIKAS KUMAR Manager(Material)	

Abbreviation :-

"AU" MEANS ACTIVITY UNIT, "L" MEANS LITER

2. Eligibility to participate as per Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighboring countries shall apply to this tender.

3. Please note that SPMCIL reserves its right to grant Purchase preferences in accordance with Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018 (as amended/ revised).

4. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.

5. Tenderer may also download the tender documents from the web site mentioned above and submit its tender by utilizing the downloaded document; the bidder must not make any changes to the contents of the documents, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section X).

6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped on or before the closing date and time indicated in the Para 1 above in the tender box located at the address given below, failing which the tenders will be treated as late and rejected. Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents. In case NIT/ SIT provide for uploading of bids to nominated eProcurement portal, bidders must upload their bids along with scanned copies as required

enclosures (including proofs of cost of Tender Documents and EMD as applicable - unless an online payment gateway is provided in the instruction) as per instructions given in this regard. Original copies of such scanned uploaded required enclosures must reach in physical form within the date and place as provided in such instructions, otherwise their uploaded bid, would be declared as unresponsive.

7. 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.

8. The tender documents are not transferable.

9. The bidder, their affiliates, or subsidiaries # including subcontractors or suppliers for any part of the contract # should not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Tender Form (Section X).

10. EARNEST MONEY DEPOSIT (EMD): Not Applicable

11. PERFORMANCE SECURITY:

(11.1) In case of order material in your favour for Rs. 2,50,000/- or above, the supplier shall furnish the performance security amount/ Security Deposit(S.D) (3% of the ordered value) before supply of material after issue of NAC by SPM Narmadapuram within 21 days, in favour of The Security Paper Mill payable at Narmadapuram. The performance security shall be valid upto 60 days after the date of completion of all contractual obligations by the supplier including warranty obligations and it will be returned back without any interest to successful tenderer after the completion of all contractual obligations.

(11.2) The performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:

(a) Account payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of Security Paper Mill, Narmadapuram as indicate in the clause 3 of NIT.

(b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in Section XV of this document.

(11.3) In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to SPM to compensate SPM for the same.

(11.4) In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract as amended.

12. GeM: 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/26122021/Y6VXP2ZOGWMO Dated 26.12.2021

a. It is not possible to extract GeM - AR&PTS report due to urgency or non-functioning of GeM at that time or due to non-availability of internet connection.

13. Procurement Preference for MSE

(i) From time to time, the Government of India (GoI) lays down procurement policies to help inclusive national economic growth by providing long-term support to small and medium enterprises and disadvantaged sections of society and to address environmental concerns. The Procurement Preference Policy for Micro and Small Enterprises has been notified by GoI in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006.

(ii) Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE indicating the terminal validity date of their registration)for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (MSME),indicated below:

- (a) District Industries Centres.
- (b) Khadi and Village Industries Commission.
- (c) Khadi and Village Industries Board.
- (d) Coir Board.
- (e) National Small Industries Corporation.
- (f) Directorate of Handicraft and Handloom; and
- (g) Any other body specified by the Ministry of MSME.

(iii) For ease of registration of Micro and Small Enterprises (MSEs), Ministry of MSME has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

(iv) The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption.

(v) As per MSME Act, 2006 and Government of India's stimulus package announced on 13/02/2020 MSME payments have to be released within 45 days by Government and PSUs. As per the MSME Act, delays may attract punitive interest. Under Public Procurement Policy for MSEs, a minimum 25 per cent share out of the total procurement by Central Government Ministries/ Departments/ Public Sector Undertakings are to be made from MSEs. To meet this target, PSUs are required to conduct special Vendor Development Programmes/ Buyer-Seller Meets for SCs/ STs entrepreneurs.

(vi) If a MSE bidder quotes a price within the band of the lowest (L1) +15 per cent in a situation where the L1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded 25 per cent of the total tendered value if they agree to match the L1 price. In case of more than one such eligible MSE, the 25 per cent quantity is to be distributed proportionately among these bidders. Within this, a purchase preference of 4 per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and 3 per cent is reserved for procurement from MSEs owned by women (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ ST or Women MSE to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ ST or women entrepreneurs:

(a) In case of proprietary MSE, proprietor(s) shall be SC /ST or women

(b) In case of partnership MSE, the SC/ ST or women partners shall be holding at least 51% shares in the unit (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ ST or women promoters.

In the opinion of Ministry of MSME, in case of tender item is non-split-able or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE. This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

#### IMPORTANT NOTE:-

- (1) The tender documents are not transferable.



Tender Number:6000017401

(2) SPMs Right to Accept any Tender and to Reject any or All Tenders SPM reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, what so ever to the affected tenderer or tenderers.

(3) #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.#

Encl:

1. Check list (Annexure-I)
2. Declaration (Annexure-II),
3. Declaration (Annexure-III)
4. Declaration (Annexure-IV)

Yours faithfully,

(vikas Kumar)  
Manager (Material)  
For Chief General Manager  
E-mail: amit.yadav@spmcl.com  
PHONE :- (07574) 286848, 286776

COPY TO HOO/M T(Safety)

CORRESPONDING ADDRESS

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THE CHIEF GENERAL MANAGER  
SECURITY PAPER MILL  
NARMADAPURAM-461 005 (M.P.)  
Website: <http://spmarmadapuram.spmcl.com>  
FAX :- (07574)-255170

SIGNATURE OF BIDDER WITH NAME,  
DESIGNATION & SEAL



Tender Number:6000017401

.....

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

For and on behalf of  
.....

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

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

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

SIGNATURE OF BIDDER WITH NAME,  
DESIGNATION & SEAL

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

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

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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)	All goods and related services to be supplied under the contract shall have their origin in India or other countries, 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.
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 SPMH in writing or by fax/e-mail/telex. SPMH will respond in writing to such request provided the same is received before 10 working days prior to the prescribed date of submission of tender.
06	10.1	Techno bid submitted shall contain documents filled 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	120 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	Applicable
18	20.9	E-Procurement	Not applicable

Sr No	GIT Clause No.	Topic	SIT Provision
19	34. and 35.1	Comparison on CIF Destination Basis	Not applicable
20	35.2 to 35.6	Additional Factors for Evaluation of Offers and Preferential schemes	Applicable
21	43	Parallel Contracts	Not Applicable
22	44.1	Serious Misdemeanors	Applicable
23	44.3	Integrity Pact	Not applicable
24	45.1	Notification of Award	Applicable
25	50	Applicability of additional GIT for rate Contracts	Not applicable
26	51	Applicability of additional GIT for PQB Tenders	Not applicable
27	52	Applicability of additional GIT for Tenders involving Samples	Not applicable
28	53	Applicability of additional GIT for EOI Tenders	Not applicable
29	54	Applicability of additional GIT for Tenders for Disposal of Scrap	Not applicable
30	55	Applicability of additional GIT for Development/Indigenization Tenders	Not applicable
31	Special Condition	Sec. 206 A B of It Act	Vender has to submit declaration in specified format for the compliance of section 206AB of income tax Act, 1961. In case of non-submission of decalaration; TDS will be deducted at higher rates (as applicable) as per section 206 AB.
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

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

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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:	applicable
02	6.1, 6.3 & 6.5	Performance Bond/ Security	Applicable (As Per NIT Section - 1 Sl.No. 11)
03	8.2	Packing and Marking	Not applicable
04	9	Inspection and Quality Control	Not applicable
05	11.2	Transportation of Domestic Goods	Not applicable
06	12.	Insurance	Not applicable
07	14.1	Incidental Services	Not Applicable
08	15	Distribution of Dispatch Documents for clearance/ Receipt of Goods	Applicable
12	16.4	Warrantee Clause	Not Applicable
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 shall be done on receipt and acceptance of diesel & petrol by the purchaser and on production of all required documents by the supplier on each time of receipt of diesel & petrol each and every month basis Payment shall be done on revised government rate of petrol & diesel and contractor should attached document regarding revised rate of petrol & diesel.
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 Narmapuram shall, without prejudice to other rights and remedies available to SPM, Narmapuram under the contract, deduct from the con Payment shall be done on revised government rate of petrol & diesel and contractor should attached document regarding revised rate of petrol & diesel.
18	24.1	Quantum of LD	..... performance, subject to a maximum

Sl.No	GCC Clause No.	Topic	SCC Provision
			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	Applicable

## 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	CMZZ000043 Diesel Normal	L	6910.000	0.00INR	
2	CMZZ000042 Petrol	L	470.000		

### 1. Required Terms of Delivery:

Dispatching Station (Petrol Pump) in Narmadapuram within 10 Km range from S.P.M., Narmadapuram. S.P.M. vehicle will go to petrol pump for refilling/collection of fuel.

### 2. Terms of Delivery:-

One (1) year as per requirement from the date of issue of NAC/Purchase Order.

SUBMISSION OF TENDER: The bid is to be submitted in two parts are as follows:

(1) Bid: TWO BID (In Two Parts)

PART-A: TECHNO-COMMERCIAL BID:

i) Consisting of all technical specification as per section VII of this Tender document & commercial conditions. It should not have any price /price elements of the item being offered.

ii) Tender document fee of Rs. Nil.

iii). EARNEST MONEY DEPOSIT (EMD): Not Applicable

iv) One format of blank Price bid to be furnished without price/ price elements to know whether the firm furnished clearly all charges as required in our Price Schedule shown at Section : XI of this document.

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

vi) The tender shall submit detailed offer as per Technical Specification as per the Section - VII of this tender documents.

vii) One Format of Blank Price Bid duly Signed.(No. Price detail in to be given in this bed. In case of any price details in given, then the Bids are liable to be rejected.

viii) Payment term:

a. 100% Payment shall be done on receipt and acceptance of diesel & petrol by the purchaser and on production of all required documents by the supplier on each time of receipt of diesel & petrol each and every month basis.

b. Payment shall be done through RTGS/NEFT facility. Bidder should provide Bank Account details including Bank Account No, IFSC code No, RTGS/NEFT code No. Bank and branch Name along with their Bid. (GCC ClauseNo. 22.1)

c. Payment shall be done on revised government rate of petrol & diesel and contractor should attach document regarding revised rate of petrol & diesel.

ix) Taxes: If any - Please strictly incorporate in our NIT Section - XI only in percentage (%).

x) Warranty: Not Applicable

xi) No Deviation Certificate: Bidder should confirm in their quotation, "We accepted of all terms and conditions duly with technical specification of tender document without any deviation".

xii) Submit the declaration duly seal and signed by Competent Authority on your letter head (as per Annexure-III) as Follows:

"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."

xiii) Firm has Submit Copy of -

- a) Dealership Certificate
- b) Manufacturer Authorisation Certificate
- c). Registration Certificate
- d). Copy of PAN and GST

xiv) The Firm should not have been debarred / blacklisted by any Govt./Semi Govt. Department or Court. Declaration shall be submit along with bid.

xv) The tenderer shall submit the declaration duly seal and signed on your letter head as per Annexure-II of this tender.

xvi) EVALUATION FOR L1 :

The method of evaluation of L1 criteria for awarding the contract shall be on maximum discount offered on Govt. rates of Diesel and Petrol by the bidder as per Section XI of the tender document..

xvii) Please provide acceptance of tender validity, period of contract, terms of delivery and payment terms as per tender.

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

#### PART # B: PRICE BID:

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

NOTE : #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



Tender Number:6000017401

LEAD TO REJECTION OF OFFER. #

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SIGNATURE OF BIDDER WITH NAME,  
DESIGNATION & SEAL

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## **Section VII: Technical Specifications**

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1. Providing Diesel and Petrol as per market rates as per latest rates issued by govt time to time shall be provided as per SPM payments terms
2. The transportation is in SPM scope
3. The bidders petrol pump should be 10 KM radius of SPM premises

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

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NOT APPLICABLE

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

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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

Tender No. 6000017401

OFFER FORM for Tender No ..... Date of opening.....  
.....Time.....Hours .....We..... hereby certify that we are established firm of manufacturers /  
authorised agents of M/s.....with factories at..... which are fitted with modern equipment and where the  
production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by  
the representative of.....(Name of Purchaser). We hereby offer to supply the following items at the prices indicated  
below:

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

SN	Details of heads	Percentage (%) (Item No. 10) for Diesel	Percentage (%) (Item No. 20) for petrol
	HSN CODE IN 6 DIGITS		
1	Discount offered on current or time at filling rates (in %)		
2	Taxes if any in (%)		
3	Other Charges if any		

NOTE:

Bidder firm shall quote strictly as per price bid format above failing to which the offer shall be summarily be rejected

1. The method of evaluation of L1 criteria for awarding the contract shall be on maximum discount offered on Govt. rates of Diesel and Petrol by the bidder as per Section XI of the tender document

2. Taxation Details:

a) PAN number.....

b) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.)

c) GSTIN number.....

d) Registered Address as per GST registration and Place of Delivery for GST Purpose

e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts)

.....

3. It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in Section VII & VIII– Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of ---- days from the date of opening of tender (i.e., upto -----), We shall be bound by the communication of acceptance dispatched within the prescribe time.

Dated.....

Signature and seal of 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: 6000017401**

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

.....

(Signature with date)

.....

.....

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

For and on behalf of

.....

.....

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

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

To

.....

.....

*(Name and address of SPMCIL)*

Dear Sirs,

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

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

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

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

Yours faithfully,

.....

.....

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

for and on behalf of Messrs.....

*Name & address of the manufacturers*

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

**Section XV: Bank Guarantee Form for Performance Security**

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE  
GUARANTEE BOND**

***(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)***

Ref .....

Date.....

Bank Guarantee No.....

To,

***(Insert Name & Address of the Purchaser)***

Dear Sir,

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

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

Date:

Place:

Signature.....

**(Printed Name)**.....

**(Designation)**.....

Witnesses

**(Bank's Common Seal)**

**Section XVI: Contract Form**

(Address of SPMCIL's office issuing the contract)

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

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

1. Name & address of the Supplier .....
2. SPMCIL's Tender document No ..... 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.

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

**NOTE**

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

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

**(Refer Clause 22.6 of GCC)**

Name and Address of the Firm .....

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

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

Name and address of the consignee

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

1. GST/ CGST/ SGST/ UTGST/ IGST Amount
2. Freight (if applicable)
3. Excise Duty (if applicable)
4. Packing and Forwarding charges (if applicable)
5. Others (Please specify)
6. PVC Amount (with calculation sheet enclosed)
7. (-) deduction/Discount
8. Net amount payable (in words Rs.)
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.	

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.



**Tender Number: 6000017401**

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 -NIL	Not applicable
2	Earnest Money Deposited as per section VI	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>120 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 Section –V	
11	Fill Tender Form- Section X Duly seal & sign (without mentioning price)	
12	Acceptance of Delivery period, Delivery terms, validity of tender. As per Section VI	
13	Submit declaration as per Annexure I , II, III & IV	
14	Certificate of local content as per public procurement (Preference to Make in India)	

**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: 6000017401

**ANNEXURE – II**

**(To be submitted on the letter head)**

**DECLARATION**

We do hereby declare that,

1. We have not been blacklisted /debarred by BNPMIPL /BRBNMPL /SPMCIL or any Govt. Departments for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.
2. We do hereby declare that we have read and understood all terms and conditions of tender document including GIT, SIT, GCC, SCC, Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.
3. "We are accepting all the terms and conditions of the tender document without any deviation and withdraw all deviations if any"
4. "We Declare that If we withdraw or modify our bids during period of validity of tender etc. than we will be suspended for the period of 03 years from the date of opening of tender."

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....



Tender Number: 6000017401

**ANNEXURE – III**

**(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.....

**ANNEXURE –IV**

**(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"))
<b>2018-19</b>					
<b>2019-20</b>					

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%).*