



**SECURITY PRINTING PRESS**

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

**Mint Compound, Saifabad, Hyderabad-500063**

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**Email:** spp.hyd@spmCIL.com

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**CIN:** U22213DL2006GOI144763

**GSTIN:** 36AAJCS6111J1Z9

**Not Transferable**

**Security Classification:** NON-SECURITY

**TENDER DOCUMENT FOR HIRING OF: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF CTOP MACHINE**

**Tender Number: 6000018362 /SPPH/A-II/E-65/2023/1642,**

**Dated: 18.08.2023**

This Tender Document Contains 35 Pages.

**Tender Document is sold to:**

Jura Jsp GmbH ( 200083 )  
JURA JSP ENTWICKLUNG &  
VERTRIEB  
VON WERTPAPIERDRUCKSYSTEMEN  
GmbH  
Gebhardtgasse 13, 1190 Vienna, Austria  
1190 AUSTRIA  
AUSTRIA

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

**Name:** Kishor Pundlikrao Khandekar

**Designation:** Manager (Materials)

**Address:** SPPH (Security Printing Press, Hyd)  
India

### **Disclaimer**

The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Security Printing and Minting Corporation Limited (hereafter referred as the “Purchaser”) or any of its employees or associated agencies, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is neither an offer nor invitation by the Purchaser to the prospective Bidder(s) or any other party hereunder. The purpose of this Bid Document is to provide the Bidder(s) with information to assist them in the formulation of their proposal submission. This Bid document does not purport to contain all the information Bidder(s) may require. This Bid document may not be appropriate for all bidders, and it is not possible for the Purchaser to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

This Bid document and ensuing bids; communications and Contracts would alone determine the legal and commercial relationship between the bidders/ contractors and the Purchaser. No other Government or Purchaser’s document/ guidelines/ Manuals including its Procurement Manual (which are for internal and official use of its officers), have any locus standii in such a relationship. These documents/ guidelines/ Manuals therefore should not be cited or referred in any legal or dispute resolution or grievance redressal proceedings.

The Purchaser, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law,

statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

The Purchaser, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in this Bid Document.

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will remain with the Bidder(s) and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

This disclaimer forms an integral part of the Bid document and shall supplement but not supplant the provision of the Bid Document.



Tender Number:6000018362

## Section1: Notice Inviting Tender (NIT)

6000018362 /SPPH/A-II/E-65/2023

18.08.2023

(SPMCIL's Tender SI No.)

(Date)

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

Sch d. No.	Brief Description of Goods/services	Quantity (with unit)	Earnest Money (In Rupee)	Remarks
1	Comprehensive AMC Charges	1.000 AU	0.00INR	THIS IS PAC TENDER. HENCE, NOT AN OPEN INVITATION.
1	Comprehensive AMC Charges	4.000AU		
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 to during office hours.	
Place of sale of tender documents			NOT APPLICABLE	
Closing date and time for receipt of tenders			08.09.2023 10:45:00	
Place of receipt of tenders			TENDER BOX AT SECURITY GATE, SPP, HYD	
Time and date of opening of tenders			08.09.2023 11:00:00	
Place of opening of tenders			ADMIN BLOCK, SPP, HYDERABAD	
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)			Sharath Rajan M Assistant Manager (MM)	

Note:- Being a Single tender on PAC basis, the submitted tender shall be opened as and when received before the above mentioned due date.

2. Description of services: Comprehensive Annual Maintenance Contract of CtoP Machine.

3. Validity of tender should be for 90 days from the date of opening of tender.

4. Tenderer shall ensure that the tender at the lowest rates, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are forwarded to this office in a sealed cover / by post/courier on or before the closing date and time indicated in the Para 1 above.

5. In the event of any of the above mentioned dates declared as a holiday/closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.

6. The tender documents are not transferable.

sd/-

(Sayan Barua)  
Manager (TO) & I/c. CPSO  
For Chief General Manager,  
Security Printing Press,  
Saifabad, Hyderabad, Telangana - 500 063  
Ph.No.040 - 23253621 / 23253611  
FAX: (+) 91-40-2345 6687  
Email: purchase.spph@spmcil.com; spp.hyd@spmcil.com



Tender Number:6000018362

.....

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

For and on behalf of  
.....



Tender Number:6000018362

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

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

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Please click here or refer to the following link for further details on the instructions of GIT  
<https://spmCIL.com/uploaddocument/GIT/new.pdf>

The Bidders are advised to go through the GIT & understand the instructions.

The Bidders are requested to download all the pages by clicking the above said link and submit the same duly stamped and signed by authorized signatory along with tender document.

### 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
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.
11	14	PVC CLAUSE & FORMULA	Not Applicable
15	19	TENDER VALIDITY	90 days
16	20.4	NUMBER OF COPIES OF TENDERS TO BE SUBMITTED	One copy to be submitted



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

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Please click here or refer to the following link for further details on the instructions of GCC.  
<https://spmCIL.com/uploaddocument/GCC/new.pdf>.

The Bidders are advised to go through the GCC & understand the conditions.

The Bidders are requested to download all the pages by clicking the above said link and submit the same duly stamped and signed by authorized signatory along with tender document.



## 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)

SI.No	GCC Clause No.	Topic	SCC Provision
09	16.2, 16.4	WARRANTEE CLAUSE	Applicable
10	19.3	OPTION CLAUSE	Applicable
11	20.1	PRICE ADJUSTMENT CLAUSE	No Price Adjustment Allowed.
12	21.	TAXES AND DUTIES	If the tenderer fails to include taxes & duties in tender no claim thereof will be considered by purchaser afterwards
13	22.	TERMS AND MODE OF PAYMENTS	As mentioned in Section-VI of tender document
16	33.1	RESOLUTION OF DISPUTES	GCC clause 33.2, venue of all arbitration will be Hyderabad

## 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	Remarks
1	Comprehensive AMC Charges	AU	1.000	0.00INR	THIS IS PAC TENDER. HENCE, NOT AN OPEN INVITATION.

1. Description of services: Comprehensive Annual Maintenance Contract for CtoP Machine.
2. The service should be executed strictly as per the Scope of Work mentioned in the tender document.
3. Delivery Schedule: Comprehensive Annual Maintenance Contract for CtoP Machine for a period of one year.
4. The price quoted in your offer should be valid for a period of 90 days and the same should be firm and fixed during the contract period.
5. Payment Terms: The Payment will be released on quarterly basis upon successful delivery of services through Letter of Credit (LC) basis.

- (a) (i) Income Tax will be deducted to the extent of rules.  
(ii) Bidder should submit Certificate U/S 195 for determining rate of tax, if applicable.

(b) Bank Charges:

(i) All bank charges for opening of letter of credit in respect of PURCHASER's bankers shall be borne by PURCHASER and those charged by SELLER's bankers shall be borne by the SELLER.

(ii) The Charges of extension of Letter of Credit or any confirmation if attributable to SELLER shall be paid by SELLER and not by the PURCHASER.

(iii) The negotiating bank of the SELLER should give 5 clear working days (in India) Notice to the Letter of credit opening bank and the PURCHASER regarding the value and date of payment.

Bank Details - The bidder shall provide the following:

- a) Beneficiary Name:
- b) Account Number:
- c) Bank Name:
- d) IFS code:
- e) Branch & Address:

NOTE: SPPH GST No. 36AAJCS6111J1Z9 should be mentioned in all the tax invoices and bills.

6. RIGHT OF TERMINATION : The Chief General Manager, Security Printing Press, Hyderabad, India reserves the right to terminate the Purchase Order/Contract at any time during the period of the contract, if at any time, it is found that the contractor/ supplier is not complying with delivery schedule, terms and conditions of the contract/purchase order. But Security Printing Press, Hyderabad shall do so only after giving a notice of 14 days to the contractor/ supplier for non-compliance to the contractual obligations.



7. Fall Clause: If the supplier reduces its price or sells or even offers to sell the contracted goods, following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organisation during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanor under clause of the GIT and action, as appropriate, would be taken as per provision of that clause.

8. List of documents to be submitted:-

- (i) The firm should submit an undertaking that the rates quoted by them are same and not higher than those quoted with other government, public sector or private organisations.
- (ii) The firm should submit Fitment certificate and Warranty certificate.
- (iii) Section X: Tender form duly filled & signed by authorized signatory of the firm.
- (iv) Section XI: Price Schedule duly filled & signed by authorized signatory of the firm.
- (v) Section XII: Vendor details duly filled & signed by authorized signatory of the firm.
- (vi) The firm shall stamp & sign on each and every page of the tender as an acceptance towards the instructions during submission of the tender document. Failure to do so will make the bid liable for rejection.

9. The enquiry number, date & the due date for submission of the tender should invariably be mentioned on tender and envelopes submitted by the firm.

10. The quotation must be on letter head identifying the firm with its full latest postal address with telex/telephone number. Unsigned and Vague tenders will summarily be rejected without any reference. This tender enquiry is not transferable. Unsigned tenders will be rejected.

11. No Agency Commission will be paid by Security Printing Press, Hyderabad under any circumstances for supply of the item.

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## Section VII: Technical Specifications

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**Purpose:**

The mentioned service required for Comprehensive AMC of CtoP machine of prepress section.

**Scope of work:**

\*Providing annual remote maintenance support to resolve any problem related to Hardware, Software, Electrical, Mechanical and Printing areas of the machine.

\*The firm should carry out minimum 02 (Two) Preventive Maintenance Services at regular intervals with a gap of at least 06 (Six) months. This Preventive Maintenance Service visit should include General health check, Calibration (wherever necessary), Machine Settings etc

\*Corrective/Emergency/Breakdown visit of the authorized engineer/team of engineers in case of machine breakdown

\*The firm should supply and install the required Electrical, Mechanical and Printing spares and the firm should perform the required Electrical, Mechanical, Printing and Software works as per the requirement during preventive/breakdown visits to restore satisfactory working condition of the machine

\*The problem should be attended by email / telephone support within 8 hours of intimation

\*The person appointed by the firm should respond by online support request within 1 (one) working day after intimation of problem and should do all the efforts to diagnose and solve the problem with the collaboration of the staff of SPPH

\*If the problem was not resolved by remote support within 24 hours, the authorized technician should reach the SPPH within 2 days

\*The machine should be restored within 2 working days of the arrival of the technician at site. In case of delay, LD clause will be applicable

\*If spare parts are required for repairing the machine, then the spares should be shipped by the firm at the earliest possible and LD will be applicable if the firm's engineer does not replace the spares within 7 days of the spares arriving at SPPH

\*All the consumables and components required for preventive maintenance should be supplied by the firm

\*The firm's personnel should provide service report at each service describing the activities performed, observations and the measures taken

\* The mentioned AMC charges including the cost of spares, labour charges, traveling and accommodation expenses of service engineers etc

\* The firm shall be responsible for any damages caused to the property and machineries, etc., arising out of their operations in connection with the service and maintenance work of the machine. The cost of repairing or replacing of such damaged machines/parts shall be borne by the firm.

\*The firm shall insure his personnel deputed to SPPH against injury/death while on duty at SPPH. SPPH holds no liabilities in case of any accident or death during working in SPPH premises.

\*The validity of the AMC is for the period one year from the issue of purchase order by SPPH



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

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The services/materials will be accepted as per Section VII - Technical Specifications. If any defects are observed or the service found unsuitable, then the same will be rejected and the service provider has to replace the same at Security Printing Press, Hyderabad at the risk and cost of the supplier.



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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 clause 19, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We 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. Deptt. / PSU/ Others:....
- (c) Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):.....
- (d) MSME Registration no. (with copy of registration):.....
- (e) Udyog Aadhaar 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/ Deptts. 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

.....  
.....



**N.B. The information how many number of units be able to come in one 20" & 40" container should be invariably given for freight comparison.**

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

.....

2. We are agreeable to payment of agency commission to our Agents in India in non-convertible Indian Rupees.

- a) The name and address of Agent .....
- b) Service to be rendered by the Agent .....
- c) Amount of remuneration for the Agent .....
- d) PAN Number of the Agent .....
- e) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.); GSTIN number; Registered Address in GSTIN; Place of Delivery for GST Purpose; and GST (including GST Cess) if any to be paid extra on Agent's remuneration .....

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 within the prescribe time.

5. Earnests Money/Bid Guarantee for an amount equal to ..... is enclosed in form of ----- (form and reference number, date) as per the Tender Documents.

Dated.....

Signature and seal of *Manufacturer/Bidder*

Note:

- (i) The Bidder may prepare their own offer forms as per this proforma.
- (ii) No change in the proforma is permissible.
- (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the bidder.
- (iv) Figures in Columns 5 to 9 (both inclusive) 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.

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## 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): .....



SECURITY PRINTING AND MINTING  
CORPORATION OF INDIA LIMITED

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 XIII: Bank Guarantee Form for EMD

#### **BANK GUARANTEE FOR BID GUARANTEE (ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)**

Ref .....

Date .....

Bank Guarantee No .....

To,

*(Insert Name & Address of the Purchaser)*

Dear Sir,

Whereas ..... (Hereinafter called the "Tenderer") has submitted its bid numbered ..... dated ..... for the supply of .....(Hereinafter called the "tender") against ..... 's *(insert name of Purchaser)* (hereinafter called as the 'Purchaser') tender enquiry No. .... opened on ..... Know all persons by these presents that we ..... of ..... (hereinafter called the "Bank") having our registered office at ..... are bound unto the Purchaser, in the sum of ..... for which payment will and truly be made forthwith, on demand by the Purchaser, without demure to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of .....20...

The conditions of this obligation are —

- (1) If the Tenderer withdraws or amends, impairs, or derogates from the tender, in any respect within the period of validity of this tender.
- (2) If the Tenderer or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer) breaches any of the provisions of the pre-bid/ Pre-contract Integrity Clause.
- (3) If the Tenderer having been notified of the acceptance of his tender by Purchaser during the period of its validity:-
  - a) Fails or refuses to furnish the performance security for the due performance of the contract.
  - b) Fails or refuses to accept/ execute the contract.

We undertake to pay Purchaser up to the above amount, upon receipt of its first written demand, without Purchaser having to substantiate its demand, provided that in its demand Purchaser will note that the amount claimed by it, is due to it owing to the occurrence of one or more or all the above conditions, specifying the occurred condition(s). We agree that the decision of the Purchaser, whether above conditions have occurred, shall be final and binding on us.

This guarantee will remain in force for a period of ..... (*insert the period of validity plus 45 days, in words and figures*) days after the date of ..... (*insert date of tender opening*) and any demand in respect thereof should reach the Bank not later than the above date.

Date  
Place

Signature  
(*Printed Name*)  
(*Designation*)

Witnesses

(*Bank's Common Seal*)



**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 authorise 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 authorisation 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 ..... (hereinafter called the 'contract') entered into between the ..... *(insert name of Purchaser)* (herein after called as the Purchaser) and M/s. ...., (here in 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, forthwith on demand and without demur to the Purchaser.

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 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.



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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' Authorisation 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 despatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

.....

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

For and on behalf of.....

Received and accepted this contract .....

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

For and on behalf of .....

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

**Section XVII: Letter of Authority for attending a  
Pre-bid Conference/ Bid Opening**  
(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

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

**Note:**

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

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

Name and Address of the Firm.....

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

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

Name and address of the consignee.....

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

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

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

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.



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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