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10020422	06.04.2018	V S DIGHE	APMS

Not Transferable

Security Classification:

TENDER DOCUMENT FOR PURCHASE OF: COTTON FABRIC BASED PASSPORT COVER MATERIAL

Tender Number: 6000011086/SY-15-20-124/RS/2018, Dated:
01.09.2018

This Tender Document Contains _____ Pages.

Details of Contact person in SPMCL regarding this tender:

Name: DEEPAK KUMAR VERMA
Designation: Deputy Manager (Technical)
Address: ISPN (India Security Press, Nashik)
India



Section1: Notice Inviting Tender (NIT)

6000011086 /SY-15-20-124/RS/2018

01.09.2018

(SPMCIL's Tender SI No.)

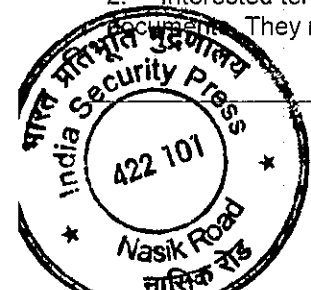
(Date)

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	Passport Cover Dark Blue rev. 580X545 mm RMTD000107	1150000.00 0 SHT	4406000.00INR 66200.00USD	THE FIRM MAY SUBMIT THE EMD IN THE CURRENCY EURO ALSO.EURO 55300
2	PASSPORT COVER SKY BLUE REV 580X545MM RMTD000108	23000.000 SHT		
3	PASSPORT COVER GREY 580X545 NEW RMTD000109	4000.000 SHT		
4	Passport Cover Saffron rev 580-x 545 mm RMTD000110	1500.000 SHT		
5	Passport Cover Off White rev 580x 545 mm RMTD000111	7000.000 SHT		
6	PASSPORT COVER LIGHT BLUE REV 580X545MM RMTD000112	60000.000 SHT		
7	Passport Cover Lemon Yellow rev. 580x545 RMTD000113	2000.000 SHT		
8	PASSPORT COVER RED REV 580x545 MM RMTD000114	1500.000 SHT		
9	PASSPORT COVER VIOLET REV 580x545 RMTD000115	1000.000 SHT		

Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	THREE-BID International Competetive Bid
Dates of sale of tender documents:	From 01.09.2018 to 22.10.2018 during office hours.
Place of sale of tender documents	INDIA SECURITY PRESS, NASHIK ROAD
Closing date and time for receipt of tenders	23.10.2018 14:30:00
Place of receipt of tenders	GREEN GATE, INDIA SECURITY PRESS, NASHIK ROAD
Time and date of opening of tenders	23.10.2018 15:00:00
Place of opening of tenders	INDIA SECURITY PRESS, NASHIK ROAD
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)	ASHESHBHAI AVINASHI Deputy Manager (HR)

2. 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.





SECURITY PRINTING AND MINTING
CORPORATION OF INDIA LIMITED

Tender Number:6000011086

3. Tender documents may be purchased on payment of non-refundable fee of Rs. 5600/- (Rs. Five Thousand Six Hundred only) Euro 75 OR USD 90 per set in the form of account payee demand draft/ cashier's cheque/ certified cheque, drawn on a scheduled commercial bank in India, in favour of SPMCIL, Unit ISP, payable at Nashik.
4. If requested, the tender documents will be mailed by registered post/ speed post to the domestic tenderers, for which extra expenditure per set will be Rs 590 for post. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
5. Tenderer may also download the tender documents from the web site www.spmcil.com and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped 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.
7. The essence of this tender is Price, delivery and adherence to Technical Specification. This tender is not a Development Tender. Bidders having proven track record of having manufactured and supplied similar material can only participate.
8. 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.
9. No correspondence beyond bid due date will be made for shortfall of documentary evidence. Such offers received with shortfall of documentary evidence will be summarily rejected.
10. The tender documents are not transferable.

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

For and on behalf of
.....



Section II: General Instructions to Tenderers (GIT)

Part 1: General Instructions Applicable to all type of Tenderers

PART I & II: GENERAL INSTRUCTIONS Applicable to all Types of Tenders

Please refer the link Click here or <http://ispnasik.spmcil.com/spmcil/UploadDocument/GIT.pdf> for further details.

GIT (Total pages: 32)

SUPPLIERS ARE REQUESTED TO DOWNLOAD 32 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DOCUMENT. PRINTOUT OF THIS PAGE IS NOT ACCEPTABLE.



Section III: Special Instructions to Tenderers (SIT)

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

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

Sl No	GIT Clause No	Topic	SIT Provision
1	4	Eligible Goods/ Services	SIT-1 (Mentioned below)
2	8	Pre-bid Conference	SIT- 2(Mentioned below)
3	9	Time Limit for receiving request for clarification of Tender Document	SIT- 3(Mentioned below)
4	11.2	Tender Currency	SIT-4 (Mentioned below)
5	12.11	Applicability of Octroi and local Taxes	SIT-5 (Mentioned below)
6	14	PVC Clause & Formula	Not Applicable
7	19	Tender validity	SIT-6(Mentioned below)
8	20.4	Number of copies of Tenders to be submitted	SIT-7 (Mentioned below)
9	20.9	E-Procurement	Not Contemplated
10	35.2	Additional Factors for Evaluation of offers	Not Applicable
11	43	Parallel Contract	SIT-8 (Mentioned below)
12	50.1, 50.3	Tender for Rate Contract	Not Applicable
13	51.1, 51.2	PQB Tenders	Pre-Qualification Criteria as per Section IX of SBD
14	52.1, 52.3, 52.5	Tender involving pre-production samples	SIT-9 (Mentioned below)
15	53.4, 53.5, 53.7	EOI Tenders	Not Applicable
16	54.3.1, 54.5.2	Tenders for Disposal of Scrap	Not Applicable
17	55.2, 55.3, 55.7, 55.8	Development/ Indigenization Tenders	Not Applicable
18	18.1	Earnest Money Deposit	SIT-10 (Mentioned below)
19	20.8	Submission of Tender	SIT-11 (Mentioned below)
20	24.4	Opening of Tender	SIT-12 (Mentioned below)
21	32	Conversion of Tender Currencies in Indian Rupee	SIT-13 (Mentioned below)
22	33	Evaluation Criteria	SIT-14(Mentioned below)
23	34	Comparison on CIF destination basis	SIT-15(Mentioned below)
24		Language of Tenders	The tenders are to be submitted in English Language only
	21.1	Correction in GIT Clause	SIT-16 (Mentioned below)



Tender Number:6000011086

SIT 1: Eligible Goods/ Services: All goods and related services to be supplied under the contract shall have their origin in India or other countries. The terms "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied. The Bidder should clearly mention the origin of the Material in the PQB.

SIT 2: Pre-bid conference: The pre-bid conference will be held on 17.09.2018 at 11.00 hrs IST. The prospective bidders interested to participate in this tender are requested to attend the pre-bid conference for clarifications on Tender document, at India Security Press, Nashik. The queries of Pre-bid conference if any, shall reach to GM, ISP, Nashik on or before 12.09.2018 in writing by Fax/mail.

SIT 3: Clarification of Tender Documents: A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with ISP Nashik in writing or by fax/ e-mail/ post. ISP Nashik will respond in writing to such request provided the same is received by ISP Nashik not later than 21 days prior to the prescribed date of submission of tender. In case the clarifications are not given by ISP Nashik in stipulated time frame then the bidder must strictly follow the tender terms and conditions. Copies of the query and clarification, if any, shall be sent to all prospective bidders who have purchased the bidding documents.

SIT 4: Tender Currencies: The domestic Bidders should quote in Indian Rupees only. Foreign Bidders should quote either in INR/ Euro/ USD. Bidders are requested to quote price within two decimal places. Quotation with price quote beyond two decimal places will be ignored.

SIT 5: Wherever GST is applicable, the following may be noted:

- (i) The tenderer should quote the exact percentage of GST that they will be charging extra.
- (ii) The supplier while claiming the payment shall furnish the following certificate to the paying authorities:

We hereby declare that additional set offs/ input tax credit to the tune of Rs. Has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.

SIT 6: Tender Validity

(i) The tenders shall remain valid for acceptance for a period of 180 days after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

(ii) In exceptional cases, the tenderers may be requested by ISP Nashik to extend the validity of their tenders upto a specified period. Such request(s) and response thereto shall be conveyed by surface mail or by fax/ e-mail followed by surface mail. The tenderers who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD (if applicable) accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

(iii) In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for ISP Nashik, the tender valid shall automatically be extended upto the next working day.

(iv) Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.



SIT 7: Number of copies of Tenders to be submitted:

Tenderer shall submit their tender in "Duplicate".

SIT 8: Parallel Contracts:

(i) **Requirement of Purchase Preference: Purchase preference (L1+20%) shall be given to local suppliers in this procurements undertaken by ISP in the manner specified hereunder:**

(ii) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

(iii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local suppliers quoted price falling within the margin of purchase preference (i.e. L1+20%), and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local suppliers fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference (i.e. L1 +20%) shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is till left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

Note: In the case, No participating local supplier is found eligible, the provision of parallel contract may be exercised. The provision of parallel contract is as under:

(a) The bidder firm should not quoted for less than 25% of the tendered quantity; otherwise their offer would be considered as unresponsive.

(b) 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.

(c) 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.

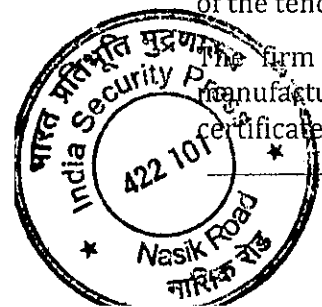
(d) However, purchaser also reserves the right to place Purchase Order for the 100% tendered quantity on the lowest qualified bidder in case any of the L2, L3 and so on does not accept L1 rates.

SIT 9: Pre Production Sample: The successful bidder(s) shall supply 1000 sheets of Cotton Fabric Based Passport Cover Material (Buckram) in Dark Blue Colour as a pre-production sample within 45 days from the date of issue of letter of Intent for trial on Machine.

SIT 10: Earnest Money Deposit: The required EMD as mentioned in Section VI: List of requirements can be submitted either by principal manufacturer or his authorized agent. The EMD shall be valid for a period of 60 days beyond Bid Validity i.e.240 days (180 + 60 days). In case of shorter validity, the tender shall be treated as unresponsive. The EMD should be in the currency of INR/ EURO/ USD only.

EMD to be submitted only in the form of Account Payee Demand Draft / Banker's Cheque /FDR and shall be drawn from any 'Scheduled Commercial Bank' in India in favour of SPMCIL unit ISP, Nasik Road payable at Nashik. EMD may also be submitted in the form of Bank Guarantee issued/confirmed by Scheduled Commercial bank in India in the proforma given in Section XIII of the tender document.

The firm who are registered under NSIC, DGS&D, Micro & Small Enterprises (MSE) for manufacturing of similar item may be exempted from submitting the EMD on producing valid certificate. The certificate should clearly indicates the stores details similar to India Security



Press requirement and the validity of the certificate (Valid upto XXXXXX) otherwise, certificate will not be considered for exemption of EMD.

SIT 11: Submission of Tender: Pre-Qualification Bid, Techno-commercial bid and the Price Bid are to be submitted in Three Separate double sealed Envelopes which will put into another big envelop subscribed Tender references on or before the due date of the submission of the tender as stated below otherwise tender/ bid / quotation shall be liable for rejection.

PART I : PQB (QUALIFYING CRITERIA) - (First Envelope)

(i) Tender Fee: Tender fee of Rs. 5,600 or Euro 75 or USD 90 should be submitted along with the PQB in form of Demand Draft/Bankers Cheque/Cashiers Cheque drawn from any "Scheduled Commercial Bank" in India, in favour of SPMCIL, Unit ISP, Nasik Road payable at Nashik.

(ii) Earnest Money Deposit:

Rs. 44,06,000 or Euro 55300 or USD 66200.

EMD must be submitted along with the tender in form of Demand Draft/Fixed Deposit Receipt/Bankers cheque issued by Scheduled Commercial Bank in India in favour of SPMCIL unit ISP payable at Nashik, or in the of form of Bank Guarantee issued/confirmed by Scheduled Commercial Bank of India in the proforma given in Section XIII. If the EMD submitted in the form of Bank Guarantee from foreign bank by the foreign bidder, the same should be countersigned by Indian Scheduled Commercial Bank failing which the offer will be ignored.

The firm who are registered under NSIC, DGS&D, Micro & Small Enterprises (MSE) for manufacturing of similar item may be exempted from submitting the EMD on producing valid certificate. The certificate should clearly indicates the stores details similar to India Security Press requirement and the validity of the certificate (Valid upto XXXXXX) otherwise, certificate will not be considered for exemption of EMD.

(iii) Power of Attorney/ Authorisation with the seal of company indicting that authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract.

(iv) The eligibility criteria for the tender are given in **Section IX- Qualification/ Eligibility Criteria (PQB)**. The bidder have to submit all the desired documents and relevant documentary proof in support of relevant clauses mentioned in Section IX: Qualification/ Eligibility Criteria (PQB). The Qualifying Criteria should be submitted in original.

Part -II: Techno-Commercial bid (Second Envelope)

(i) The tenderer shall submit detailed techno-commercial offer as per Technical Specifications mentioned as per Section-VII and List of Requirement as per Section-VI of the tender document.

(ii) The tender has to submit sealed and signed tender document by authorized signatory of the tenderer as a token of acceptance of all section/ terms and conditions of this tender document (GIT, SIT, GCC & SCC, Quality Control Requirement, List of Requirement, Technical Specification, Tender form etc.)



Part-III: Price Bid (Third Envelope)

The tenderer shall quote their prices strictly as per the proforma given in Section-XI of the Tender document. Overseas Bidders have to quote prices both FOB as well as CIF basis as per table (a). No additional/ extra item with price shall be included other than that of **Section XI**.

NOTE:-

- i. Each envelopes containing bids shall be super scribed as, Pre-Qualification Bid, Techno-commercial Bid and Price Bid separately as the case may be for Procurement of Cotton Fabric Based Passport Cover Material: 1250000 sheets. The sealed envelopes shall be again put in another big envelope and super scribed as tender for Procurement of Cotton Fabric Based Passport Cover Material: 1250000 sheets.
- ii. If the tender is not submitted as per above format, offer/ bid/ tender will be liable for rejection.
- iii. Late Tender shall not be accepted. Tenderer shall submit their offer only on prescribed form. Tenders by fax/ email shall not be accepted. Tender by Post/hand/courier received on or before the due date and time shall be accepted. Postal delay/ delay by courier services etc. shall not be condoned, what so ever reason may be.

SIT 12: Opening of Tender: The tender will be opened at the prescribed time and date. These bids shall be scrutinized and evaluated with reference to the parameters prescribed in the Eligibility criteria and parameters prescribed in the tender document by the competent committee/ authority.

SIT 13: Conversion of Tender Currencies in Indian Rupee:

The quoted prices in different currencies of bidders will be converted into single currency viz Indian Rupees (INR) for the purpose of equitable comparison and evaluation on the basis of prevailing BC selling exchange rates of State Bank of India as on the date of opening of Price bid.

SIT14: Tender Evaluation Process:

- 14.1 In the first instance, the Qualifying Criteria of the Pre-Qualification Bid of Tender document will be considered for the evaluation. These offers/ bid will be scrutinized and evaluated by the committee/ authority with reference to the parameters prescribed in the eligibility criteria (**Section IX**). **Conditional offers will be liable for rejection.**
- 14.2 Thereafter the **Techno-commercial part** of the Pre-Qualification Bid Qualified firms will be considered for the evaluation in second stage at a later date and time for further scrutiny and further evaluation. The technical acceptance of the bids is on the basis of **Technical Specifications** offered by the bidders as per **Section -VII** Technical Specification and Section-VI List of Requirement of the tender document and acceptance of the terms and conditions as per Section-VI, GIT, SIT, GCC, SCC, other conditions of tender.
- 14.3 In the third stage, the Price Bid of only the technical acceptable offers (as mentioned second stage) will be opened for further scrutiny and evaluation. The evaluation criteria for awarding the contract shall be to L1 bidder as per **Section-XI Price Bid.**

The intimation regarding opening of Technical and price bids shall be given to qualified tenderers to enable them to attend the technical and price bid opening, if they so desire.



SIT 15:Price bid evaluation:

15.1 In case of indigenous offer, the prices quoted shall be compared on FOR ISP Nasik basis which includes all taxes, duties, packing and forwarding charges, freight, insurance, etc. as per the price schedule.

15.2 In case of foreign offer, the tenderer will be required to quote on FOB as well as CIF basis. The CIF price will be multiplied by the exchange rate between Indian Rupees and the quoted Foreign Currency, prevailing as on the date of opening of the price bid. The applicable rate will be "BC selling rate" of State Bank of India. Basic Customs duty (BCD) @ 10% on Assessable value (CIF Value + 1 % of CIF Value), Social Welfare Surcharge (SWS) @ 10% on BCD and IGST @ 12% on Assessable value + BCD+SWS will then be added to the converted CIF price of INR. On this net price, 1% of CIF Value will be added towards charges for port clearance and forwarding charges and estimated average inland freight up to destination to arrive at the total landed price of the Cotton Fabric Based Passport Cover Material. In case the overseas firm has given FOB charges only then the freight and insurance amounting to 11% of FOB cost shall be added to make it CIF Cost. Remaining charges to arrive at FOR will be same as mentioned above.

15.3 For the purpose of comparison, the total FOR price of indigenous offer shall be compared with the total landed price of import offer.

SIT16: Corrections in GIT Clauses:

GIT CLAUSE	WRITTEN AS IN GIT	CORRECTED AS IN SIT
21.1	In 3 rd line of procurement manual the words "para 11 of NIT"	"Para 1 of NIT"
21.1	In 6 th line of procurement manual the words "Clause 11 of NIT"	"Clause 1 of NIT"
24.1	In 2 nd line of procurement manual the words" Clause 11 of NIT"	"Clause 1 of NIT"
18.4	In third line of last para of procurement manual the words "Clause 33 of NIT"	"Clause 3 of NIT"
10.1	10.1(a) second line "clause no.19.19"	"Clause 19.4 of GIT"



Section IV: General Conditions of Contract (GCC)

Please refer the link [Click here or http://ispnasik.spmcil.com/spmcil/UploadDocument/GCC.pdf](http://ispnasik.spmcil.com/spmcil/UploadDocument/GCC.pdf) for further details
GCC (Total pages: 28)

SUPPLIERS ARE REQUESTED TO DOWNLOAD 28 PAGES BY CLICKING THE ABOVE SAID LINK AND
SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DCOUMENT. PRINTOUT OF THIS
PAGE IS 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)

Sl.No	GCC Clause No.	Topic	SCC Provision
01	8.2	Packing and Marking	As Applicable
02	11.2	Transportation of Domestic Goods	SCC-1 (Mentioned Below)
03	12.2	Insurance	SCC-2 (Mentioned Below)
04	14.1	Incidental Services	Not Applicable
05	15	Distribution of Dispatch Documents for clearance/ Receipt of Goods	SCC-3 (Mentioned Below)
06	16.2, 16.4	Warrantee Clause	SCC-4 (Mentioned Below)
07	19.3	Option Clause	SCC-5 (Mentioned Below)
08	20.1	Price Adjustment Clause	Not Applicable
09	21.2	Taxes and Duties	SCC-6 (Mentioned Below)
10	22, 22.1, 22.2, 22.4, 22.3, 22.6	Terms and Mode of payments	SCC-7 (Mentioned Below)
11	24.1	Quantum of LD	SCC-8 (Mentioned Below)
12	25.1	Bank Guarantee and Insurance for Material Loaned to Contractor	Not Applicable
13	33.1	Resolution of Disputes	As applicable
14	36.3.2, 36.3.9	Disposal/ Sale of Scrap by Tender	Not Applicable
15	5	Country of Origin	SCC-9 (Mentioned Below)
16	6	Performance Bond/ Security	SCC-10 (Mentioned Below)
17	9	Inspection and Quality Control	SCC-11 (Mentioned Below)



SCC 1: Transportation of Goods: The transportation of goods to be procured will be done by the supplier on FOR ISP Basis for Indigenous and or FOB basis for overseas supplier. The total cost of the transportation should be indicated in the price bid of the item to be procured.

SCC 2: Insurance: Since Indigenous bidder has to deliver the material on FOR ISP Nashik basis therefore the cost of the insurance will also the part of the cost of the material borne by the supplier. Overseas bidder shall indicate the Insurance charges separately in the price bid (refer clause SIT 15.2 for further reference).

SCC 3: Distribution of Despatch Documents for Clearance/ Receipt of Goods: The supplier shall send all the relevant despatch documents well in time to ISP Nashik to enable ISP Nashik to clear or receive (as the case may be) the goods in terms of the contract.

SCC 4: Warranty Clause: The tenderer shall provide the warranty for a period of 12 months from the date of acceptance of material at ISP.

SCC 5: Option Clause: The purchaser reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period.

SCC 6: Taxes and Duties: If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.

SCC 7: Terms and Mode of Payment:

The payment shall be made in the following manner:

(A) Indigenous supplier: 100% payment against each delivery of cost of material shall be made within 30 days against actual receipt of Cotton Fabric Based Passport Cover Material (Buckram) in acceptable condition with bill in triplicate at India Security Press, Nashik Road

(B) Foreign supplier:

100% Payment shall be made through irrevocable letter of credit in the following manner:

(a) 80% FOB value of the goods against each lot will be arranged on receipt of following shipping documents after dispatch.

(i) Complete set of clean Bill of Lading showing the complete goods have been actually shipped on board.

(ii) Signed invoices in sets of quadruplicate stipulating specification reference for item indicating cost and quantity.

(iii) Certificate of Country of Origin, issued by Chamber of Commerce.

(iv) Copies of packing list in quadruplicate stipulating individual items, quantity, weight and dimension details of each packing case.

(v) Inspection Certificate. The required inspection certificate duly signed by purchaser representative and supplier representative. If inspection certificate has been waived, then Quality Test Certificate.

(vi) Original copy of Bill of Lading.



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(vii) Two sets of non-negotiable dispatch documents, to be sent by courier services to the PURCHASER immediately after dispatch of consignment.

(viii) Catalogue, technical write up/literature for customs clearance purpose.

(ix) Certificate of No Agency Commission payable to any Indian agent involved in this transaction.

(b) Balance 20% of the FOB value of goods against each lot shall be paid on submission of Final Acceptance Certificate issued by the Purchaser on receipt of goods, acceptance and suitability by the user department, through seller bank.

(c) 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

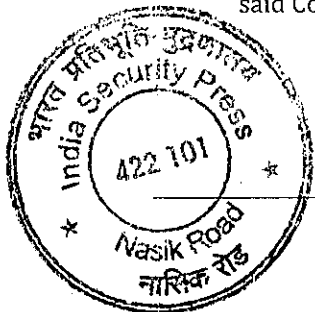
SCC 8: Quantum of Liquidated damages: If the supplier fails to deliver any or all the goods or fails to perform the services within the time frame(s) incorporated in the contract, ISP Nashik shall, without prejudice to other rights and remedies available to ISP Nashik under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½ % (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 the 10% the delayed goods' or services' contract prices(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 shall also apply.

SCC 9: Country of Origin: The country of origin of the goods/ machine shall be clearly mentioned.

SCC10: Performance Bond/ Security: The successful bidder has to submit Performance Bond / Security equivalent to 10% of the order(s) value valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty period within 21 days from the date of issue of Letter of Intent.

SCC11: Pre-Despatch inspection:

(a) At the discretion of the Chairman and Managing Director ,Security Printing and Minting Corporation of India Limited or The General Manager, India Security Press, Nasik, Maharashtra, authorized official(s) will carry out Pre-shipment inspection at manufacture's site. All expenses towards the travel, boarding, lodging, miscellaneous expenditure and daily allowance allowances shall be borne by the purchaser .in the event that the purchaser is not able to depute its representative; it shall issue specific authorization to the supplier to dispatch the said Cotton Fabric based Passport Cover Material with waiver certificate.



Tender Number:6000011086

(b) The inspection procedure and the arrangement will be according to the contract agreed mutually between the supplier and the purchaser.



Section VI: List of Requirements

Schedule No.	Brief description of goods and services (Related Specifications etc are in Section-VII)	Accounting Unit	Quantity	Amount of Earnest Money
1	Cotton Fabric Based Passport Cover Material (Buckram) in size 580 mm X 545 mm of assorted colours as given below	Sheets		INR 44,06,000 or USD 66200 or Euro 55300
A	Dark Blue		1150000	
B	Sky Blue		23000	
C	Grey		4000	
D	Saffron		1500	
E	Off White		7000	
F	Light Blue		60000	
G	Lemon Yellow		2000	
H	Red		1500	
I	Violet		1000	

1. Required terms of Delivery:

- (a) Required Delivery Schedule : (i) 1000 sheets of Dark Blue Colour as a Pilot Batch has to be supplied within 45 days from the date of issue of Letter of Intent. The result of the trial of pilot batch shall be provided within 15 days of receipt of Pilot Batch at ISP. Bulk supply shall start after the receipt of acceptance of pilot batch in writing from ISP, as per the below schedule:
- (ii) 125000 sheets per month in subsequent 09 months.
- (iii) Remaining 124000 sheets in 10th Month.

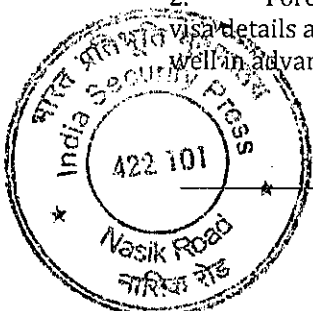
Note: (i) The assorted colours requirement will be given within the above delivery schedule with one month notice from ISP.

(ii) The detailed delivery schedule shall be provided in Purchase Order.

(iii) The quantity of the assorted colour may be varied and shall be adjusted against the other colours within the limit of the total ordered quantity.

- (b) Required Terms of Delivery : FOB Basis: For Overseas firms
FOR ISP, Nashik Road basis: for Indian firms
- (c) Destination : India Security Press,
Nashik Road-422 101.
Maharashtra, India
- (d) Preferred mode of transportation : (a) By Sea/ Air for Overseas firms
(b) By Road: for Indian Firm.

2. Foreign national desirous of attending tender opening should forward their bio-data/ passport, visa details and letter of Authority for attending a bid opening as per Section XVII of the Tender document well in advance.



3. All the copies of tenders shall be complete in all respects with all their attachments/ enclosures duly numbered and signed on each and every page.

4. The total cost inclusive of all elements as cited above on FOB/ FOR India Security Press, Nashik Road (Maharashtra), India, basis should be indicated clearly both in words and figures in the price bid.

5. Price bid should be submitted as per section XI of this tender document.

Rate quoted should be on firm price basis. Vague offers like duties as applicable shall not be considered.

6. RISK PURCHASE:

(a) If the supplier after submission of tender and due acceptance of the same, i.e. after placement of notification of award of contract fails to abide by the terms and conditions of these tender documents, or fails to supply the Material as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:

(i) Forfeiture of the EMD and

(ii) Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from other agencies at the risk and 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, including excise duty, taxes, insurance, freight etc.

(b) For all the purpose the Notification of award of contract (Letter of Intent) 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.

(c) In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the supplier.

7. FALL CLAUSE:

If the contract holder 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 organization 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. Bank Details:

The bidder has to give Bank details as per format given as below:

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



9. The Bidder has to submit the Check list as per Format given below along with the PQB Documents (First Envelope).

Sr.No	Description	Submitted /Not Submitted	Page No.
1.	Tender form fee		
2.	EMD		
3.	Power of Attorney of the Authorized Signatory duly Authorized by a person not below the Director level of the bidder firm for signing this Tender document.		
4.	Documentary evidence towards Experience as per clause 1(a) of section IX		
5.	Documentary evidence towards capability as per clause 1(b) of section IX		
6.	Documentary evidence towards Financial data as per clause 1 (c) (i), (ii) & (iii) of section IX		
7.	List of Customers as per Note (1) of Section IX.		
8.	Copy of PAN/ GST Registration Certificate of bidder and Manufacturer as per clause 7 (iii) of Section IX.		
9.	Documentary evidence towards Non Black Listing Declaration as per clause 6 (a) of section IX		
10.	Undertakings as per clause No. 6 (b) to (d) of Section IX: Eligibility Criteria		
11.	Documentary evidence towards Manufacturers Authorization as per clause 5 of Section IX		
12	Integrity pact duly filed, signed and stamp on each and every page.		

10. The Bidder has to submit the Check list as per Format given below along with the Technical Bid (Second Envelope):

Sr.No	Description	Submitted /Not Submitted	Page No.
1.	All pages of the tender documents (including GIT, GCC, SIT, SCC, List of requirements, Technical specification, quality requirements, etc.) duly signed and stamped by the Authorized signatory of the bidder.		
2.	Adherence to the Technical Specification as per Section VII on Bidder's Letter Head.		
3.	Adherence to the Quality Control Requirements as per Section VIII on Bidder's Letter Head.		
4.	Adherence to the Delivery Schedule as per Section VI on Bidder's Letter Head.		

11. The Bidder has to submit the Check list as per Format given below along with the Price Bid (Third Envelope):

Sr.No	Description	Submitted /Not Submitted
1	Price Bid as per Section XI: Price Bid of tender document	



Section VII: Technical Specifications

ITEM: PASSPORT COVER MATERIAL/ BUCKRAM

I. GENERAL REQUIREMENTS:

The material is to be used as a long-lasting protective cover of Passport Booklets containing printed paper and other substrate. The cover material should be cotton fabric impregnated with Polyurethane / Acrylic coating/ PMMA any other suitable non-migratory resinous coating material. It should be free from size and other foreign materials. The coating shall be only one side of the fabric and free from pinholes and blemishes.

2. The cover material should be uniform in thickness and glossy finish, free from defect like bubbles, blisters, creases and foreign matters etc. It shall not have tendency to curl when cut in pieces of required size. The sheets to be delivered in the size of 580 X 545 mm.

II. CHARACTERISTICS OF BASE CLOTH

Sr No.	Properties	Unit of Measurement	Parameters / value	Test Method
1	Basic Fabric	GSM	The fabric shall be Pre-Shrink made up of cotton yarn and free from any manufacturing defects. It shall be receptive to water/ Acrylic/ PVA base synthetic adhesive to be used to bind the Buckram and inner cover made up of paper/ tear resistant cellulose base substrate/ synthetic substrate.	ISO 536:2012
2	Yarn		Shall be single ply	
3	Thread count	Thread/sq inch	Not less than 115 thread/ sq. inch	IS 177:2008
4	Weave		Drill	IS 177: 2008
5	Thickness of the base cloth	mm (min)	0.5	IS 5084:2008
6	Weight of the Base Cloth	GSM	190 (±) 10	IS 1964/2010 & IS/177
7	Breaking Strength a) Warp direction b) Weft direction	Kg/ 5 cms width (min)	650 Newton 450 Newton	IS 1969/2010
8	Dimensional Stability	% (max)	5	IS 1259:2012

III. CHARACTERISTICS OF FINISHED CLOTH (BUCKRAM):

Sr No.	Properties	Unit of Measurement	Parameters / value	Test Method
1	Dimensional stability	% (max)	The finished material shall not have more than 2% shrinkage	IS 1259/ 2012 or latest
2	Thickness	mm (min)	0.35 (±) 0.2	By Standard thickness Gauge
3	Weight of the finished cloth	GSM	360 (±) 20	ISO 536: 2012

4	Stiffness test (Bending length)	mg cm (length wise) minimum	Wrap direction: 9 (±) 1 Weft direction: 8(±)1	ISO 9073-1:1989
5	Breaking strength	Kg/ 5 cms width (Min)	800 Newton 600 Newton	IS 1969:2010
6	Effect on coating after lamination		Appearance of coating should remain unchanged	Examination under stereomicroscope after lamination up to 180°C temp for 1 min under normal daylight
7	Colour		As per shade of the cover material. The value of L, a, b of different shades will be as per annexure.	IS-2-5631
8	Effect on colour (after lamination)		Colour of each shade of buckram shall not change after lamination at the temp. of 180°C.	L, a*,b* values will be measured after lamination under normal daylight and lamination under 180°C for 1 min.
9	Golden colour metallic foil stamping		After metallic foil stamping the surface of the buckram shall be uniform, clear, sharp, non-broken and of good quality using standard color / metallic golden color foil	Test to be carried out on hot stamping press under standard foil stamping condition (100°C to 120°C)
10	Effect of Golden colour metallic foil stamping after lamination		There should not be any change on the surface of cover material and the Gold Stamping on the cover shall not crack, fade, smudge or, come off during/ after lamination.	Test to be carried out in standard heat lamination at temp. 180°C for 1 min.
11	Cutting Property		After cutting to required size the material shall show no frayed edges and the coating material shall not crack when cover material is folded and pressed.	Visual inspection after cutting on Guillotine machine.
12	Offsetting Property		Stamping on front cover shall not offset on to back cover of adjacent next booklet, when booklets are squeezed with pressure during packing.	Examination after holding booklet under pressure clamp.
13	Resistance to damage by flexing/ folding		The cover material (Buckram) shall not show discoloration or cracking up to 30,000 cycles	IS 1259: 2012
14	Colour fastness to dry and wet rubbing	Glass wool scale	Minimum 4. There shall be no discoloration or, change in the original shade of the finished cloth (buckram) after dry and wet rubbing.	IS 1259:2012
15	Accelerated fading test		There shall be no change in colour of the buckram after 72 hours of exposure to humid condition.	IS 1259: 2012



16	Surface resistance to:			
	(a) Ethyl Alcohol (99%)		Ethyl Alcohol: There shall be no change in the grain and original shade or, deterioration of the finished cloth buckram.	Keep a small piece of the sample in the said solution for 10 minutes and observe.
	(b) Normal Water		There shall be no change in the grain and original shade or, deterioration of the finished cloth buckram	Keep a small piece of the sample in the said solution for 10 minutes and observe.
	(c) Human perspiration (artificial)		Human perspiration (artificial): guide on chemical composition of perspiration, as per standard ISO 105-E04 2013 (Acid and Alkaline perspiration). There shall be no change in the grain and original shade or, deterioration of the finished cloth buckram.	Keep a small piece of the sample in the said solution for 10 minutes and observe.
	(d) Lubricating Oil		There shall be no change in the grain and original shade or, deterioration of the finished cloth buckram.	Keep a small piece of the sample in the said solution for 10 minutes and observe.
	(e) Standard detergent		As per AATCC standard reference detergent 1993 (without optical brightener). There shall be no change in the grain and original shade or deterioration of the finished cloth buckram	Keep a small piece of the sample in the said solution for 10 minutes and observe.
17	Gloss: 75°	%	20-35	IS-8254 Part 1: 2017

IV. PACKING:

The buckram sheets are to be packed in Card Board of suitable strength as well as should be waterproof:

Each packet shall have 250 sheets.

1. The sheets shall be supplied in packet and each packet should be secured and wrapped in waterproof Kraft Paper (min. 150 GSM) or heavy corrugated five-ply Paper or Asphalt Laminated Paper in such a manner to protect from moisture and damage from other environmental factors.

V. TEST REPORT:

The supplier shall submit test results of both physical and chemical properties for each batch to ISP along with supplies.



ANNEXURE

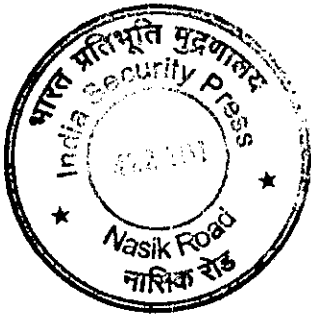
PARAMETERS OF "L,a,b" VALUES FOR DIFFERENT SHADES OF PASSPORT COVER MATERIAL (BUCKRAM) AT D65 LIGHT SOURCE:

Sr No.	Shade of Buckram	L*, a*, b* values			Remarks
		L*	a*	b*	
1	Dark Blue	23 ± 0.5	-0.1 ± 0.03	-3.1 ± 0.20	
2	Maroon	29.8 ± 0.4	-21.9 ± 0.2	6.9 ± 0.2	
3	Off-white	71.3 ± 0.3	-1.5 ± 0.3	-0.75 ± 0.05	
4	White	92.1 ± 0.3	-0.98 ± 0.03	2.33 ± 0.7	
5	Lemon Yellow	81.4 ± 0.3	-0.91 ± 0.06	47.9 ± 0.3	
6	Light Blue	42.37 ± 0.08	-8.65 ± 0.07	-14.60 ± 0.01	
7	Sky Blue	44.60 ± 0.15	-13.55 ± 0.10	-16.70 ± 0.4	
8	Grey	50.9 ± 0.2	-0.03 ± 0.03	-0.48 ± 0.05	
9	Red	39.60 ± 0.15	49.75 ± 0.3	25.50 ± 0.3	
10	Brown	29.5 ± 0.1	22.9 ± 0.3	6.9 ± 0.15	
11	Violet	27.2 ± 0.2	13.45 ± 0.20	-22.95 ± 0.15	
12	Parrot Green	56.95 ± 0.10	-34.60 ± 0.20	34.40 ± 0.15	
13	Olive Green	36.0 ± 0.2	-2.60 ± 0.1	13.6 ± 0.15	
14	Black	22.1 ± 0.2	0.15 ± 0.08	-0.25 ± 0.07	
15	Orange	52.55 ± 0.15	46.15 ± 0.15	44.9 ± 0.2	
16	Yellow	77.20 ± 0.1	14.75 ± 0.1	76.15 ± 0.15	
17	Saffron	50.35 ± 0.15	49.75 ± 0.20	33.80 ± 0.25	



Section VIII: Quality Control Requirements

The material supplied by the successful bidder will be accepted on manufacturer's test certificate from its own laboratory or a laboratory of repute conforming to all parameters as per specification as stated at Section VII. The purchaser reserves the right to get the material supplied against each lot tested from in-house laboratory or any other laboratory of repute and in case the material is found not meeting the specification, then the supplier has to replace the entire lot of material at free of cost on FOR ISP Nashik or purchaser shall be entitled to cancel the contract, and if so desired, purchase or authorize purchase of the material at the risk and cost of the supplier.



Section IX: Qualification/ Eligibility Criteria

1. The Bidder firm should meet following eligibility criteria to qualify in the pre-qualification bid:

(a) Experience and past performance:

The Bidder firm should have manufactured and supplied at least 118537.5 sq. meter of similar type of Cotton Fabric based Cover Material in any one year during the last five years i.e. 2013, 2014, 2015, 2016 and 2017.

Local suppliers are exempt under the "Make in India" scheme.

(b) Capability, equipment and manufacturing facilities:

The Bidder firm should have annual capacity to manufacture and supply at least 118537.5 sq. meter of similar type of Cotton Fabric based Cover Material:

The bidder firm should provide the following information

- (i) Name of the machine utilised to supply the quoted product.
- (ii) The number of machines being utilised for the production and the capacity of each machine.
- (iii) Total Annual capacity of Manufacturer.
- (iv) Supply orders in hand and proportionate capacity to supply the quoted amount.

The requirement stated under capability, equipment and manufacturing facilities are applicable to all the bidders including the local suppliers.

(c) Financial standing:

(i) Average Annual Turnover of the Bidder firm during last three financial years i.e. 2015, 2016 and 2017 in case the financial year is maintained calendar year wise or 2015-2016, 2016-2017, and 2017-2018 in case the financial year is maintained ending 31st March of a year, should be more than Rs. 6,60,90,000 or equivalent Euro 828300 or USD 992700.

Local suppliers are exempt under the "Make in India" scheme.

(ii) Bidder firm should not have suffered any financial loss for more than one year during last three financial years i.e. 2015, 2016 and 2017 in case the financial year is maintained calendar year wise or 2015-2016, 2016-2017, and 2017-2018 in case the financial year is maintained ending 31st March of a year.

(iii) The net worth of the bidder firm should not have eroded by more than 30% in last three financial years i.e. 2015, 2016 and 2017 in case the financial year is maintained calendar year wise or 2015-2016, 2016-2017, and 2017-2018 in case the financial year is maintained ending 31st March of a year.

Clause Nos. (c) (ii) and (iii) are applicable to all the bidders including local suppliers.



2. Quantities of similar type of Cotton Fabric based Cover Material supplied during last five years.

Sr. No	Year	Quantities of similar type of Cotton Fabric based Cover Material
		Quantity (in M ²)
(1)	(2)	(3)
(a)	2013	
(b)	2014	
(c)	2015	
(d)	2016	
(e)	2017	

3. The annual capacity of the Bidder to manufacture and supply of Cotton Fabric based Cover Material.

Sr. No		
(i)	Name of the machine utilised to supply the quoted product.	
(ii)	The number of machines being utilised for the production and the capacity of each machine.	
(iii)	Total Annual capacity of Manufacturer.	
(iv)	Supply orders in hand and proportionate capacity to supply the quoted amount.	



4. Financial details for last three years

I No	Financial year	Annual Turnover (in.....)	Profit/ Loss (in.....)	Net worth (in.....)	Remarks
(a)	2015/ 2015-2016				
(b)	2016/ 2016-2017				
(c)	2017/ 2017-2018				

5. **Manufacturer's authorization letter:** In case the bidder firm/ tenderer offers to supply "Cotton Fabric Based Passport Cover Material", which are manufactured by some other firm, the tenderer 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 tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under section XIV in this document. Also the 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.

6. The firm has to submit the following undertakings/ declarations:

- That they have not been black-listed/ debarred for dealing by Government of India/ PSU/ Reputed Organisation in the past.
- 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, ISP reserves the right to reject/ disqualify the bidder at any stage of the tendering process without assigning any reason.
- That the Operation carried in Pakistan/ China , if any, should be suitably firewalled from the contract/ operations with Government of India. Further, no employee who has previously worked or been posted in Pakistan/ China, and no Pakistan/ Chinese national or person of Pakistan/ Chinese origin should be engaged by the company for this project.
- We agree to withdraw all the deviations, unconditionally and accept the terms and conditions of the tender document including the technical specifications.

7. **Other Requirement for the Bidders:**

- The Tender should be submitted in English Language. The authenticated copies of the documents in support of applicant's claims may be submitted in English Language.
- The bidder has to submit Power of Attorney/ Authorisation indicating that authorized signatory is competent and legally authorized to submit the tender and / or enter into legally binding contract.
- The bidder must have enclosed the copy of PAN/ GST Registration Certificate.
- 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 participate**



through one authorized agent or one agent can participate on behalf of one Principal Manufacturer only.

8. Minimum Local Content: The minimum local content shall be 50%.
9. Verification of Local Content:
 - (a) The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - (b) The local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a participating cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Note:

- 1) All experience, past performance and capacity/ capability related/ data should 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 bidder will be verified from the parties for whom work has been done. Documentary evidence such as copies of Purchase Orders and experience certificates to be submitted against 1 (a) & 1(b).
- 2) All financial standing data should be certified by certified accountants e.g. Chartered Accountants (CA). Documentary evidence such as audited Financial Reports to be submitted against 1 (C). Bidders from outside India has to submit Audited Financial Reports translated to English Language and certified by Certified Public Accountant as per law of land.
- 3) If any Bidder participate on behalf of a principal Manufacturer, then all Eligibility Criteria as per para 1,2,3,4, & 6 are to be submitted by the Principal Manufacturer.
- 4) The tender is for manufacturers and suppliers who have proven capacity, capability and experience. This is not a Development Tender.
- 5) Please note that No further correspondence regarding short fall of documents in Eligibility Criteria will be made after bid due date.
- 6) Bids received with short fall of documents will be summarily rejected.
- 7) Bidders are requested to submit the documentary evidence as required above along with the bid documents, Bid/ Tender documents and all the pages should be signed and stamped by Authorized signatory along with page numbering.





Tender Number:6000011086

**SECTION X: TENDER FORM
ACCEPTANCE OF TERMS & CONDITIONS**

Date.....

To
The General Manager,
India Security Press,
(A unit of Security Printing and Minting Corporation of India Limited)
Nashik (Maharashtra) - INDIA
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 of XXXXX (total tender amount in figures and words), **to be mentioned only in the price schedule(s), attached herewith and made part of this tender.(Do not mention price component here. Price has only to be mentioned in Section XI: Price Schedule).**

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 further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

.....
(Signature with date)
.....
(Name and designation)
Duly authorized to sign tender for and on behalf of
.....





SECURITY PRINTING AND MINTING CORPORATION OF INDIA LIMITED

Tender Number: 6000011086

Section XI: Price Schedule

TABLE (a)

SUMMARY OF PRICE SCHEDULE (FOR OVERSEAS BIDDERS ONLY): PRICE SHOULD BE QUOTED ON FOB AND CIF BASIS To be quoted in INR/ USD/ EURO

Sr No	Description, Accounting unit and quantity offered	FOB price for each sheet	Port Destination	Insurance for each	Freight (Ocean) For each	CIF value for each	Quantity offered	Grand Total of CIF Value of offered quantity
1	2	3	4	5	6	7	8	9
1	Cotton Fabric Based Passport Cover Material (buckram)		Nhava Sheva/ Mumbai					

FOB price in words

CIF price in words

1. We confirm that there would not be any price escalation during the supply period.
2. We confirm that we will abide by all the tender terms and conditions and we do not have any counter conditions
3. Remarks, if any:
4. Price bids with conditions/ counter conditions are liable to be rejected.
5. The price bid should be submitted only as per the above format. No row/ column shall be left blank. Please indicate NA, in case the row/ column is "Not Applicable". Reason be recorded in "remarks" at Sr. No. 3 above. If the above format is not used or any row/column is left blank, then the bid will be liable for rejection without assigning any reason.

(Name and Signature with date)

Office Seal/Stamp





SECURITY PRINTING AND MINTING
CORPORATION OF INDIA LIMITED

Tender Number:6000011086

Section XI: Price Schedule
TABLE (b)

SUMMARY OF PRICE SCHEDULE (FOR DOMESTIC BIDDERS): PRICE SHOULD BE QUOTED ON FOR ISP, NASHIK ROAD BASIS IN INR ONLY.

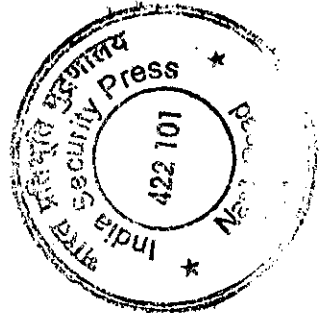
Sr No.	Item description	HSN Code	Basic price for each (Rs)	Packing and forwarding charges (Rs), if any each	Freight, Insurance, & other charges, if any including delivery at works (Rs) of each	GST@...% as applicable please specify (Rs) of each	Total price of Each (FOR ISP, Nashik Road) inclusive of GST, freight and insurance charges	Quantity offered	Total price of offered quantity (FOR ISP, Nashik Road) inclusive of GST, freight and insurance charges
1	2	3	4	5	6	7	8	9	10
1	Cotton Fabric Based Passport Cover Material (buckram)								

FOR ISP Nashik Road price in words.....

1. We confirm that there would not be any price escalation during the supply period.
2. We confirm that we will abide by all the tender terms and conditions and we do not have any counter conditions
3. Remarks, if any:.....
4. Price bids with conditions/ counter conditions are liable to be rejected.
5. The price bid should be submitted only as per the above format. No row/ column shall be left blank. Please indicate NA, in case the row/ column is "Not Applicable". Reason be recorded in "remarks" at Sr. No. 3 above. If the above format is not used or any row/column is left blank, then the bid will be liable for rejection without assigning any reason.

(Name and Signature with date)

Office Seal/Stamp



Section XII: Questionnaire

The tenderer should furnish specific answers to all the questions / issues 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 evasive answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

1. Brief description and of goods and services offered:

2. Offer is valid for acceptance up to

3. Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India:

Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.

4. Status :

a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and / or the National Small Industries Corporation (NSIC), New Delhi, and / or the present SPMCIL and / or the Directorate of Industries of the concerned State Government for the goods quoted ? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.

b) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act?

Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.

5. Please indicate name & full address of your Banker(s) :

6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Deptt. of Government of India or by any State Govt.

.....
(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

Whereas..... (here in after called the "Tenderer") has submitted its quotation dated.....for the supply of(herein after called the "tender")

Against SPMCIL's tender enquiry No

Know all persons by these present that weof.....

(here in after called the "Bank") having our registered office at

are bound unto.....(here in after called the "SPMCIL") in the sum

of.....

for which payment will and truly to be made to the said SPMCIL, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of20....

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 having been notified of the acceptance of his tender by SPMCIL 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 SPMCIL up to the above amount upon receipt of its first written demand, without SPMCIL having to substantiate its demand, provided that in its demand SPMCIL will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch



Section XIV: Manufacturer's Authorization FORM

To,
India Security Press, Nashik Rd
A Unit of Security Printing & Minting
Corporation of India Limited
(Wholly Owned by Govt. of India)
Nasik

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
..... here by authorize Messrs..... (name and address of the agent) to
submit a

tender, process the same further and enter into a contract with you against your requirement as contained in the
above referred tender enquiry documents for the above goods manufactured by us.

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

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

Yours faithfully,

.....

.....
[Signature with date, name and designation]

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





Section XV: Bank Guarantee Form for Performance Security

.....[insert: Bank's Name, and Address of issuing Branch or Office]

Beneficiary: [insert: Name and Address of SPMCIL]

Date:.....

PERFORMANCE GUARANTEE No.:

WHEREAS..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay SPMCIL up to the above amount upon receipt of its first written demand, without SPMCIL having to substantiate its demand.

This guarantee will remain in force for a period of forty five days after the currency of this contract and any demand in respect thereof should reach the bank note later than the above date.

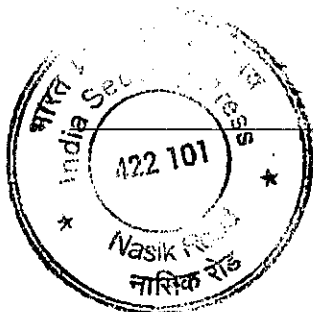
.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

.....
Name and designation of the officer

.....
Seal name& address of the Bank and address of the Branch



Section XVI: Contract Form

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

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

1. Name & address of the Supplier:

2. SPMCIL's Tender document No..... dated.....and subsequent Amendment No..... dated..... (If any), issued by SPMCIL

3. Supplier's Tender No..... dated.....and subsequent communication(s) No..... dated..... (If any), exchanged between the supplier and SPMCIL in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorization Form (if applicable for this tender);
- (ix) SPMCIL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 0 of 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:
 - (ii) Delivery schedule
 - (iii) Details of Performance Security
 - (iv) Quality Control
- (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
- (b) Designation and address of SPMCIL's inspecting officer
- (v) Destination and dispatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

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

For and on behalf of.....

Received and accepted this contract.....

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

For and on behalf of

.....
(Name and address of the supplier)

.....
(Seal of the supplier)

Date:

Place:





Tender Number:6000011086

Section XVII: Letter of Authority for attending a Bid Opening

The General Manager
India Security Press,
Nashik Road
Nashik 422 101 (Maharashtra)
India

Subject: Authorization for attending bid opening on ____ (date)
In the Tender of Cotton Fabric Based Passport Cover Material.

Following persons are hereby authorized to attend the bid opening for the tender mentioned on behalf of Above _____(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		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
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: 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 New Delhi, 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.

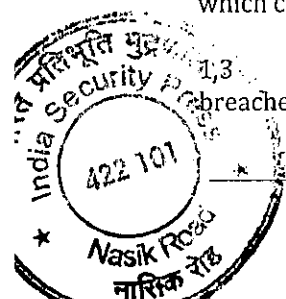
The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

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 of 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.

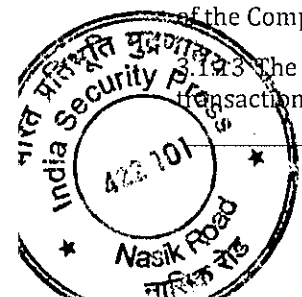
3.1.9 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. 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 sixty days beyond the bid validity i.e. 240 days 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.

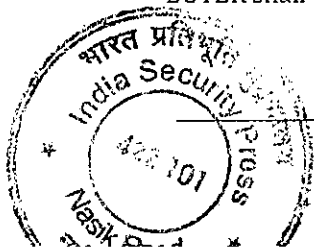
(ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(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 encash 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 than 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 NIT.

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 upto 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

BIDDER

(Name of the Officer)

(Name of the Officer)
CHIEF EXECUTIVE OFFICER

For and Behalf of the Chairman and
Managing Director

Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____



Annexure-II: 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 Devlal 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

