



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

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

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

CIN: U22213DL2006GOI144763,

Ph.No:91-7574-255259,

GSTIN: 23AAJCS6111J3ZE

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PR Number	PR Date	Indenter	Department
11010067	06.09.2022	E&I/PM5	E&I/PM5

***Security Classification: NON-SECURITY***

**TENDER DOCUMENT for AMC OF INCORE SYSTEM BY FOREIGN ENGINEER.**

Tender Number: 6000017840/E&I/old/PAC/1146

Dt. 10.11.2022

This Tender Document Contains.37. Pages.

Tender Documents is issued to:

To,

IN-CORE Systèmes  
10 rue Ampère 69680 – CHASSIEU  
FRANCE

Email:- [catalina.gutierrez@incore-systemes.com](mailto:catalina.gutierrez@incore-systemes.com)

Details of Contact person in SPMCIL regarding this tender:

Name, Designation : Kishor Mane (Manager Material)

Address: Security Paper Mill, Narmadapuram

Phone No : 07574-286791

Email: Kishor Mane ([kishor.mane@spmCIL.com](mailto:kishor.mane@spmCIL.com))

## Section1: Notice Inviting Tender (NIT)

6000017840 /E&I/PM5

10.11.2022

(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 Euro)	Remarks
1	AMC of INCORE by Foreign Engineer	1.000 AU	0.00EUR	
1	Remote support	150.000HR		
2	Preventive maintenance	1.000EA		
3	Other Bank Charges	1.000EA		
Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)			ONE-BID PROPRIETARY ARTICLE CERTIFICATE	
Dates of sale of tender documents:			From 10.11.2022 to 13.12.2022 during office hours.	
Place of sale of tender documents			ADMIN OFFICE NARMADAPURAM	
Closing date and time for receipt of tenders			13.12.2022 11:00	
Place of receipt of tenders			SPM NARMADAPURAM	
Time and date of opening of tenders			13.12.2022 15:00	
Place of opening of tenders			ADMIN OFFICE SPM NARMADAPURAM	
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)			KISHOR ASHOK MANE Manager (MM)	

Abbreviation : "AU" MEANS ACTIVITY UNIT

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. SD 'Not Applicable' for PAC basis tenders.
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 GEM/GARPTS/07102022/6YI2N4TH753F dated 07.10.2022 FOR AMC OF INCORE SYSTEM BY FOREIGN ENGINEER.
- a. mentioned in para 1 above  
b. 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.
- 12) FIRM SHOULD STRICTLY FOLLOW THE SAFETY CONDITIONS AS BELOW :-
- (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

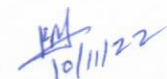
work as required by the relevant rules and to pay compensation, if any to them as per workmen's compensation act. the work will be carried out in a protected area and all the rules and regulations of S.P.M. in that area that are in force from time to time will have to be followed by the contractor.

(4) The contractor shall assign to his workmen task commensurate with their experience and state health condition.

Encl:

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

Yours faithfully,

  
10/11/22

(Kishor Mane)  
Manager (Material)  
For Chief General Manager  
E-mail: Kishor.mane@spmcl.com  
PHONE :- (07574) 286791 & 286587

CORRESPONDING ADDRESS

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

.....

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

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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)

### Section III: Specific Instructions to Tenderers (SIT)

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

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

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

Sr No	GIT Clause No.	Topic	SIT Provision
01	3	Eligible Tenderers	Applicable
02	3.4	Eligible Goods and Services (Origin of Goods)	Applicable
03	6.1	The tender documents includes:	Applicable
04	8	Pre-bid Conference	Not Applicable
05	9	Time Limit for receiving request for clarification of Tender Documents	A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with SPMH in writing or by fax/e-mail/telex. SPMH will respond in writing to such request provided the same is received
06	10.1	The Technical bid to be submitted by Tenderer shall contain the	following documents, duly filled in, as required: Applicable
07	11.2	Tender Currency	Supplier is requested to quote price within 2 Decimal place. Quotation with price quote beyond 2 decimal place is ignored.
08	12.1	Tender Prices	Applicable
09	12.2,33,36.1	Schedule wise evaluation	Not Applicable
10	12.6	GST details	Not Applicable
11	14	PVC Clause & Formula	Not Applicable
12	14.4 to 14.7	Exchange Rate Variation (ERV)	Not applicable
13	16.2 a) to c)	Documents Establishing Tenderer's Eligibility and Qualifications	Not applicable
14	18.4, 18.5	Earnest Money Deposit (EMD)	Not applicable
15	19	Tender Validity	90 days from opening date of quotation.
16	20.4	Number of Copies of Tenders to be submitted	One copy in original
17	20.8	One Bid System	Applicable
18	20.9	E-Procurement	Not applicable
19	34. and 35.1	Comparison on CIF Destination Basis	Not applicable
20	35.2 to 35.6	Additional Factors for Evaluation of Offers and Preferential schemes	Not applicable
21	43	Parallel Contracts	Not applicable
22	44.1	Serious Misdemeanors	Applicable
23	44.3	Integrity Pact	Not applicable

Sr No	GIT Clause No.	Topic	SIT Provision
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	28.1,28.2,28.3	Discrepancy in Prices	Applicable
32	Special Condition	GST Returns	Supplier Should file the GST returns for outward supplies in time. SPM reserves the right to withhold the payment of further supplies till production of evidence of filing of Returns.
33	Special Condition	TCS u/s 206C (1H) read with TDS u/s 194Q	SPM (as Buyer) is liable to deduct TDS u/s 194Q @ applicable rate on goods purchases (if applicable). In case of deduction of TDS under section 194Q; the supplier (Vendor) need not to charge TCS u/s 206C (1H) on invoicing on or after 01.07.2021
34	Special Condition	Sec. 206AB of IT Act	Vendor has to submit declaration in specified format for the compliance of section 206AB of Income tax Act, 1961. In case of non-submission of declaration; TDS will be deducted at higher rates (as applicable) as per section 206AB.



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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).

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

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

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

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

Sl.No	GCC Clause No.	Topic	SCC Provision
01	1.2	Abbreviations:	Not applicable
02	6.1, 6.3 & 6.5	Performance Bond/ Security	Not Applicable
03	8.2	Packing and Marking	Not applicable
04	9	Inspection and Quality Control	Not applicable
05	11.2	Transportation of Domestic Goods	Not applicable
06	12.	Insurance	Applicable
07	14.1	Incidental Services	Applicable
08	15	Distribution of Dispatch Documents for clearance/ Receipt of Goods	Not applicable
09	16.2, 16.4	Warrantee Clause	Not applicable
10	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.
11	20.1	Price Adjustment Clause	Not Applicable
12	21.	Taxes and Duties	Applicable
13	22.	Terms and Mode of payments	Vist wise Payment will be made after suitability and production of all required documents submitted by supplier through RTGS/NEFT only.
14	24.1	Quantum of LD	If the Contractor fails to deliver the goods and/or services or any installment thereof within the Delivery period. SPM shall, without prejudice to other rights and remedies available to SPM, Narmadapuram under the contract, deduct from the contractor price, as liquidated damages, a sum equivalent to the rate of 0.5% of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or .....
15	24.1	Quantum of LD	.....performance, subject to a maximum deduction of the 10% of the delayed goods or services.
16	25.1	Bank Guarantee and Insurance for Material	Not applicable

Sl.No	GCC Clause No.	Topic	SCC Provision
		Loaned to Contractor	
17	33.1	Resolution of Disputes	If dispute or difference of any kind shall arise between SPMN 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 SPM Narmadapuram or the supplier may seek recourse to settlement of disputes through arbitration act 33.2.

## Section VI: List of Requirements

Schedule No.	Breif Description of goods and services (Related Specifications etc.are in Section-VII)	Accounting Unit	Quantity	Amount of Earnest Money	Remark
1	AMC of INCORE by Foreign Engineer	AU	1.000	0.00EUR	

### 1. SUBMISSION OF TENDER: ONE BID

i. Place of Service: SPM Narmadapuram (Hoshangabad).

ii. Delivery Period: (a) 1 year from the date of issue of Purchase Order/NAC.

KINDLY MENTIONED DELIVERY PERIOD IN THE ABOVE BLANKS.

(B) Delivery terms:(on request of user through email, firm shall provide the respective service.)

KINDLY MENTIONED DELIVERY TERMS IN THE ABOVE BLANKS

iii. Payment terms: Firm should accept our following standard payment terms:

Payment shall be made through a LC to be opened for 100% value of the contract. The payment shall be made as below:

a) Remote support - At actuals

b) Preventive visit- After completion of satisfactory service at site.

KINDLY ACCEPT AND MENTION OUR ABOVE PAYMENT CLAUSE IN THE ABOVE BLANKS.

iv. Validity : Validity of the quotation 90 days from the date of opening of quotation.

v. Manufacturing/Authorization Certificate:

a. If the bidder firm is manufacturer then firm has to submit the valid registration certificate.

b. If the bidder firm is not the manufacturer then firm has to submit the valid manufacturers authorization certificate/valid dealership certificate of the item supplied as per the standard form duly filled by OEM as per annexure XIV of this tender document.

KINDLY SUBMIT ABOVE CERTIFICAT

vi. Undertaking for Rate reasonability: Please submit undertaking for rate reasonability on your letter head stating that "M/s \_\_\_\_\_ (Firm Name) had not provided the offered material to any customer (Government, public

sector or private organization) at lower than the quoted rate during the last one year".

KINDLY GIVE UNDERTAKING REGARDING PRICE REASONABILITY ON YOUR LETTER HEAD.

vii. Warranty: Not Applicable

viii. Security Deposit : Not Applicable.

ix. Applicable law for the contract: As per government of India directive and SPMCIL procurement norms the applicable law for this contract shall be the laws prevailing in India. Conflict of law rules shall be excluded.

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KINDLY ACCEPT OUR ABOVE TERM IN THE ABOVE BLANKS .

x. Force Majeure clause: In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by SPMCIL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days# notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

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KINDLY ACCEPT OUR ABOVE TERM IN THE ABOVE BLANKS .

xi. Jurisdiction : As per government of India Directive and SPMCIL Procurement norms the Jurisdiction Shall be New Delhi, India.

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KINDLY ACCEPT OUR ABOVE TERM IN THE ABOVE BLANKS .

xii. LD Clause:

If the Contractor fails to deliver the goods and/or services or any installment thereof within the Delivery period. SPM shall, without prejudice to other rights and remedies available to SPM, Narmadapuram under the contract, deduct from the contractor price, as Liquidated damages, a sum equivalent to the rate of 0.5% of the delivered price of the delayed goods and/or services for each week of delay or partthereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods or services.

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KINDLY ACCEPT OUR ABOVE TERM IN THE ABOVE BLANKS .

SIGNATURE OF BIDDER WITH NAME,  
DESIGNATION & SEAL

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## Section VII: Technical Specifications

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IN core shall provide remote support and technical assistance from 8:30 am to 05:00Pm during working days. On the request of over phone or mail , the expertise will carried out immediately and IN core undertakes to give back the technical analysis within 3 working days.

The Preventive maintenance includes:

1. Diagnosis of the system via tele-maintenance previous to the on site-intervention. The aim of the diagnosis is to detect defective parts that need to be replaced.IN core#s support team together with SPM technical team must validate the spare parts necessary for repairing .
- 2.Verification in detail of all installed parts.
- 3.Repairing
- 4.Checking the acquisition condition
- 5.Support to the use of the Lineavision system and detection settings
- 6.Validation of the Lineavision system after the maintenance actions
7. Preventive visit consist of 3 days/ Visit

Lodging shall be in SPM scope

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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

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:

GST No. : \_\_\_\_\_

SN	Price Break Up	Item No. 10 (AMC of In-Core system)		
		Service Line 10 (Remote Support)	Service Line 20 (Preventive Maintenance)	Service Line 30 (other Bank charges)
1	Basic Price per unit (In Euro)			
2	Total Quantity	150.000	1.000	1.000
3	Unit	HR	EA	EA
4	Total Price (In Euro) (1x2)			
5	GST @ 18% on 4 (in EURO)			
6	Other Taxes/Charges (if any) Please specify (in Euro)			
7	Grand Total Price (in Euro) (4+5)			

1 **Scope of Work :** Procurement of AMC for Maintenance of In-Core System as per Section-VII

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.

**Dated**

**Signature and seal of Manufacturer/Bidder**

**Note:**

- The Bidder may prepare their own offer forms as per this proforma.
- No change in the proforma is permissible.  
No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the bidder.
- Figures in Columns 5 to 7 (both inclusive) and in Break-up of price in column 6, should be in both figures and words.
- 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):



**Tender Number: 6000017840**

- ☐ 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 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: 6000017840**

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



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

**DECLARATION**

We do hereby declare that,

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

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....





Tender Number: 6000017840

**ANNEXURE – II**

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

**DECLARATION**

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

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

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....



**Tender Number: 6000017840**

**ANNEXURE – III**

**(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%).*



**Tender Number: 6000017840**

**ANNEXURE- IV**

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

**We here by confirm that the rates quoted by us are the same and not higher than those quoted/delivered to other government, public sector, or private organization.**

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....