

## Tender Details

Organisation Chain	SECURITY PRINTING AND MINTING CORPORATION OF INDIA-SPMCIL  CURRENCY NOTE PRESS NASHIK(MH)  Purchase Deptt -SPMCIL		
Tender Reference Number	6000018815		
Tender ID	2024_SPMCI_197746_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Works
Tender Category	Works	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

### Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Bid
2	Finance	.xls	Financial Bid

**CURRENCY NOTE PRESS**

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

Nashik Road # 422101 (Maharashtra)

(ISO : 9001 & ISO 14001 Certified Unit)

Tel. No 00- 91-253-2463730-39, 2461471 Fax No:00-91-2532464100 CIN:

U22213DL2006GOI144763 GSTIN : 27AAJCS6111J3Z6

Web: www.cnpnashik.spmcil.com E-mail: gmcnp@spmCIL.com

PR Number	PR Date	Indenter	Department
11011531	17.05.2024	M(TO)	CIVIL

Not Transferable

Security Classification:

## TENDER DOCUMENT FOR HIRING OF: REPAIR OF AC SHEET & WALL JOINTS AND REPLACEMENT OF DAMAGED NORTH LIGHT WIRED GLASS AT VARIOUS LOCATIONS IN CNP

**Tender Number: 6000018815/, Dated:01.06.2024**

This Tender Document Contains \_\_\_\_\_ Pages.

Details of Contact person in SPMCIL regarding this tender:

**Name:** RAJKUMAR R  
**Designation:** Manager (MM)  
**Address:** CNPN (Currency Note Press, Nashik)  
India

## Section1: Notice Inviting Tender (NIT)

6000018815 /

01.06.2024

(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	Repair of AC sheets & wall joints	1.000 AU	Not Applicable	
1	Dismantling old damaged gola	70.000M		
2	Providing gola 100x150	70.000M		
3	Waterproofing over gola	110.000M		
4	P & f wired glass 6 mm	30.000M2		

Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	TWO-BID National Competetive Bid (CPP Portal)
Dates of sale of tender documents:	AS PER CPP PORTAL
Place of sale of tender documents	AS PER CPP PORTAL
Closing date and time for receipt of tenders	AS PER CPP PORTAL
Place of receipt of tenders	AS PER CPP PORTAL
Time and date of opening of tenders	AS PER CPP PORTAL
Place of opening of tenders	PURCHASE DEPARTMENT, CNP
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)	RAJKUMAR R Manager (MM)

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, if vendor registered under MSE for tendered services.

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 (Through e-tendering portal i.e. CPP Portal), 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. Bidders may upload their bids through e-tendering portal i.e. CPP Portal), bidders must upload their bids along with scanned copies as required enclosures (including proof of cost of EMD as applicable) as per instructions given in this regard. Original copy of such scanned uploaded EMD, 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 organisation, the tenders will be sold/ received/ opened on the next working day at the appointed time.

8. The tender documents are not transferable.



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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. (i) SUBMISSION OF TENDER: As per E-Procurement 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.
- (ii) Earnest Money Deposit: EMD shall be submitted in form as given below: (a) Account Payee Demand Draft, (b) Fixed Deposit Receipt, (c) Banker's Cheque, (d) Electronic Fund Transfer (NEFT/RTGS). The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India. In favour of SPMCIL, Unit CNP, Payable at Nashik. Electronic fund transfer may be done to CNP account no. 201003551111 IFSC code: INDB0001451. The earnest money shall be valid for a period of forty five days beyond the validity period of the tender i.e. 165 days from due date. The EMD of un-successful bidders will be returned. Only One DD/FDR/Bankers Cheque should be given of adding all the item wise EMD amount as per tender quoted by the bidder.
11. In case of order material in your favour for Rs. 2,50,000/- or above, the supplier shall furnish the performance security amount/ Security Deposit(S.D) (05% of the ordered value) after issue of Purchase order by CNP, Nashik Road in favour of SPMCIL, Unit CNP, payable at Nashik. The performance security will be return back without any interest to successful bidder after the completion of all contractual obligations.
12. The bidders participating with MSME registration certificate has to submit Bid Security Declaration as per Annexure-1. Non submission of same will be treated as non responsive.
13. No exemption will be given for deposition of performance guarantee to any DIC/SSI/MSE/NSIC registered firm.
14. Any dispute in the matter will be under Nashik (Maharashtra) Jurisdiction only.
15. Right of acceptance: - The Chief General Manager, Currency Note Press reserves the right to reject any or all tenders without assigning any reason thereof.
16. Clarification of Tender Documents: A Bidder requiring any clarification or elucidation on any issue of the tender documents may take up the same with SPMCIL in writing or by fax / e-mail/ telex not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.
17. Any queries regarding the tender you may please contact at 0253-2454493 or 2461318. E-mail-purchase.cnpnashik@spmcil.com.

.....

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

For and on behalf of

.....



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

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

Please CLICK the link for further details

<https://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>

Bidders are requested to download the above pages by clicking the above given link and submit the same duly stamped and signed along with tender document. Unsigned/stamped printouts of these pages are not acceptable.

### 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.
15	19	TENDER VALIDITY	120 Days from the date of opening of tender
16	20.4	NUMBER OF COPIES OF TENDERS TO BE SUBMITTED	One Copy through E-Tendering Portal i.e. CPP
17	20.8	TWO BID SYSTEM	Applicable
18	20.9	E-PROCUREMENT	Applicable
19	34. AND 35.1	COMPARISON ON CIF DESTINATION BASIS	FOR CNP Nashik Road Basis



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

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Please CLICK the link for further details

<https://www.spmcil.com/spmcil/UploadDocument/GCC.pdf>

Bidders are requested to download all pages by clicking the above given link and submit the same duly stamped and signed along with tender document. Unsigned/stamped printouts of these pages are not acceptable.

## 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
02	6.1, 6.3 & 6.5	PERFORMANCE BOND/ SECURITY	05 % of the total contract price valid for 60 days beyond completion of contractual obligations including defect liability period; if any.
09	16.2, 16.4	DEFECT LIABILITY PERIOD	The defect liability period for the above work is 12 months from the date of completion of work.
10	19.3	OPTION CLAUSE	CNP-Nashik reserves the right to exercise option clause up to 25% of the total value of contract at any time till the final delivery date of the contract by giving reasonable notice even though the work has been completed as per contract in full before
11	19.3	OPTION CLAUSE	the last date of delivery on the same term & conditions.
12	20.1	SHORT CLOSURE CLAUSE	Currency Note Press, Nashik reserves the right to short close the contract upon any change in requirement of CNPN on design/specification, National consideration, user requirement and indent etc. In addition to the GCC Clause 29
13	21.	TAXES AND DUTIES	1) If the tenderer fails to include taxes and duties in the tender, no claim thereof will be considered by purchaser afterwards. 2) TDS will be deducted as per prevailing rates.
14	22.	TERMS AND MODE OF PAYMENTS	The payment will be made as per terms and conditions mentioned in Section VII of tender documents. The payment will be made through NEFT/RTGS only.
15	24.1	QUANTUM OF LD	If the supplier fails to deliver any or all of the goods or fail to perform the services within the time frame(s) incorporated in the contract, CNP-Nashik shall, without prejudice to other rights and remedies available to CNP-Nashik under the contract,
16	24.1	QUANTUM OF LD	deduct from the contract price, as liquidated damages, a sum equivalent to the 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 performance, subject to a maximum deduction of
17	24.1	QUANTUM OF LD	the 10% of the delayed goods' or services' contract





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Sl.No.	GCC Clause No.	Topic	SCC Provision
			price(s). If LD is levied the GST applicable on the LD shall also be collected from the firm.

## 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	Repair of AC sheets & wall joints	AU	1.000	Not Applicable	

1. Required Delivery Schedule/Service: 04 Months from the date of issuance of NAC or Purchase order whichever is earliest.
2. Required Terms of Delivery: - FOR Currency Note Press, Nashik Road.
3. Destination: - CURRENCY NOTE PRESS, JAIL ROAD, NASHIK ROAD 422101
4. Bid Validity: 120 days from due date of tender.
5. Bidder have to open the link provided in Section II, IV & XII onwards and take print out of all the documents available and then sign and stamp each and every paper and submit along with the technical tender.
6. All the copies of tenders shall be complete in all respects with all their attachments/enclosures duly numbered.
7. RISK PURCHASE:
  - (a) If the supplier after submission of tender and due acceptance of the same, i.e. after placement of contract fails to abide by the terms & conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores/take services from other agencies at the risk & consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier along with other incidental charges.
  - (b) In case of supply/job work through alternative sources at lower price, if any, then no benefit on this account will be passed on to the supplier.
  - (c) For all the purpose the award of contract will be considered acceptance of tender and formal contract pending signing of agreement. Supplier has to abide by all the terms and conditions of tender.
8. Bank Details: Copy of Cancelled Cheque or the Bank details on the letter head signed by Authorized signatory to be submitted.



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## **Section VII: Technical Specification**

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1. Dismantling old damaged gola 100x150 mm in cement concrete 1:2:4 (Estimated Qty. 70.00 m).
2. Providing gola 100x150 mm in 100x150 mm deep chase in cement concrete 1:2:4 including finishing with cement mortar 1:3. (Estimated Qty. 70.00 m).
3. Waterproofing treatment over Gola in 300 mm width with the following scope of work:
  - (a) Scrapping and cleaning of the surface thoroughly from any dust, algae, foreign matter etc.
  - (b) Applying one coat of waterproofing compound "Superflex P-222".
  - (c) Laying of the synthetic waterproofing fabric over the applied waterproofing compound and allow it to stick with the surface.
  - (d) After the fabric is stick and properly set to the surface, apply one coat of "Superflex P-222".
  - (e) After drying and setting of the waterproofing compound over the fabric, apply final coat of waterproofing compound "Superflex P-222" over the surface.

The scope of work shall also include disposal of the debris removed from the surface up to a distance of 2 Km and in all lifts. The quoted rate shall include cost of all materials, labour, work at height risk allowance, tools & tackles, consumables etc. complete. (Estimated Qty. 110.00 m).

4. Providing & fixing of 6 mm thick wired glass at North light end of roof trusses including scaffolding. The quoted rate shall include cost of all materials, labour, scaffolding, equipment, tools & tackles etc. complete. (Estimated Qty. 30.00 m<sup>2</sup>).

### ***Terms and Conditions***

1. The firm shall inspect the site to assess the scope of work before quoting.
2. The firm has to complete the work within four months of placing of purchase order.
3. The payment will be made after the completion of work satisfactorily after the joint measurements.
4. The firm shall take necessary safety precautions while carrying out the work. Total responsibility of Contractor persons will lie on the contractor & not on C.N.P.
5. The firm shall provide PPE to their workmen while working at site.
6. Firm shall clean the site before handing over to C.N.P.
7. The firm shall dispose all the waste, malba, etc. up to a distance of 1 Km and the vehicle for the disposal of the same shall be arranged by the firm.
8. The vehicle arranged by agency for disposing all waste must have all necessary statutory requirements completed & valid driver's license.



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9. The total job work is on turnkey basis. The contractor shall arrange for required materials, labour, equipment, vehicles, tools & tackles etc.
  10. The working time shall be 8.00 am to 5.00 pm including lunch hour on Working days only.
  11. Electricity required will be provided by C.N.P. at site
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## **Section VIII: Quality Control Requirements**

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The quality control requirement shall be in line with section VII: Technical specification.



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

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**The following shall be the minimum eligibility criteria for selection of bidders:**

1. The bidder should submit Power of Attorney of the Authorized Signatory for signing the bid, entering in to contract, if awarded and for any other correspondences.
2. The bidders shall enclose attested copy of GST Registration (in Reg-06) & attested copy of PAN.
3. The bidder should give undertaking/declaration that they have read and understood all the terms & conditions of tender documents and submitting unconditional acceptance to all terms & conditions.
4. The bidder should give a declaration that they have not been black-listed/debarred for dealing by Government of India in the past.

**Bidder to furnish stipulated documents support of fulfillment of qualifying criteria. Non submission or incomplete submission of documents may lead to rejection of offer.**



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## **Section X: Tender Form**

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To,  
Currency Note Press, Nashik  
A Unit of Security Printing & Minting  
Corporation of India Limited  
Wholly Owned by Govt. of India  
Nashik

Ref: Your Tender document No. 6000018815 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:



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**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 Tender Form

**SPMCIL**

- 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





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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

.....  
.....



**TENDER NO: 6000018815**

## **SECTION XI: Price Schedule**

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**SUMMARY OF PRICE SCHEDULE (FOR INDIAN BIDDERS): PRICES SHOULD BE ON FOR, CNP, NASHIK ROAD BASIS.**

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As per CPP Portal



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- SECTION XII: VENDOR DETAILS  
 SECTION XIII: BANK GUARANTEE FORM OF EMD  
 SECTION XIV: MANUFACTURER'S AUTHORIZATION FORM  
 SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY  
 SECTION XVI: CONTRACT FORM  
 SECTION XVII: LETTER OF AUTHORITY FOR ATTENDING PRE BID CONFERENCE /  
 BID OPENING  
 SECTION XVIII: PROFORMA OF BILLS FOR PAYMENTS  
 SECTION XIX: NEFT MANDATE  
 SECTION XX: INTEGRITY PACT  
 Please **CLICK** the link for further details  
<https://www.spmcil.com/wp-content/uploads/2024/03/SecXII-XX-PM-3.0-2024-1.pdf>

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

**Part I: - TECHNO-COMMERCIAL BID**

Sr. No.	Tender Submission Check Points	Check before submission Tick (✓)
1	EMD FEE /Bid Security Declaration	
2	Tender Document duly Seal & Signed	
3	Term of Delivery :- FOR, CNP Nashik road, duly unloaded	
4	Tender Validity 120 days as per the tender	
5	Technical Specification –Section VII as per tender	
6	Submit Manufacturer's Authorization form (As Applicable)	
7	Accept the Warranty clause as per tender (As Applicable)	
8	Submit the documents as per Qualification / Eligibility criteria – Section IX (As Applicable)	
9	Fill Tender Form – Section X duly seal & sign (Without mentioning price)	
10	Delivery Period: Acceptance of delivery period as per Section VI of tender Document.	
11	Blank price schedule format as per Section XI indicating 'XXXX'	
12	Power of Attorney for signing the bid document and contract, if awarded.	
13	Section II - General Instructions to Tenderer's (GIT)	
14	Section IV - General Conditions of Contract (GCC)	
15	Section XII to XX of Tender Documents	

**Part II: - PRICE BID**

Sr. No.	Tender Submission Check Points	Check before submission Tick (✓)
1	Price Bid as per Section XI (Price including all taxes & other charges )	

..... (Bidder's Seal & Sign)  
 Annexure-I



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**Annexure-I**

**Bid Security Declaration Format**

(To be printed on letter head of bidder)

Date:

To,  
The Chief General Manager  
Currency Note Press  
Nashik Road

Sub: Bid Security Declaration-Reg.

Ref: 1. Tender No. \_\_\_\_\_ Dtd: \_\_\_\_\_

2. Bidder's offer no. \_\_\_\_\_ Dtd: \_\_\_\_\_

I, \_\_\_\_\_ (Name of authorized signatories), on behalf of \_\_\_\_\_ M/s. \_\_\_\_\_ (Bidder's

name and address), duly authorized to sign the tender document and enter into contract (if awarded), herewith accept that if the bidder withdraw (or) modify our bid during period of validity, (120 days from opening of bid), etc, the bidder will be suspended/debarred/blacklisted for a period of two years from the due date of the tender.

(Signature of Authorized Signatory)

Designation:

Name of Bidder:

Seal:

(Non-submission of this declaration may result in disqualification)