


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

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

(Wholly owned by Government of India)

(Miniratna Category-I CPSE & ISO 9001:2015 & ISO 14001:2015 CERTIFIED)

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GSTIN: 23AAJCS6111J3ZE

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PR Number	PR Date	Indenter	Department
11009364	10.09.2021	HR	SPMH

Not Transferable

Security Classification:

**TENDER DOCUMENT FOR HIRING OF TRACTOR TROLLEY WITH
DRIVER FOR COLLECTION AND DISPOSAL OF GARBAGE FROM
INSIDE MILL AREA OF SPM, HOSHANGABAD FOR THE PERIOD OF
ONE YEAR**

Tender Number: 6000016897/HR/TRACTOR TROLLEY/1255

Dated: 15.11.2021

This Tender Document Contains 46 Pages.

Details of Contact person in SPMCIL regarding this tender:

Name, Designation: Amit Yadav (Dy. Manager (Material))

Address: SPM5 (PM5, SPM Hoshangabad)

Phone, Fax, email: 07574-286847

Email: amit.yadav@spmCIL.com



Section I: Notice Inviting Tender (NIT)

Tender Sl. No. **6000016897/HR/TRACTOR TROLLEY/1255**Dated: **15.11.2021**

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

GeM - Availability Report and Past Transaction Summary-ID (as per para 11 a below):

GEM/GARPTS/20102021/IA0AK66DVDXC

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money (in Rs.)	Remarks
01	Hiring of tractor trolley with driver for one year	150 EA	0.00INR	

Type Of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	TWO-BID NATIONAL COMPETITIVE BID
Security Classification	NON-SECURITY ITEM
Authority in whose favour all tender related financial instruments (FD, DD, Banker's cheque etc.) are to be made	SECURITY PAPER MILL
All Financial Instruments to be payable at:	HOSHANGABAD
Dates and place of issue of tender documents	From 15.11.2021 to 16.12.2021 during office hours SECURITY PAPER MILL, HOSHANGABAD
Closing date and time for receipt of tenders	17.12.2021 11:00 AM SECURITY PAPER MILL, HOSHANGABAD
Place of receipt of tenders	ADM OFFICE SECURITY PAPER MILL HOSHANGABAD
Time and date of opening of tenders	17.12.2021 15:00 PM
Place of opening of tenders	ADM OFFICE SECURITY PAPER MILL HOSHANGABAD
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)	Amit Yadav, Dy. Manager (Material)

- 2 Eligibility to participate as per Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighboring countries shall apply to this tender.
- 3 Please note that SPMCIL reserves its right to grant Purchase preferences in accordance with Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018 (as amended/ revised).
- 4 Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website (<http://spmshoshangabad.spmcil.com>) 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 EMD amount mentioned in Section VI – List of Requirements shall be furnished in one of the following forms: a) Account Payee Demand Draft or b) Fixed Deposit Receipt or c) Banker's cheque or DD) Bank Guarantee; in acceptable form, otherwise the tender will not be accepted in any case. The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of account and place of payment specified in the para 1 above. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under section XIII in these documents.
- 11 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 mentioned in para 1 above.
- 12 Procurement Preference for MSE
 - (i) From time to time, the Government of India (GoI) lays down procurement policies to help inclusive national economic growth by providing long-term support to small and medium enterprises and disadvantaged sections of society and to address environmental concerns. The Procurement Preference Policy for Micro and Small Enterprises has been notified by GoI in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006.



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

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

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

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

(v) As per MSME Act, 2006 and Government of India's stimulus package announced on 13/02/2020 MSME payments have to be released within 45 days by Government and PSUs. As per the MSME Act, delays may attract punitive interest.

(vi) Under Public Procurement Policy for MSEs, a minimum 25 per cent share out of the total procurement by Central Government Ministries/ Departments/ Public Sector Undertakings are to be made from MSEs. To meet this target, PSUs are required to conduct special Vendor Development Programmes/ Buyer-Seller Meets for SCs/STs entrepreneurs.

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

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

In the opinion of Ministry of MSME, in case of tender item is non-split-able or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE.



This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

13 MAKE IN INDIA (DIPP Clause):

The provisions of the revised Public Procurement (Preference to Make in India) Order 2017 - dated 04th June 2020 (and subsequent amendments, if any) by Department for Promotion of Industry and Internal Trade, GoI shall apply to this tender to the extent feasible.

14 PERFORMANCE SECURITY:

(14.1) Within twenty-one days after the issue of notification of award by Security Paper Mill, Hoshangabad, the supplier shall furnish performance security of 03% of the order value to Security Paper Mill, Hoshangabad, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

(14.2) 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, Hoshangabad 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.

(14.3) 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.

(14.4) 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.

15 FIRM SHOULD STRICTLY FOLLOW THE CONDTIONS AND ACTS MENTIONED BELOW :-

I) Safety Conditions:

- (1) The work has to be carried out under proper supervision and all safety rules and regulations should be followed and also as per direction of our officials.
- (2) You have follows all safety norms and labour law act police verification of your employees, insurance, without which your employees can not permitted for work in our premises.
- (3) It will be sole responsibility of the contractor to insure yours workmen against risks of accident and injury while at work as required by the relevant rules and to pay compensation, if any to them as per workmen's compensation act. the work will be carried out in a protected area and all the rules and regulations of S.P.M. in that area that are in force from time to time will have to be followed by the contractor.
- (4) The contractor shall assign to his workmen task commensurate with their experience and state health condition.

II) Other Important Conditions:

(A) The Contractor shall be abide by the following Acts :



1. The Contract Labour (R&A) Act#1970
2. The Provident Fund & Misc. Provisions Act#1952
3. The Minimum Wages Act,1948
4. The Payment of Wages Act#1936
5. The Employee Estate Insurance Act.
6. The Payment of Bonus Act.
7. Any other (if any).

(B) Along with bill following documents must be submitted by the contractor.

1. Attendance Sheet certified by User Deptt.
2. Undertaking to be provided mentioned that all statutory compliances mentioned above is fulfill by the contractor.

(C) (i) The Management reserves the right to submission of statutory contributions/legal remuneration, as and when required.

(ii) Any liability with regard to any severance/non-compliance of the statutory compliance and the penalty imposed on the Principal Employer, shall be mandatorily deducted from the bills of the contractor or may be recovered by any means, as per the discretion of the Principal Employer.

16 Enclosed: ANNEXURE- I, II, III & IV

(Amit Yadav)
Dy. Manager (Material)
For Chief General Manager

CORRESPONDING ADDRESS

THE CHIEF GENERAL MANAGER
SECURITY PAPER MILL,
HOSHANGABAD-461 005 (M.P.)
Website: <http://spmhoshangabad.spmcil.co m>
E-MAIL:- amit.yadav @spmCIL.com

PHONE :- 07574 - 286847, 286776, FAX :- 07574)-255170



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

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

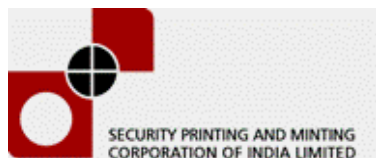
SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & SEAL



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SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & SEAL



Section III: Special Instructions to Tenderers (SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

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

Sl. No.	GIT Clause No.	Topic	SIT Provision
1	3.	Eligible Tenderers	Applicable
2	3.4	Eligible Goods and Services (Origin of Goods)	Applicable
3	6.1	The tender documents includes:	Applicable
4	8	Pre-bid Conference	Not Applicable
5	9	Time Limit for receiving request for clarification of Tender Documents	A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with SPMH in writing or by fax/e-mail/telex. SPMH will respond in writing to such request provided the same is received before 14 days prior to the prescribed date of submission of tender.
6	10.1	The Technical bid to be submitted by Tenderer shall contain the following documents, duly filled in, as required:	Applicable
7	11.2	Tender Currency	Supplier is requested to quote price in INR within 2 Decimal place. Quotation with price quote beyond 2 decimal place is ignored.
8	12.1	Tender Prices	Not Applicable
9	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	16.1 a) to c)	Documents Establishing Tenderer's Eligibility and Qualifications	Not Applicable



14	18.4, 18.5	Earnest Money Deposit (EMD)	As per Section-VI point no. iv of the Part-I Techno-Commercial bid of the tender enquiry.
15	19	Tender Validity	120 DAYS FROM THE DATE OF OPENING OF QUOTATION
16	20.4	Number of Copies of Tenders to be submitted	SINGLE COPY TENDER DOCUMENT WITH SEAL AND SIGN
17	20.8	Two Bid System	Single Stage (Two packet system) refer Section-VI para 1.1 of tender.
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 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	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.
32	Special Condition	Sec. 206AB of IT Act:	Vendor has to submit declaration in specified format for the compliance of Section 206AB of Income Tax Act, 1961. In case of non-submission of declaration; TDS will be deducted at higher rates (as applicable) as per section 206AB.



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

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

SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & SEAL

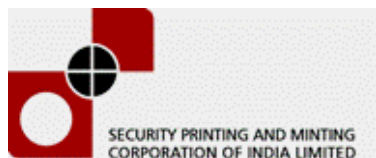


Section IV: General Conditions of Contract (GCC)

Part II: Additional General Conditions of Contract applicable to all types of Tenders

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

SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & SEAL



Section V: Special Conditions of Contract (SCC)

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

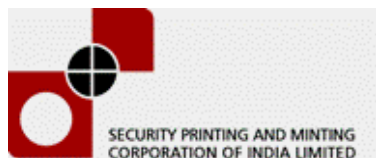
Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

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

S. No.	GCC Clause No.	Topic	SCC Provision
1	1.2	Abbreviations:	APPLICABLE
2	6.1, 6.3 & 6.5	Performance Bond/ Security	REFER SECTION-I, CLAUSE NO.14 OF THE TENDER ENQUIRY)
3	8.2	Packing and Marking	NOT APPLICABLE
4	9	Inspection and Quality Control	APPLICABLE
5	11.2	Transportation of Domestic Goods	NOT APPLICABLE
6	12.	Insurance	The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and deliver as per clause no. 12.3, 12.4, 12.5
7	15	Distribution of Documents for Dispatch clearance/ Receipt of Goods	APPLICABLE
8	16.2, 16.4	Warrantee Clause	NOT APPLICABLE
9	19.3	Option Clause	APPLICABLE
10	21.	Taxes and Duties	Applicable (Henceforth, every supplier has to indicate the break-up of Tax (GST. etc.) in price schedule/bills. In case Tax is not applicable on supplier, they must enclose relevant Tax Exemption certificate. It is must for availing input tax rebate.
11	22.	Terms and Mode of payments	As per Section-VI Point No. 5 of Other Important terms and conditions of the tender enquiry.
12	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 Hoshangabad shall, without prejudice to other rights and remedies available to SPM, Hoshangabad under the contract, deduct from the contractor price, as Liquidated damages, a sum



			equivalent to the rate of 0.5 Percent of the delivered price of the delayed goods and/or services along with applicable GST of 18%, for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% + GST of the delayed goods or services.
13	25.1	Bank Guarantee and Insurance for Material Loaned to Contractor	Not Applicable
14	33.1	Resolution of Disputes	If dispute or difference of any kind shall arise between SPMH 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.
15	36.3.2,	Disposal/ Sale of Scrap by Tender	Not Applicable



Section VI: List of Requirements

Schedule No.	Brief description of goods and services (Related specifications etc. are in Section-VII)	SAC Code	Accounting unit	Quantity	Amount of Earnest Money (INR)	Place of Delivery for GST purpose
1	Hiring of tractor trolley with driver for one year		Days	297	0.00INR	

Bids shall be submitted in two separate sealed envelopes duly super scribed as Techno-Commercial Bid and Price Bid respectively with our tender enquiry reference no. and Date. The above said two envelopes should be put in a common outer envelope should scribed with words "TECHNO-COMMERCIAL BID AND PRICE BID AGAINST TENDER ENQUIRY NO. & date with due on date" and be addressed to GENERAL MANAGER, SECURITY PAPER MILL, HOSHANGABAD -461005 (M.P). The tender duly prepared as above and should reach this office by Registered Post/Courier Services Only, on or before the due date prescribed. Late tenders shall not be accepted. Tenderers shall submit their offers only on prescribed forms. Tender by Telegram/Fax/E-mail shall not be accepted. Tender by Post/Hand/courier received on or before the due date and time shall be accepted. Postal delay/ delay by courier service etc. shall not be condoned.

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

I. PART-A: TECHNO-COMMERCIAL BID:

(1) Firm shall submit valid MSME Certificate.

(2) Tender Fee : Not Applicable

(3) EARNEST MONEY DEPOSIT (EMD): The EMD of the tender is Nil and firm shall submit following undertaking on your letter Head duly seal & Signature:

"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 for the date of opening of tender".

(4) Employee Provident Fund Registration related documents.

(5) Declaration to provide ESIC policy on award of contract.

(6) GST registration related documents.

(7) Copy of Permanent Account Number (PAN Card).

(8) Declaration to provide Labour License after award of contract.

(9) Copy of valid Firm Registration.

(10) Containing un-priced tender consisting commercial package including all terms and conditions. No price details to be given in this tender (as per Section-X).



- (11) The tenderer shall submit detailed scope of work as per Section VI of this tender document.
- (12) The tenderer shall submit the acceptance of Technical specification as per Section VII of this tender document.
- (13) The tenderer shall submit the declaration duly seal and signed on your letter head as per Annexure-II of this tender.
- (14) Blank price bid duly sealed and signed without mentioning any price element.
- (15) Firm shall submit the declaration (Annexure-II) as per GIT Clause no. 3.5, as per Ministry of Finance, Department of Expenditure OM no. 06/18/2019- PPD dated 23.07.2020.
- (16) The tenderer has to submit Annexure-III & IV as attached along with tender document with seal and signed.
- (17) Please provide acceptance of tender validity, Place of Work, Period of Contract, Terms of Delivery and Payment terms as per section VI, Other important terms and conditions point no. 1, 2, 3, 4 and 5.

II. PART – B: PRICE BID:

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

Note: 1. Un- Workable rates shall be liable for rejection.

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

3. Non submission of any of the above document may lead to rejection of bid.

OTHER IMPORTANT TERMS AND CONDITIONS :

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

(2). Place of work : Security Paper Mill, Hoshangabad

(3). Period of Contract: For 12 Months (150 times) from the date of issue of NAC/PO. (The contract will be for 12 Months in the first instance. However, the contract can be extended on the same terms and conditions subject to satisfactory work of the contractor and on the sole discretion of SPM).

(4). TERMS OF DELIVERY: Tractor Trolley with Driver should be provided immediately within seven days by the contractor after issue of NAC/PO for collection and disposal of garbage from inside mill area of SPM, Hoshangabad.

(5) TERMS AND MODE OF PAYMENT:

a. The payment shall be made on submission of the bill by the contractor along with the relevant documents on actual working days on monthly basis.



- b. The payment will be made by SPM through RTGS / NEFT to the contractor after submission of their monthly bill duly certified by OFFICER/AM(HR). Any variation will be adjusted from the next bill. Any deviation as reported by the supervisor will be taken care separately during the next month.
- c. Applicable taxes may please mention on Price schedule/ Invoice of document alongwith HSN/ SAC code.
- d. Registration certificate of GSTIN issued from the concerned authority may please be attached alongwith tender document.
- e. If income tax is payable then the bill payment will be made after the deduction of such taxes. The TDS certificate will be provided to the Contractor accordingly. The contractor will provide PAN in bills.
- f. Any TDS or surcharge applicable to the contractor then as per rule the deduction from the bill will be made along with surcharge. The copy of the same will be provided accordingly.

(6) SCHEDULE WISE EVALUATION

The Evaluation of L1 bidder shall be based on the consolidated Grand total offered by the bidder as per section - XI of this tender document

(7) Any dispute, arising out of the supply order/ contract will be subject to the exclusive jurisdiction of the competent court at Hoshangabad.

(8) Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority through firm.

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

SCOPE OF WORK

1. Hiring of tractor trolley with driver for collection and disposal of garbage from inside mill area of SPM, Hoshangabad.

2. TERMS AND CONDITIONS

2.1 The Contractor must fulfill all the provisions/conditions required under the following Acts;

- 1. The Contract Labour (Regulation & Abolition) Act, 1970.
- 2. The Minimum Wages Act, 1948
- 3. The Payment of Wages Act, 1936
- 4. The Employee Provident Fund & Misc. Provisions Act, 1936
- 5. The Employee Estate Insurance Act, 1948.
- 6. The Industrial Dispute Act, 1947
- 7. The Employees Compensation Act, 1923
- 8. The Payment of Bonus Act.
- 9. Other Misc. as & when Applicable

2.2 Each monthly bill must accompany the following duly sealed and signed by the



contractor/proprietor:

- (a) Attendance sheet
- (b) Undertaking to be provided mentioned that all statutory compliances mentioned above is fulfill by the contractor.

2.3 Contractor shall follow the shift timings as defined under;
Shift 'G' = 08.00 AM to 05.00 PM (8 Hrs. on daily basis)

However, SPM may be changing the timings for the day and night shift at its discretion, from time to time and same will be intimated to the contractor.

2.4 The Contractor must ensure that all of his unskilled/skilled labour will wear uniform with separate dress code, without pocket with name plate, failing which will invoke penalties.

2.5 Agency should provide Police Verification & Character Certificate of the deployed labour. The clearance of the local police with regards the antecedents of the persons deployed by it will be obtained by the agency before deployment of the personnel.

2.6 The Contractor firm shall have to furnish a Performance Security valid for 14 months after awarding of contract which is returnable after successful execution/completion of the contract. The Earnest Money deposited by successful bidder shall only be refunded after he has furnished performance guarantee.

2.7 The Security Deposit shall be returned to the contractor on the expiry of the contract period on (contractor/ agency) furnishing the usual clearance/ No Demand Certificate.

2.8 The Chief General Manager, Security Paper Mill, Hoshangabad in his sole discretion unconditional and without having to assign any reason, reserves the right:

- (a) To accept or reject the lowest tender or any other tender or all the tenders.
- (b) To accept any tender in full or in part.
- (c) To apportion the total services amongst different tenders.
- (d) To enforce Fore-closure clause after placement of job orders by giving due notice of 15 days i.e. "if at any time during contract, the contract can be terminated by the General Manager, Security Paper Mill, Hoshangabad." for any security reasons or unsatisfactory performance by the contractor, without giving any right to the contractor for any claim or damages or loss to be lodged against Security Paper Mill, Hoshangabad.

2.9 The tender shall remain open for acceptance for a period of not less than 120 days from the date of opening of tenders.

2.10 The rates quoted shall be for the entire period of the contract. Any amendment there to shall be at the sole option of Security Paper Mill, Hoshangabad. The said rate shall be quoted keeping in the mind that the statutory compliance of all labour laws / regulations must be compliance by the contractor/agency.

2.11 The payment(s) shall be made to the contractor are subject to deduction of tax(s), Cess liveable by any Government as per rules from time to time and will be made after the completion of every month on completion of the assigned work and after certification by user department. The bill



must be submitted in triplicate. Further, the agency shall furnish a copy deposition of monthly EPF challans/ returns etc. with next bill, failing which amount as deemed fit by Security Paper Mill, Hoshangabad shall with hold in the next subsequent bill. The required strength of manpower for various works shall be as per actual manpower deployment and any increase/decrease there by in the actual manpower deployed shall increase/reduce the payment to be made proportionately as per rates given in the agreement.

2.12 The agency shall claim their commission in the form of Administration and service charges for providing services at a rate quoted by it in the price tender document and contract.

2.13 The Contractor should make suitable arrangement for supervision of the manpower deployed and other related works.

2.14 The agency shall ensure that their staff deployed for service in Security Paper Mill, Hoshangabad premises shall be available during their duty hours and they shall not leave their place of duty without authorization of supervisor of the contractor.

2.15 That the agency shall deploy suitable personnel at all relevant time for rendering services and shall further maintain a list of the reserves police verification duly complied for replacement and supplement the strength at short notice as per work experiences. The agency shall furnish such list to the officer authorized by Security Paper Mill, Hoshangabad every month.

2.16 The Contractor shall not engage any sub-contractor or transfer the contract to any other person.

2.17 Security Paper Mill, is not responsible for any dispute of manpower deployed by the contractor, and the manpower so deployed shall not be in any way is the employees of Security Paper Mill, Hoshangabad.

2.18 Contractor will be responsible for making the payment directly to the deployed manpower through bank transfer only by 10th of every month.

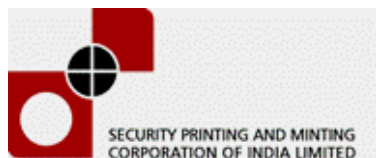
2.19 The Contractor firm shall be responsible for all injuries and accidents to persons employed by him. In the event of injury, illness or mis-happening to any worker, Security Paper Mill, Hoshangabad(MP)(the company) will not be liable to pay any compensation.

2.20 Contractor shall have to engage the required number of manpower and in case required number is not available on any day without proper and acceptable reason SPM can impose penalty on Contractor firm as per clause 6.

2.21 If the contractor repeatedly violates the terms and conditions of the contract or fails to supply required number of unskilled manpower despite Security Paper Mill, having served him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.

2.22 In case of disputes for non-payment of wages to the deployed manpower or any other, the payment due to the Contractor firm can be withheld till settlement of the disputes on the orders of the court of law.

2.23 Companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the contractor and it shall not involve Security Paper Mill, Hoshangabad in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.



2.24 The earnest money of the tenderer whose tender is not considered will be refunded without any interest thereon within month of award of the contract.

2.25 The contract can be terminated by the Security Paper Mill, Hoshangabad by giving a month notice. The contractor/agency can terminate the contract by giving three months' notice.

2.26 In case the contractor/ Agency leaves the job before completion of the period of contract Security Paper Mill, Hoshangabad shall be entitled to forfeit the security money deposited by the contractor/agency for the execution of this contract. The same shall be over and above the liquidated damages suffered on such account by Security Paper Mill, Hoshangabad if any.

2.27 In case of any loss or theft, it shall be made good by the agency and failure on the part of the contractor/agency part to do so within a period of 30 days, the loss shall be made by good by the encashment of bank guarantees, and if the amount of loss or damage exceed the amount of bank guarantee then remaining amount shall be recovered form amount standing due and payable to the contractor/agency.

2.28 Any controversy of dispute arising out of this contract shall be referred to the sole arbitrator for adjudication of dispute to be appointed by Security Paper Mill, Hoshangabad and/or any other officer authorized by Security Paper Mill, Hoshangabad it on an application made to it within 30 days of the arising of the dispute. To entertain ability of an application made after the period of thirty days shall be at the discretion of Security Paper Mill, Hoshangabad and / or any other officer authorized by Security Paper Mill, Hoshangabad. The arbitration and conciliation act, 1996 shall apply and the venue of the arbitration shall be Hoshangabad. The cost of arbitration shall be shared equally by both the parties.

2.29 Any individual/firm/company/register society/registered co-operative society presently engaged by this institution and whose performance has not been found satisfactory shall not be eligible for offering tender even if the individual firm/company/ registered society/registered co-operative society subsequently changes the character/style /nomenclature/compositions of the tenderer and such tender shall be rejected out rightly.

2.30 The tenderer shall disclose in writing all relevant facts as to ownership of the agency and constitution of the business. If it is propriety concern, the name of the proprietor, if it is a firm, the names of all the partners and attested copy of the partnership deed: and if it is a company, the names of all the directors, shall be disclosed. Further, if the said proprietor/any of the partners/any of the directors has/have substantial interest in any other agency, the said fact and the nature of the said interest shall also be disclosed. If the concerned agency has any associated concern/subsidiary/principal/holding company/holding firm, the same shall be disclosed with full particulars.

2.31 Contractor be responsible to ensure high integrity of the manpower deployed by it. Any personnel deployed by the agency, caught making theft shall be handed over to the local police as per law in addition to actions liable as contained in the terms and condition of the tender/contract. Contractor should ensure that all administrative & security rules of the Security Paper Mill must adhere by the personal deployed by the agency.

2.32 The Security Paper Mill, Hoshangabad, reserves the right to accept or reject any or all tenders without assigning any reason and will not be bounded to accept lowest tender.

2.33 The terms and conditions contained herein shall form part of and shall take as if they were included in the contract agreement to be entered in to between Security Paper Mill, Hoshangabad



with contractors.

Note:- If any of the terms& conditions(2 .1) to (2.40) above is not found fulfilled during the work contract, Security Paper Mill, Hoshangabad reserves the right to discontinue the contract and forfeit the Performance Security without assigning any reasons thereof by providing a hearing to the contractor, if he wants so.

(3) OBLIGATION OF CONTRACTOR

3.1 Contractor must provide to its employees their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from SPMH for such item.

3.2 Contractor must employ adult personnel with relevant skill and qualification only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor.

3.3 Be it private or public areas, the Contractor's employees shall be liable to be frisked checked by the security personnel at SPMH premises or on duty at any time during performance of their duties.

3.4 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the SPM property/person.

3.5 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any or persons/ property at the premises on account of acts of omission and commission by the staff deployed by him.

(4) PENALTIES

4.1 The Contractor shall disburse monthly payment to its deployed manpower latest by 10th of every month, failing which penalty to forfeited service charges and Rs. 500 of that particular month may be imposed and thereafter the contract shall liable to be terminated subject to approval of the competent authority. Accordingly Security Deposit /Performance Bank Guarantee shall also be forfeited and Bank guarantee will be encashed and in such case SPMH will have the power to appoint any other agency to carry out works as per scope of work under this contract at the risk and cost of the Contractor.

4.2 Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the SPMH, it will be brought to the notice of Contractor by the SPMH and if no action is taken immediately, service charges may be forfeited for that particular month by invoking penalty clause.

4.3 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower of requisite qualifications. If the required number of persons is less than the specified number as mentioned in the contract, a penalty of Rs.100/- per absentee per day from monthly service charges shall be deducted from the bill(s).

4.4 In case the Contractor fails to fulfil the minimum statutory requirements as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the SPMH, in addition to forfeiting of the monthly bills and Performance Security Deposit.

4.5 In case of breach of any conditions of the contract and for all types of losses cause including excess cost due to hiring services in the event of Contractor failing to provide requisitioned number



of manpower, the SPMH shall make deductions at double the rate on pro rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contractor from the security deposit or may be demanded from him to be paid within seven days to the credit of the SPMH.

4.6 Non-compliance of any tender conditions may also lead to deduction of service charge for the month and decision of SPM management shall be final and binding.

(5) Safety Conditions:

5.1 Any injury/accident occurred at work place shall immediately be reported to the safety department of SPM/respective section.

5.2 The charges of such medical treatment will be borne by the contractor in addition to the various provisions under the ESI Act.

5.3 Safety helmet, belt and other safety appliances as per the requirement at the working places shall have to be provided by the contractor.

SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & SEAL



Section VII: Technical Specifications

Detailed Mentioned in Section-VI

SIGNATURE OF BIDDER WITH NAME,
DESIGNATION & SEAL



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: **6000016897/HR/Tractor Trolley/1255 Dated: 15.11.2021**

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

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

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

- ☐ Yes (with period of Ban)



- ☐ No, We, solemnly declare that neither we nor any of our affiliates or subsidiaries – including subcontractors or suppliers for any part of the contract–do not stand declared ineligible/blacklisted/banned/debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations.

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

.....
.....

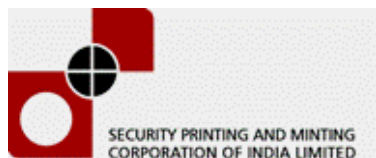
(Signature with date)

.....
.....

Name and designation

Duly authorized to sign tender for and on behalf of

.....
.....



Section XI: Price Schedule

OFFER FORM for Tender No _____ Date of opening.....Time..... Hours.....

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

GST No.

SAC Code for Service :

SN	Price Break Up	Rate
1	As per Section VI & Section VII Hiring of tractor trolley with driver including fuel, repair and maintenance etc. rate for one (01) day	
2	Other charges (if any) Please specify	
3	Sub Total (1+2)	
4	GST in % only on 3	
5	Total Price (in figures only) (3+4) Rs.	
6	Total Quantity	150 EA
7	Grand Total Price (F.O.R, SPM, HOSHANGABAD) (in figures only) (5 x 6) Rs.	
8	Grand Total Price (F.O.R, SPM, HOSHANGABAD) (in words only) (5 X 6) Rupees.	

1. **Scope of Work** : Hiring of tractor trolley with driver for one year as per Section-VI & VII of the tender document.

2. Taxation Details:

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

3. It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC)



attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in Section VII & VIII – Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of _____ days from the date of opening of tender (i.e., upto____), We shall be bound by the communication of acceptance despatched.
5. Earnests Money/Bid Guarantee for an amount equal to _____ is enclosed in form of _____ (form and reference number, date) as per the Tender Documents.
6. The method of evaluation of L1 criteria for awarding the contract shall be decided taking into consideration the total landed price up to SPM Hoshangabad.
- 7. TCS (u/s 206C (1 H) of IT Act is not applicable, as SPM will deduct TDS u/s 194Q.**

Dated.....

Signature and seal of *Manufacturer/Bidder*

Note:

- (i) The Bidder may prepare their own offer forms as per this proforma.
- (ii) No change in the proforma is permissible.
- (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the bidder.
- (iv) Figures in Columns 5 to 7 (both inclusive) and in Break-up of price in column 6, should be in both figures and words.
- (v) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.



Section XII Vendor Details

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

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

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

1. Vendor/ Contractor particulars:

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

2. Taxation Details:

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



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

.....

(Signature with date)

.....

.....

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

For and on behalf of

.....

.....

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



Section XIV: Manufacturer's Authorization Form

To

.....

.....

(Name and address of SPMCIL)

Dear Sirs,

Ref. Your Tender document No, dated

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

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

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

Yours faithfully,

.....

.....

[Signature with date, name, and designation]

for and on behalf of Messrs.....

Name & address of the manufacturers

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



Section XV: Bank Guarantee Form for Performance Security

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

Ref

Date.....

Bank Guarantee No.....

To,

(Insert Name & Address of the Purchaser)

Dear Sir,

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



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

Date:

Place:

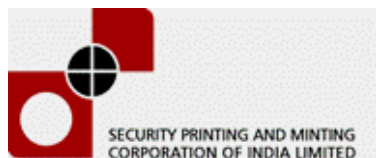
Signature.....

(Printed Name).....

(Designation).....

Witnesses

(Bank's Common Seal)



Section XVI: Contract Form

(Address of SPMCIL's office issuing the contract)

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

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

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

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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



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

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s), and place(s) of conducting inspections and tests.
 - (b) Designation and address of SPMCIL's inspecting officer
- (v) Destination and dispatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

(Signature, name, and address of SPMCIL's authorized official)

For and on behalf of

Received and accepted this contract

(Signature, name, and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:



Section XVII: Letter of Authority for attending / Bid Opening (Refer to clause 24.2 of GIT)

The General Manager

Unit Address

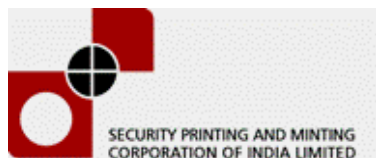
Subject: Authorization for attending bid opening on _____ (date) in the Tender of _____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below.

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

NOTE

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



Section XVIII: Proforma of Bills for Payments (Refer Clause 22.6 of GCC)

Name and Address of the Firm

Bill No Dated

Purchase order No Dated

Name and address of the consignee

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

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

Dispatch detail RR No. other proof of dispatch

Dated (enclosed)

Inspection Certificate No dated (enclosed)

Place and Date

Received Rs

Rupees)

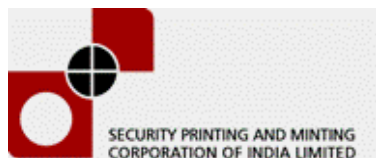


We solemnly certify that:

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

Revenue stamp

Signature and of Stamp Supplier



Section XIX: NEFT Mandate (Refer clause 22.2 of GCC)

From: M/s.

Date:

To:

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

Sub: NEFT payments

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

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



Date

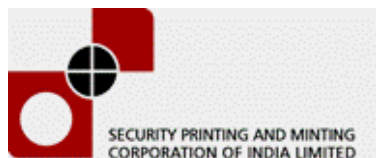
Signature of the Customer

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

Stamp and

Signature of authorized

Official of the bank

**ANNEXURE - I**

TWO BID,SINGLE STAGE (TWO PACKET) TENDER
BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION

Part I : - TECHNO-COMMERCIAL BID

S. No.	Tender Submission Check Points	Check before submission (<input checked="" type="checkbox"/>)
1	Firm has submit valid MSME Certificate (if applicable)	
2	One original copy shall be submitted. It should not have any price aspects.	
3	Earnest Money Deposit : Declaration as per tender document.	
4	Employee Provident Fund Registration related documents.	
5	Declaration to provide ESIC policy on award of contract.	
6	GST registration related documents.	
7	Copy of Permanent Account Number (PAN Card).	
8	Declaration to provide Labour License after award of contract.	
9	Copy of valid Firm Registration.	
10	Containing un-priced tender consisting commercial package including all terms and conditions. No price details to be given in this tender (as per Section-X).	
11	The tenderer shall submit detailed scope of work as per Section VI of this tender document.	
12	The tenderer shall submit the acceptance of Technical Specification as per Section VII of this tender document.	
13	Blank Price bid as per Section-XI of the tender document (without mentioning any price element in it)	
14	The tenderer has to submit Annexure-II as attached along with tender document with seal and signed	
15	The tenderer has to submit Annexure-III & IV as attached along with tender document with seal and signed	
16	Please provide acceptance of tender validity, place of work, period of contract, terms of delivery and payment terms as per Section VI of this tender document.	

Part II : - PRICE BID

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

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



ANNEXURE-II

Tender No. 6000016897/HR/Tractor Trolley/1255 Dated 15.11.2021

(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-III

Tender No. 6000016897/HR/Tractor Trolley/1255 Dated 15.11.2021

(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. 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 for the date of opening of tender.

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....

**ANNEXURE-IV****Tender No. 6000016897/HR/Tractor Trolley/1255 Dated 15.11.2021**

Declaration for Section 206AB of TDS under Income Tax Act, 1961
(To be submitted on the letter head)

DECLARATION

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%).