

INDIA SECURITY PRESS

(A Unit of Security Printing and Minting Corporation of India Limited)
Wholly owned by Government of India
Nashik Road – 422 101 (Maharashtra)

Tel No 00 91 253 2402200
Fax No 00 91 253 2462718
Email: purchase.isp@spmcil.com
Website: https://ispnasik.spmcil.com

Not Transferable

Security Classification: Security item

GLOBAL PRE-QUALIFICATION BID (PQB) NOTICE FOR PROCUREMENT OF BI-FLUORESCENT INK -1000 KGS.

GLOBAL PQB TENDER NO.: 90/Bi-Fluo-Ink/(2606)/2018

Dated: 27.07.2018

This Tender Document Contains 23 Pages.

Tender Documents is sold to:

M/s _____
Address _____

Details of Contact person in SPMCIL regarding this tender:

Name, Designation: Deepak Verma, Deputy Manager (Tech) Purchase.

Address: India Security Press,
Nashik Road-422 101
Maharashtra
India

Phone: + 91 253-2402219
Fax : + 91 253-2462718
E-mail: purchae.isp@spmcil.com

Note: The word "SPMCIL" in this SBD hereinafter is referred to as "India Security Press, a unit of SPMCIL."



SECTION I: NOTICE INVITING TENDER (NIT)
INDIA SECURITY PRESS
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GLOBAL PQB TENDER NO.: 90/Bi-Fluo-Ink/(2606)/2018

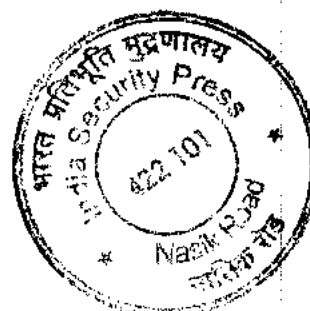
Dated: 27.07.2018

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

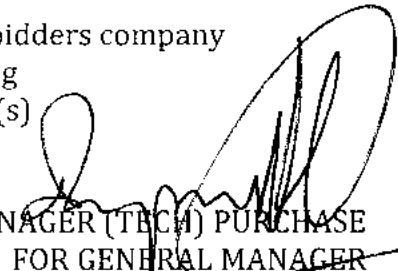
Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Remarks
1	Procurement of Bi-fluorescent Ink	1000 Kgs.	

Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	Pre-Qualification Bid (Global Competitive Bidding)
Dates of sale of PQB documents:	From 28.07.2018 to 10.09.2017 during office hours
Place of sale of PQB documents	Purchase Section, India Security Press, Nashik Road-422 101, Maharashtra, India
Cost of the PQB document	INR 5600 or Euro 75 or USD 82 in the form account payee Demand Draft/ Cashier's Cheque/ Certified Cheque, drawn on any Indian Scheduled Commercial bank, in favour of SPMCIL, Unit ISP, payable at Nashik.
Closing date and time for receipt of tenders	11.09.2017 up to 1430 Hrs
Place of receipt of tenders	India Security Press, Nashik Road-422 101, Maharashtra, India
Time and date of opening of tenders	1500 Hours on 11.09.2017
Place of opening of tenders	Purchase Section, India Security Press, Nashik Road-422 101, Maharashtra, India
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)	Dy. Manager (HR) India Security Press, Nashik Road-422 101, Maharashtra, India

2. Interested bidders 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.



3. If requested, the tender documents will be mailed by registered post/ speed post to the domestic bidders and by international air-mail to the foreign bidders, for which extra expenditure per set will be Rs 200 for domestic post and Euro 15 or USD 20 for international air-mail.
4. Bidder may also download the tender documents by visiting the web site <https://ispnasik.spmcil.com> and then to the link "latest Tenders", and submit their tender by utilizing the downloaded document.
5. Bidders shall ensure that their bids, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
6. 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.
7. The tender documents are not transferable.
8. **The Bidders are required to submit all essential documents as per Section II: Eligibility Criteria and other sections along with the bid, failing which the eligibility of the tenders shall be evaluated and decided on the basis of documents available with the bid. Further correspondence in this regards will not be entertained.**
9. Content of Tender Documents: The tender document includes:
 - (a) Section I : Notice inviting tender
 - (b) Section II : Eligibility Criteria
 - (c) Section III : General Instructions for the bidders
 - (d) Section IV : Application for Pre-qualification
 - (e) Section V : Form of Manufacturer's authorization letter
 - (f) Section VI : Pre bid / Pre Contract Integrity Pact
 - (g) Section VII : List of Independent Monitors
 - (h) Section VIII: Format for Details of Key personnel of the bidders company
 - (i) Section IX : Letter of Authority for attending Bid Opening
 - (j) Annexure - I: Self declaration for Company and Director(s)
 - (k) Annexure - II: Declaration to be submitted by bidder.


DY. MANAGER (TECH) PURCHASE
FOR GENERAL MANAGER
INDIA SECURITY PRESS, NASHIK
Phone No 0253 2402219/ 2465583

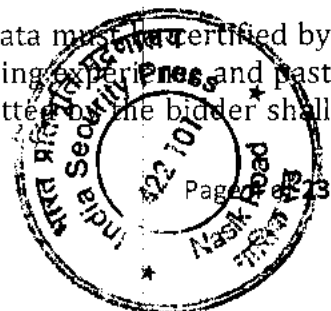
Address for dropping the tender documents:

GREEN GATE
INDIA SECURITY PRESS,
NASHIK ROAD-422 101
MAHRASHTRA, INDIA



SECTION II: ELIGIBILITY CRITERIA

1. The Bidder firm should meet following eligibility criteria to qualify in the prequalification bid:
 - (a) **Experience and past performance:** The bidder firm should have successfully manufactured and supplied at least **300 Kgs. of BI-FLUORESCENT INK** in any one year during last five years i.e. from 01st January 2013 to 31st December 2017.
 - (b) **Capability, equipment and manufacturing facilities:**
 - i) The Bidder firm must have an annual capacity to manufacture and supply at least **300 Kgs of BI-FLUORESCENT INK.**
 - ii) The Bidder firm must have supplied such BI-FLUORESCENT INK to at least two countries during last five years i.e. from 01st January 2013 to 31st December 2017. The document for proof of supply to other countries should be supported by Bill of lading/shipping bill.
 - iii) The bidder also has to submit the following details along with the bid:
 - (a) Name of the machine utilized to supply the quoted product.
 - (b) The number of machine being utilized for the production and the capacity of each machine.
 - (c) Total Annual capacity of the manufacturer.
 - (d) Supply order in hand and proportionate capacity to supply quoted amount.
 - (c) **Financial standing:**
 - (i) Average Annual Turnover of the Bidder firm should be more than **Rs 44,70,000/- or Euro 55,800/- or USD 65200/-** during last three years i.e. in 2015, 2016 and 2017 in case the financial year is maintained calendar year wise or in 2014-2015, 2015-2016 and 2016-2017, if the financial year is maintained other than calendar year.
 - (ii) Bidder firm should not have suffered any financial loss for more than one year during last three years i.e. in 2015, 2016 and 2017 in case the financial year is maintained calendar year wise or in 2014-2015, 2015-2016 and 2016-2017, if the financial year is maintained other than calendar year.
 - (iii) The net worth of the bidder firm should not have eroded by more than 30% in last three years i.e. in 2015, 2016 and 2017 in case the financial year is maintained calendar year wise or in 2014-2015, 2015-2016 and 2016-2017, if the financial year is maintained other than calendar year.
2. The bidder shall provide the details of the ownership of the company and details of owners/ directors along with complete addresses of the owners/ directors and their other activities. If the company is owned by another company, similar details of the owner should be provided. The details are to be provided as per the format given in Section VIII: Format for Details of Key personnel of the bidders company and Annexure- I: Self declaration for Company and Director(s) and Annexure-II: Declarations to be submitted by the bidder.
3. All experience, past performance and capacity/ capability related data must be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by the bidder shall



be verified by India Security Press, Nashik. The bidder has to submit self attested copies of Purchase Orders issued by Customers/Corresponding performance certificates/Invoices etc.

4. The bidder has to submit a copy of audited financial documents (Balance sheets, Profit & Loss account statements etc) or Audited Annual reports in support of clause no. 1(c) above.

All financial standing data has to be duly certified by certified accountants e.g. Chartered Accountants (CA) in India and Certified Public Accountant/ Chartered Accountant in other countries. The financial data and documents certified by any other authority shall not be accepted.

5. **Other Eligibility requirements for the Bidders:**

(a) The bidder shall provide names of organization(s)/ firm(s) with addresses and telephone numbers, fax numbers, e-mail addresses for which they have manufactured and supplied such **BI-FLUORESCENT INK** during the last five years.

(b) The application should be submitted in English Language. The authenticated copies of the documents in support of the applicant's claims must be submitted in English language.

(c) The bidder shall indicate/ certify that authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract.

(d) Manufacturers/ manufacturers under license or their authorized dealers who are exclusively appointed by the principal manufacturer to represent them in the country shall be eligible to apply or to take part in the bid. One manufacturer can authorize only one agent/ dealer. There can be only one bid from:

(i) The principal manufacturer directly or through one Indian agent on his behalf or

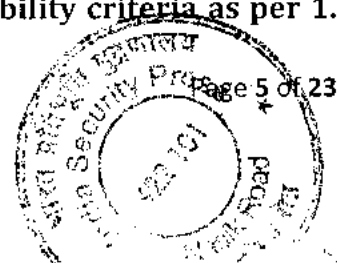
(ii) The foreign principal or any of its branch/ division or

(iii) Indian/ Foreign Agent on behalf of only one Principal.

(e) Principal manufacturer should meet all the Qualifying/Eligibility Criteria. In case, the authorized agent is submitting the tender documents, they shall also submit necessary details of key personnel as per Section: VIII (Format for submission of Key Personnel details) for security clearance.

(f) Manufacturer's Authorization Letter: In case the bidder firm/ bidder offers to supply "**BI-FLUORESCENT INK**", which is manufactured by some other firm, the bidder has to be duly authorized by the manufacturer of the stated material to quote for and supply the same to India Security Press, a unit of SPMCIL. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section V in this document.

NOTE: If an agent is participating on behalf of a Manufacturer with the support of Manufacturer Authorization Certificate, the above said eligibility criteria as per 1.



(a), (b) and (c) should be complied by Manufacturer. Also Order shall be placed on the successful Principal Manufacturer only.

6. Following undertakings are to be enclosed with application:

- (a) Undertaking that the product supplied by the bidder to India is exclusive and is a separate product offered to India which can not be replicated by other countries.
- (b) Undertaking that the operations carried out in Pakistan/China, if any, will be suitably firewalled from the contract/ operations in India and no Pakistan/China national or a person of Pakistan/China origin will be engaged by the company for this project. Please submit duly-filled in Annexure 'II'.
- (c) Undertaking that if the company/bidder firm is found indulging in acts inimical to India's national security, the tender/contract is liable to be terminated.
- (d) Undertaking that the company shall inform the department/purchaser regarding criminal case(s), if any, registered against the company, owner, promoter or any of its directors after the issue of award of contract.
- (e) Undertaking that the authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract i.e. Power of Attorney of the authorized signatory.
- (f) Undertaking not to reveal the specifications of the **BI-FLUORESCENT INK** contained in the main tender documents to any third party.
- (g) Undertaking that the information given in the documents are correct and the bidder firm/Principal Manufacturer/Agent is aware that in case any information provided is found to be false at a later stage, ISP reserves the right to reject/ disqualify their tender at any stage of the tendering process without assigning any reason.
- (h) Declaration that the bidder firm/Principal Manufacturer/Agent has not been blacklisted/ debarred by any government agency/PSU/Reputed Organisation.
- (i) Undertaking not to supply India specific **BI-FLUORESCENT INK** to any other third party/country and it will be responsible to maintain secrecy, security and exclusivity in case a contract is awarded.
- (j) Undertaking of accepting all terms and conditions of PQB and abide by it without any counter conditions. The statement of the undertaking shall be as follows:
"We agree to withdraw all deviations, if any, unconditionally and accept all the terms and conditions of the tender document".
- (k) Duly signed "Pre bid / Pre Contract Integrity Pact" need to be enclosed.



SECTION III: GENERAL INSTRUCTION FOR THE BIDDERS

(a) The bidder shall provide testimony in support of the requirements given in Section II: Eligibility Criteria, wherever applicable, failing which the PQB will be summarily rejected without further correspondence.

(b) Only those bidders, who will be found eligible in the Pre-Qualification Bid and Security Cleared by Government of India, will be issued tender documents and detailed specifications. Such bidders shall be asked to submit the EMD along with the Techno-Commercial bids valid as per the Pre Bid/Pre-Contract Integrity Pact.

(c) The applications as per enclosed format are to be submitted in a sealed cover super scribing on the top of the cover "Pre-Qualification bid document for the manufacture and supply of **BI-FLUORESCENT INK** due on **11.09.2018**" and to be submitted to The General Manager, India Security Press, Nashik Road-422 101, Maharashtra, India by 1430 Hours (IST) on or before **11.09.2018**.

(d) Applications received after the due date and time shall be summarily rejected. The responsibility to submit PQB before the due date and time rests with Bidder and India Security Press, Nashik will not entertain any explanation/ reason for late submission.

(e) India Security Press, Nashik will not be responsible for any kind of delay in delivery of bids.

(f) The bidder is required to submit the undertaking that "the information given in the documents are correct and the bidder is aware that in case, any information provided is found to be false at a later stage, India Security Press, Nashik reserves the right to reject/ disqualify the bidder at any stage of the tendering process without assigning any reason".

(g) Whenever there is any change in the Board of Directors, promoters or location of the company, it would be obligatory on the part of the Bidder/ contracted company to inform India Security Press, Nashik for seeking a fresh security clearance.

(h) The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder shall be verified from the parties for whom work/material has been supplied.

(i) **Parallel Contracts:** The purchaser reserves the right to place parallel contracts on one or more firms up to maximum three firms without any prejudice to the capacity of the L1 bidder, as given below.

(i) The rate quoted by L1 bidder will be counter offered to L2, L3 bidders and if agreed orders shall be placed at a ratio L1:L2:L3 = 50:30:20 of the total tendered quantity. In case of Non acceptance of Counter offer by L2 and/or L3 bidder, the same shall be counter offered to L4 and so on at the sole discretion of the purchaser.



(ii) If in any case, only one bidder accepts to match the rates of L1 bidder, then the orders shall be placed at a ratio 70:30 among the two bidders at the sole discretion of the purchaser.

(iii) However, purchaser also reserves the right to place purchase order for the 100% tendered quantity on the lowest qualified bidder in case any of the L2, L3 does not accept L1 rates.

(j) The bidder firm/Principal Manufacturer/Agent should confirm the possession of adequate material security arrangements to protect the integrity of the security features and should have written security plan for their storage and accounting.

(k) The bidder is required to submit the "Pre bid / Pre contract integrity pact" duly filled and signed on all pages. In case the bidder is relying on the financial credentials of its holding company/parent company, such holding/parent company shall also has to submit the "Pre bid / Pre contract integrity pact" duly filled and signed on all the pages. Any bids received without the Integrity pact will be summarily rejected. The format of the same is provided at Section VI.

(l) The successful bidder(s) shall give Performance Security of ten percent of the respective order value within 21 days from the date of issue of Letter of Intent.

(m) The representative of bidders who wish to attend the bid opening, shall carry a duly filled-in Section IX: Letter of Authority for attending bid opening.



SECTION IV: APPLICATION FOR PRE-QUALIFICATION:

PQB No. dated for Manufacture and supply of Bi-Fluorescent-Ink dated, Qty.: 1000 Kgs.

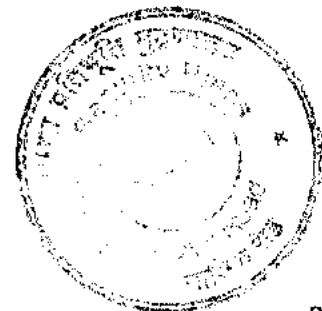
1. Name and address of the company/ firm/ organization:
2. Is the company/ firm/ organization manufacturing and supplying **BI-FLUORESCENT INK** for the last five years? If not, specify since when you are in business of manufacturing and supplying of **BI-FLUORESCENT INK**.
3. The installed capacity and production capacity of the Bidder firm to manufactured and supply **BI-FLUORESCENT INK**:

- (a) Installed capacity:
- (b) Production capacity:

4. Quantities of **BI-FLUORESCENT INK** manufactured and supplied during last five years :

Sr. No	Year	Quantity of BI-FLUORESCENT INK supplied		Quantity of BI-FLUORESCENT INK supplied to own country (in MT) (5)	Total BI-FLUORESCENT INK supplied (3+5) (in MT) (6)
		Quantity (in MT) (3)	Country (4)		
(1)	(2)				
(a)	01 st Jan 2013 to 31 st Dec 2013				
(b)	01 st Jan 2014 to 31 st Dec 2014				
(c)	01 st Jan 2015 to 31 st Dec 2015				
(d)	01 st Jan 2016 to 31 st Dec 2016				
(e)	01 st Jan 2017 to 31 st Dec 2017				

5. The annual capacity of the bidder to manufacture and supply of **BI-FLUORESCENT INK**: _____

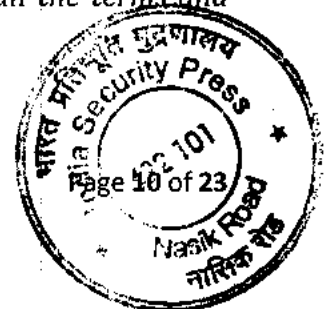


6. Financial details for last three years (to be certified by independent CA/ CPA)

Sr. No.	Financial year	Annual Turnover (in.....)	Profit/ Loss (in.....)	Net worth (in.....)	Remarks
(a)	2015/ 2014-2015				
(b)	2016/ 2015-2016				
(c)	2017/ 2016-2017				

7. **Following undertakings are to be enclosed with application:**

- (a) Undertaking that the product supplied by the bidder to India is exclusive and is a separate product offered to India which cannot be replicated by other countries.
- (b) Undertaking that the operations carried out in Pakistan/China, if any, will be suitably firewalled from the contract / operations in India and no Pakistani/Chinese national or a person of Pakistan/China origin will be engaged by the company for this project.
- (c) Undertaking that if the company/bidder firm is found indulging in acts inimical to India's national security, the tender/contract is liable to be terminated.
- (d) Undertaking that the company shall inform the department/purchaser regarding criminal case(s), if any, registered against the company, owner, promoter or any of its directors after the issue of award of contract.
- (e) Undertaking that the authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract i.e. Power of Attorney of the authorized signatory.
- (f) Undertaking not to reveal the specifications etc. of the Bi-Fluorescent Ink contained in the main tender documents to any third party.
- (g) Undertaking that the information given in the documents are correct and the bidder firm/Principal Manufacturer/Agent is aware that in case any information provided is found to be false at a later stage, ISP reserves the right to reject/ disqualify their tender at any stage of the tendering process without assigning any reason.
- (h) Declaration that the bidder firm/Principal Manufacturer/Agent has not been blacklisted/ debarred by any government agency/PSU/Reputed Organisation.
- (i) Undertaking not to supply India specific Bi-Fluorescent Ink to any other third party/country and it will be responsible to maintain secrecy, security and exclusivity in case a contract is awarded.
- (j) Undertaking of accepting all terms and conditions of PQB and abide by it without any counter conditions. The statement of the undertaking shall be as follows:
"We agree to withdraw all deviations, if any, unconditionally and accept all the terms and conditions of the tender document".
- (k) Duly signed "Pre bid / Pre Contract Integrity Pact" need to be enclosed.



8. Checklist for submission of all the documents as per PQB requirement:

Sr. No.	Description	Submitted / Not submitted	Page No.
1.	Documentary evidence towards experience as per clause 1 (a) of Section II.		
2.	Documentary evidence towards capacity as per clause 1 (b) (i) of Section II		
3.	Documentary evidence towards capability (two countries) as per clause 1 (b) (ii) of Section II		
4.	Documentary evidence towards Financial data as per clause 1 (c) (i) of Section II		
5.	Documentary evidence towards Financial data as per clause 1 (c) (i) (ii) of Section II		
6.	Documentary evidence towards Financial data as per clause 1 (c) (iii) of Section II		
7.	Details of the ownership of the company and details of owners/ directors along with complete addresses of the owners/ directors and their other activities as per section VIII "Key Personnel details."		
8.	Power of attorney for signing the bid document as per clause No. 5 (c) of section II		
9.	Names of organization(s)/ firm(s) with addresses and telephone numbers, fax numbers, email addresses for which they have supplied such BI-FLUORESCENT INK indicating the details and quantities supplied annually during the last five years as per clause No. 5 (a) of Section II		
10.	Documentary evidence towards Manufacturer's authorization letter, if required as per clause 5 (f) of Section II		
11.	Undertakings duly signed and stamped as per clause 6(a) to 6 (k) of section II		
12.	Undertakings duly signed and stamped as per clause 7 (a) to 7 (k) of section IV		
13.	Pre-bid/ Pre-Contract Integrity Pact as per Section VI		
14.	Duly signed and stamped PQB document		
15.	Duly filled in Annexure-I and Annexure-II, along with Section VIII		

Signature of Authorized Person

Name

Designation

Date

Seal of the company



SECTION V: 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 authorised 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 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.

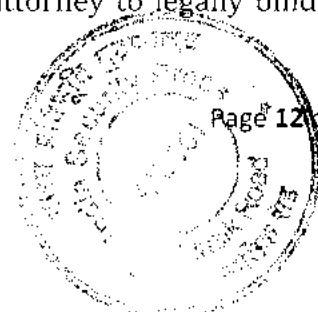
Yours faithfully,
.....
.....

[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 VI: PRE-BID/ PRE-CONTRACT INTEGRITY PACT

(To be signed on Plain Paper)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of ___ 2018 at Nashik, India.

BETWEEN

The Chairman and Managing Director, Security Printing and Minting Corporation of India Limited acting through, General Manager, India Security Press, Nashik, (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise requires his successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the BIDDER/ SELLER which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

PREAMBLE

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment/ item) and the BIDDER/ SELLER is willing to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking/ partnership / registered export agency constituted in accordance with the relevant law in the matter and the BUYER is a Company wholly owned by Government of India on behalf of its Chairman and Managing Director.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortion impact of corruption on public procurement and

Enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any

bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will during the pre-contract stage treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYERS will report to the General Manager of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:

3.1.1 The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees, brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.1.2 The BIDDER further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with Government/ buyer.

3.1.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.1.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary in connection with this bid/ contract.

3.1.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is committed to or intends to make

to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.1.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.1.8 The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.1.9 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.1.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.1.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.1.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER or alternatively, if any, relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.1.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings of transaction directly or indirectly with any employee of the BUYER.

4. Previous Transgression

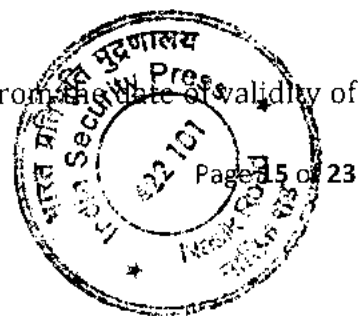
4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount specified in Section VI: List of Requirements as Earnest Money in the form mentioned in Clause 18 of section II: General Instructions to the Tenderers (GIT), with the BUYER.

5.2 The Earnest Money shall be valid up to a period of six months from the date of validity of tender.



Performance Bond/Security Deposit: · Shall be valid upto complete conclusion of contractual obligation to complete satisfaction of both bidder and buyer including warranty period.

5.3 In case of successful BIDDER a clause would also be incorporated in the clause pertaining to Security Deposit/ Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reasons for imposing sanction for violation of this pact. The Security Deposit/ Performance Bond shall be valid for five years or the complete conclusion for the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever required.

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

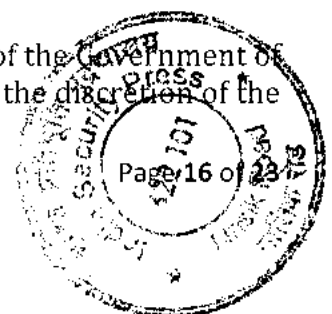
(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any, outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores; such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To en-cash the advance bank guarantee and performance bond/ warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.



(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other customer in India, Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar products/ systems or such systems was supplied by the BIDDER to any of these entities at a lower price then that very price with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Names and Addresses of the Monitors are listed in Section VII.

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions, neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all documents relating to project/ procurement, including minutes of the meeting.

8.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The Bidder will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor.

The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided subcontractor meeting would have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and should the occasion arise submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Book of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER including warranty period whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity pact at ___ on _____.

BUYER
(Name of the Officer)

BIDDER
(Name of the Officer)
CHIEF EXECUTIVE OFFICER



For and Behalf of the Chairman and
Managing Director

Designation

Witness

1. _____

2. _____

Witness

1. _____

2. _____

SECTION VII: LIST OF INDEPENDENT MONITORS

SPMCIL has appointed following independent external monitors:

- 1) Shri. Ashok Kumar Purwaha,
901, Prithvi Apartment, Plot No. 17,
Sector-52,
Opp. Tau Devilal Botanical and Biodiversity Park,
Gurgaon, Haryana.
- 2) Shri. K. K. Mehrotra,
Flat No. 406, Mecon Apartment,
Plot No. C-58/10, Sector-62,
Noida-201307, UP.



SECTION VIII: FORMAT FOR DETAILS OF KEY PERSONNEL

I. Details in respect of Company/ Firm-- Indian/Foreign)		Address of Head office, Regional offices and Registered office	Previous name of the company, if any	Details of earlier approvals, if any (ref. No. & date)
Sl. No.	Full Name of company and its foreign collaborator if any			

II. Details in respect of Directors								
Sl. No.	Full Name of Board of Directors / executives	Present position held with date (since when)	Date of Birth	Parentage	Present and permanent Address	Nationality	Passport Nos. and issue date, if any	Contact address and telephone number

III. Details of Shareholder of applicant Company (All firms/ Companies/ entities/ individuals having shareholding more than 10%)								
Sl. No.	Full Name	Parentage Father/ Mother	Date of Birth	Permanent Address	Present Address	Present Position held	Nationality (if holding dual nationality, both must be clearly mentioned)	% of Shares held in the Company

IV. Foreign company/Subsidiary company/holding company: Self declaration regarding presence/operation in Pakistan and china, if any.

V. Details of criminal cases, if any against the company/Director(s) as per attached **ANNEXURE-I**



SECTION IX: LETTER OF AUTHORITY FOR ATTENDING BID OPENING

To,
The General Manager

(Unit Address)

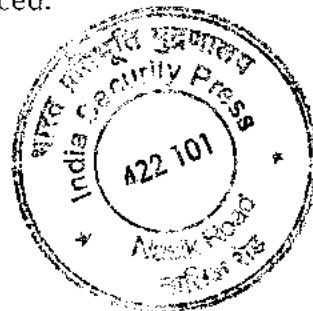
Subject: Authorization for attending bid opening on _____ (date) in
the tender of _____

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 one representative will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.



ANNEXURE-I

Self declaration for Company and Director(s) for whom security clearance is sought

- a. Name, address and registration number of the Company:
- b. Name and address of Owners, Promoters and Directors of the company:
- c. Is the Company owners, promoters or Directors listed above, the subject of any
1. Preventive detention proceedings (PSA/ NSA etc) : YES/ NO
 2. Criminal proceedings : YES/ NO
 3. Pending warrants : YES/ NO
 4. Attachment Proceeding : YES/ NO
- d. If, Yes, Please provide following details
1. Detention/ case/ FIR/ Warrant number :
 2. Police station/District/Agency :
 3. Section of law :
 4. Name and place of court :
- e. The above mentioned details are in respect of both India and any other foreign country

Note: The above self declaration is required to be filled and signed by the authorized signatory of the company.



ANNEXURE-II

Sr. No.	Question	Answer (Yes or No) if yes, give details.
1	Whether your company has supplied a similar product to Pakistan or China?	
2	Whether your Company has any operations in Pakistan or in China?	
2.1	If you have any operation with the above countries. Nature of Operation, details like year of operation, volume in terms of quantity and value, number of people involved.	
2.2	Whether it is joint venture or 100% ownership?	
3	If you have any operations with the above countries, how you will firewall the operations from Government of India?	
3.1	Certified that no employee who had previously worked or been posted in Pakistan or China and no Pakistani / Chinese national or person of Pakistani / Chinese origin will be engaged by the company for this project.	
3.2	Exclusive raw material/ processes to be used for this product for supply to India.	

In addition to the above, you are also requested to submit an undertaking that this product is exclusive and design/ parameter/ specification will be exclusive for India.



