



SECURITY PAPER MILL,  
HOSHANGABAD - 461005 (M.P), INDIA  
(A Unit of Security Printing and Minting Corporation of India Limited)(Wholly  
owned by Government of India)  
(Miniratna Category-I CPSE & ISO 9001:2015 & ISO 14001:2015 CERTIFIED)  
Website:<http://spmhoshangabad.spmcil.com>  
E-Mail:[gm.spm@spmCIL.com](mailto:gm.spm@spmCIL.com) CIN: U22213DL2006GOI144763  
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GSTIN: 23AAJCS6111J3ZE

PR Number	PR Date	Indenter	Department
10023543	07.10.2019	NPP	NPP

Not Transferable

Security Classification:

## TENDER DOCUMENT FOR PURCHASE OF: COTTON COMBER

Tender Number: 6000014109/PM5/(C/C)/19-20/2665 Dated: 03.03.2020

This Tender Document Contains \_\_43\_\_ Pages.

Details of Contact person in SPMCIL regarding this tender:

**Name:** KISHOR ASHOK MANE  
**Designation:** Manager (MM)  
**Address:** SPMH (Security Paper Mill,Hoshangabd)  
India



Tender Number:6000014109

## Section1: Notice Inviting Tender (NIT)

6000014109 /PM5/(C/C)/19-20/

03.03.2020

(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	Cotton Comber RMCT000002	8500.000 MT	8620000.00INR USD 1,20,056	PAYABLE AT SECURITY PAPER MILL, HOSHANGABAD
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 04.03.2020 to 06.01.2020 during office hours.		
Place of sale of tender documents		SECURITY PAPER MILL,HOSHANGABAD		
Closing date and time for receipt of tenders		21.04.2020 11:00:00		
Place of receipt of tenders		SECURITY PAPER MILL,HOSHANGABAD		
Time and date of opening of tenders		21.04.2020 15:00:00		
Place of opening of tenders		SECURITY PAPER MILL, HOSHANGABAD		
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)		KISHOR ASHOK MANE Manager (MM)		

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website <http://spmshoshangabad.spmcil.com> or <http://eprocure.gov.in> for further details.

3. Tender documents may be purchased on payment of non-refundable fee of (Tender fee 5000 + GST 12%)= Rs.5600.00 & USD 78.00 One per set in the form of account payee Bank Guarantee/FDR/demand draft/cashier's cheque/ certified cheque, drawn on a scheduled commercial bank in India, in favour of "SECURITY PAPER MILL", payable at "HOSHANGABAD".

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.100/- for domestic post and Rs. 2500/- (Rupees Two Hundred) for international air-mail. 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 <http://spmshoshangabad.spmcil.com> or <http://eprocure.gov.in> 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.

Address for dropping the Tender Documents:-

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The Chief General Manager  
Security Paper Mill,  
Hoshangabad - 461005 (M.P.)  
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7. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase



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organisation, the tenders will be sold/ received/ opened on the next working day at the appointed time.

8. No Conditional Tender shall be accepted.

9. Any Security Breach by the Contracting will lead to:

- a. Termination of Contract
- b. Payment of damages

10. Adoption of Pre # Bid / Pre- Contract Integrity Pact separately attached herewith (Ref: Section XX, Total Pages-5). SPMCIL has appointed following independent external monitors:

a) Shri Ashok Kumar Purwaha, 901, Prithvi Apartment, Plot No.17, Sector-52, Opp. Tau Devilal Botanical and Biodiversity Park, Gurgaon, Haryana

b) Shri K.K. Mehrotra, Flat No.406, MECON Apartment, Plot No. C 58/10, Sector # 62, NOIDA 201307, UP

11. The tender documents are not transferable.

12. Enclosed: BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION (ANNEXURE-I)

(Kishor Mane)  
Manager (Material)  
For-Chief General Manager  
Security Paper Mill,  
Hoshangabad-461005 (M.P.)

Website: <http://spmhoshangabad.spmcil.com>  
E-MAIL:- kishor.mane@spmCIL.com, Neeraj.kumar@spmCIL.com  
Tel.No.07574-286776, 286847,  
Fax No.07574-255170

COPY TO: SK(G) / DGM(T)P / DM(F&A) - E mail

PR Creator: Sanjeev Gautam

.....

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

For and on behalf of

.....



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

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

Kindly refer <http://spmhoshangabad.spmcil.com/spmcil/uploaddocument/GIT.pdf> for further details.  
(GIT Contains 32 pages)



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

### **Part II: Additional General Instructions Applicable to Specific type of Tenderers**

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Kindly refer <http://spmshangabad.spmcil.com/spmcil/uploaddocument/GIT.pdf> for further details.  
(GIT Contains 32 pages)

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

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

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

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

Sr No	GIT Clause No.	Topic	SIT Provision
04	11.2	Tender Currency	Supplier is requested to quote price within 2 Decimal place.Quotation with price quote beyond 2 decimal place is ignored.
07	19	Tender Validity	165 DAYS
08	20.4	Number of Copies of Tenders to be submitted	SINGLE COPY (of tender doucment with Seal and Sign)
11	43	Parallel Contracts	Applicable (As per Tender Section-VI point no.12)



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

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Kindly refer <http://spmshangabad.spmcil.com/spmcil/uploaddocument/GCC.pdf> for further details.(GCC Contains 28 pages)

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

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

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

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

SI.No	GCC Clause No.	Topic	SCC Provision
06	16.2, 16.4	Warrantee Clause	APPLICABLE (AS PER GCC CLAUSE 16.2)
07	19.3	Option Clause	APPLICABLE (AS PER GCC)
10	22, 22.1, 22.2, 22.4, 22.3, 22.6	Terms and Mode of payments	AS PER GCC) AFTER RECEIPT AND SUITABILITY OF MATERIAL AND PAYMENT SHALL BE MADE THROUGH RTGS/NEFT/
11	24.1	Quantum of LD	APPLICABLE (As per Tender Section-VI point no.13)
13	33.1	Resolution of Disputes	APPLICABLE (AS PER GCC)



## 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	Remark
1	RMCT000002 Cotton Comber	MT	8500.000	8620000.00INR USD 1,20,056	PAYABLE AT SECURITY PAPER MILL, HOSHANGABAD

### (1) Special Instructions:

i. Micro and Small Enterprises firm are exempted from submitting Tender fees and Earnest Money deposit. Please send the copy of valid registration certificate of Micro and Small Enterprises along with your bid / quotation otherwise your offer will not be considered for above exemption. Tendered item should be part of store list of MSME/NSIC/DIC certificate.

### ii. Price quotation in tenders:

a. In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value.

b. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

c. Minimum 3 per cent reservation for Women owned MSEs within 25 percent mentioned above (i.e., 3 percent out of 25 per cent).

### iii. Special provisions for micro and small enterprises owned by SC or ST:

Out of 25 per cent allowed for procurement from Micro and Small Enterprises, a sub-target of 25 per cent (i.e., 4 percent out of 25 per cent) shall be allowed for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

### iv. Relaxation of Norms for Startups and Micro & Small Enterprises on Prior experience and prior turnover criteria:

In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012, Security Paper Mill, Hoshangabad has relaxed the condition of prior turnover and prior experience with respect to Micro and Small Enterprises subject to meeting of quality and technical specifications.

### - (2) Required Delivery Schedule:-

#### (I) Delivery Schedule:

- i) 750MTs within 30 days from the date of issue purchase order/NAC or opening of LC.
- ii) 750MTs within 30-60 days from the date of issue purchase order/NAC or opening of LC.
- iii) 750MTs within 60-90 days from the date of issue purchase order/NAC or opening of LC.
- iv) 750MTs within 90-120 days from the date of issue purchase order/NAC or opening of LC.
- v) 750MTs within 120-150 days from the date of issue purchase order/NAC or opening of LC.
- vi) 750MTs within 150-180 days from the date of issue purchase order/NAC or opening of LC.
- vii) 750MTs within 180-210 days from the date of issue purchase order/NAC or opening of LC.
- viii) 750MTs within 210-240 days from the date of issue purchase order/NAC or opening of LC.



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- ix) 750MTs within 240-270 days from the date of issue purchase order/NAC or opening of LC.
- x) 750MTs within 270-300 days from the date of issue purchase order/NAC or opening of LC.
- xi) 750MTs within 300-330 days from the date of issue purchase order/NAC or opening of LC.
- xii) 250MTs within 330-360 days from the date of issue purchase order/NAC or opening of LC.

(II) Required Terms of Delivery:- From the date of issue of Purchase Order/ Opening of L.C.

- a) FOB Sea port / FCA airport for imported supply.
- b) FOR SPM, Hoshangabad for indigenous supply(duly unloaded).

(III) Destination:- Security Paper Mill, Hoshangabad (M.P.)-461005

(IV) Preferred mode of Transportation:- Supplier to transport the contracted material/supplies only through registered common carriers.

(3) EARNEST MONEY DEPOSIT (EMD):-

The earnest money for a total value of Rs.86,20,000.00 and USD 1,20,056.00 shall be furnished in one of the following forms.

- A. Bank Guarantee
- B. Fixed Deposit Receipt or

**(Name of first Beneficiary "SECURITY PAPER MILL, HOSHANGABAD", shall be clearly mentioned in FDR and FDR with handwritten names will not be acceptable and liable to rejection)**

- C. Account Payee Demand Draft or
- D. Banker's cheque

The Bank Guarantee, fixed deposit receipt, demand draft, or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of "SECURITY PAPER MILL" payable at "HOSHANGABAD". The earnest money shall be valid for a period of six month beyond the validity period of the tender.

(4) TENDER VALIDITY:-

The tenders shall remain valid for acceptance for a period of 165 days. Any tender valid for a shorter period shall be treated as un-responsive and rejected.

(5) SUBMISSION OF TENDERS:-

5.1 Tender shall be prepared and submitted in SINGLE STAGE (THREE PACKET) System which includes three parts i.e. Part I:"PRE-QUALIFICATION BID" Part II: "TECHNO-COMMERCIAL BID" and Part-III: "PRICE-BID" separately in 03 sealed envelopes duly super scribed as : "Pre-Qualification Bid", "Techno-commercial Bid" and "Price-Bid" respectively. The envelope should be Super Scribed our tender enquiry No., Date and marked "TENDER FOR COTTON COMBER" due on 21/04/2020 (upto 11.00 AM). The aforesaid Three envelopes should be put inside an Outer big size envelope duly sealed and this outer envelope again should be super scribed our tender enquiry No., date and marked "TENDER FOR COTTON COMBER" due on 21/04/2020 (upto 11.00 AM) and sent to the Chief General Manager, Security Paper Mill, Hoshangabad- 461005 (M.P.)

Note: Without subscription as above tender shall not be accepted. The tender duly prepared as following and should reach this office by Registered Post/Courier Services/Drop box only, on or before the due date prescribed. Tenders received by Fax/Email will not be accepted and summarily be rejected.

5.2 Tenders shall be submitted in parts as below:-

PART # I: PRE-QUALIFICATION BID

(A) For MSME Firms:

- i. Firm shall submit the valid MSME certificate and the tendered item must be listed in the MSME certificate store



list. Non-submission of valid MSME certificate and non-availability of the tendered item in the store list of this certificate shall lead to rejection of the offer.

- ii. One original Tender document copy shall be submitted with seal and sign. It should not have any price aspect.
- iii. Power of Attorney/Authorization with the seal of the company of person signing the tender documents.
- iv. Dully filled tender form as per Section-X is to be submitted. No price details is to be given in this bid. In case if any price detail is given, then the bids are liable to be rejected.
- v. Firm shall accept and submit the documents as per qualification criteria section-IX for MSME firm.
- vi. If required SPM may visit the factory during PQB stage, to ascertain the bidder manufacturing capability & quality control methodology.

Firm should submit the following:-

- a) Infrastructure details
- b) Machinery list
- c) Organization structure

vii. Bidder has to submit the following information regarding capacity and performance:

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

(B) For Non MSME Firms:

i) One original Tender document copy shall be submitted with seal and sign. It should not have any price aspects.

ii) Tender document fee Rs. 5,600.00 and USD 78.00.

iii) Earnest Money Deposit Rs.86,20,000.00 and USD 1,20,056.00

iv) Power of Attorney/ Authorization with the seal of the company of person signing the tender documents.

v) Manufacturing/Authorization Certificate :

(1) If the bidder firm is manufacturer then firm has to submit the valid registration certificate.

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

vi) All financial standing data should be certified by certified accountant's e.g. Chartered Accountants (CA) in India and Certified Public Accountant/ Chartered Accountant of other countries (As per Section-IX).

vii) Containing un priced tender consisting commercial package including all terms and conditions. No price details to be given in this tender (as per Section-X).

viii) Firm Shall accept and submit documents as per qualification criteria of section-IX.

ix) Bidder has to submit the following information regarding capacity and performance:

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



**PART # II: TECHNO-COMMERCIAL BID**

- I) The tenderer shall submit detailed technical offer as per as per Section-VII of this tender document.
- II) The tenderer has to submit acceptance of all sections of this tender document (GIT, SIT, SCC, Quality control requirements, Tender form, Questionnaire, etc.)
- III) Containing Blank price Bid (No price details to be given in this tender).
- IV) Submit a document stating "unconditional accepting all the terms and conditions of tender enquiry without any deviations."
- v) Confirm the delivery period as per section VI of condition No. 2(I)of this Tender document with seal and sign.
- vi) Confirm Required Destination: As per section VI of condition No.2(III) of this Tender document with seal and sign.
- vii) Confirm the payment terms as per section VI of condition Sl. No.9 of this Tender document with seal and sign.
- viii) Confirm the Tender validity as per section VI of condition No.4 of this Tender document with seal and sign.
- ix) Material safety data sheet as per Section-VIII.

**PART- III: PRICE BID:**

The bidder shall quote the prices strictly as per the proforma given in Section-XI of the tender document. No additional/extra item with prize should be included other than that of Section-XI. If any that particular item will not be consider for evaluation.

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NOTE: #BIDDER TO FURNISH STIPULATED DOCUMENTS ALONG WITH TENDER IN SUPPORT OF FULFILLMENT OF TENDER CRITERIA. FURTHER CORRESPONDENCE IN THIS REGARD WILL NOT BE ENTERTAINED FOR ANY REASON. NON-SUBMISSION OR INCOMPLETE SUBMISSION OF DOCUMENTS MAY LEAD TO REJECTION OF OFFER.#  
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**(6) COMPARISON ON F.O.R. SPM HOSHANGABAD BASIS:**

- (i) In case of indigenous offers, the prices quoted shall be compared on a total price basis (FOR SPM Hoshangabad), including all taxes, duties, packing & Forwarding charges, Freight, Insurance, etc., as per the price schedule.
- (ii) In case of imported offers, the tenderer will be required to quote on FOB as well as CIF basis. The CIF price shall be multiplied with the exchange rate between INR and quoted foreign currency, prevailing on the date of opening of the price bid. The applicable rate will be- BC selling rate of State Bank of India. Customs and IGST as applicable on accessible value (CIF+ landing charges etc.,) will then be added on the CIF price, thus converted in to Indian Currency. On this 1% of CIF value shall be added for port clearance, forwarding charges and estimated inland freight up to destination to arrive at the total price.

For comparison of Import offer with indigenous offer, total landed cost of indigenous offer, shall be compared with the total landed cost of import offer. The tenders received and accepted will be evaluated to ascertain the best and lowest evaluated tender in the interest of the purchaser, for the complete supply covered under the tender document.

**(7) EVALUATION CRITERIA FOR L1 BIDDER:-**

The pre-qualification bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the eligibility criteria. Thereafter, in the second stage, the technical bids of only pre-qualified bidders (as decided in the first stage) shall be opened at a later date and time for further scrutiny and further evaluation. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document. Subsequently, in the third stage the financial bids of only the technically acceptable offers (as decided in the second stage shall be opened for further scrutiny and evaluation. Intimation regarding to opening of technical and financial bids shall be given to acceptable Tenderers to enable them to attend the technical and financial bid opening.

**Note: AWARD CRITERIA:**

All responsive tenders shall be evaluated as per the terms and conditions of this tender. The basis for arriving at the lowest responsive bidder shall be as per the total price comparison for deliveries up to SPM, Hoshangabad on F.O.R basis. However the purchaser reserves the right to place order on the firm for FOB seaport/airport as well as on CIF basis, whichever would be beneficial for the company.

**(8) OPTION CLAUSE:-**

The Chief General Manager SPM reserves the right to increase the ordered quantity by 25% at any time, till the 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 expiry of Delivery period.

**(9) PAYMENT TERMS :-**

9.1 All the payment to overseas supplier towards the cost of stores ordered would be made through irrevocable letter of credit to be opened by purchaser through a scheduled commercial bank in favour of supplier. Such letter of credit shall be automatic revolving one with limit of covering total value of shipment of stores subject to total ceiling of value for total ordered quantity. The payment will be arranged as below:-

A. 90% payment will be made through L.C after dispatch of material and submission of following documents:

- i) Clean on Board Airway Bill/Bill of Lading (B/L)
- ii) Original Invoice
- iii) Packing List
- iv) Certificate of Origin form Seller's Chamber of Commerce
- v) Certificate of Quality and current manufacture from OEM
- vi) Dangerous Cargo Certificate, if any,
- vii) Performance Bond/Warranty Certificate

B. Balance 10% payment shall be released after issue of suitability certificate from Purchaser.

9.2 All Bank charges for opening of Letter of Credit in respect of purchaser's bankers will be borne by Purchaser and those charged by supplier's bankers will be borne by the supplier. The Charges of extension of L.C. or any confirmation if attributable to supplier will be paid by supplier and not by the purchaser.

9.3 All Payment to Indigenous suppliers for the supply of stores would be made as under:

100% payment will be made to the indigenous suppliers against receipt and suitability of material at SPM. The mode of payment shall be RTGS/NEFT.

**(10) Performance Security:-**

10.1) Within twenty-one days after the issue of notification of award by Security Paper Mill, Hoshangabad, the supplier shall furnish performance security of 10% of the order value to Security Paper Mill, Hoshangabad, valid up to Six month after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

10.2) The performance security shall be denominated in Indian Rupees or in the currency of contract and shall be in one of the following forms:

- a) Account payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank of India, in favour of Security Paper Mill, Hoshangabad as indicate in the clause 3 to NIT.
- b) Bank Guarantee issue by a commercial bank in India, in the prescribed form as provided in Section-XV of this document.

10.3) In the event of any loss due to supplier's failure to fulfill its obligation in terms of the contract, the amount of the performance security shall be payable to Security Paper Mill, to compensate Security Paper Mill, for the same.

10.4) In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract as amended.

(11) WARRANTY CLAUSE: As per the GCC Clause 16.2.

(12) Parallel contracts:

- a. The Chief General Manager, Security Paper Mill, Hoshangabad reserves the right to conclude parallel contracts, with more than one bidder for this tender.
- b. The bidders should quote for at least 25% of the tendered quantity in this tender. Offers that are received for less than 25% shall be considered as unresponsive and shall be rejected and the accepted firms shall be ranked as L1, L2, L3, etc. in the ascending order as per the rate quoted in the Price Bid.
- c. The parallel contract shall be executed in following sequence as per case mentioned below.

Case-1 If L1 bidder is indigenous firm

- i. If L1 bidder is from local/indigenous supplier, contract for full quantity will be awarded to L1 bidder.
- ii. In case L1 bidder not quoted for full tendered quantity, then the lowest rate accepted will be counter offer to next local/indigenous bidders as per the ranking for the balance quantity. On acceptance of the counter offers, the local/indigenous bidder shall be awarded their respective quoted quantities or the balance quantity whichever is lower till the total tendered quantity is exhausted.
- iii. In case L1 bidder not quoted for full tendered quantity and no other local/indigenous bidder participated in the tender, then the lowest rate accepted will be counter offer to next available bidder as per the ranking for the balance quantity. On acceptance of the counter offers, the bidder shall be awarded their respective quoted quantities or the balance quantity whichever is lower till the total tendered quantity is exhausted.

Case –2 If L1 bidder is foreign firm:-

- i. If L1 bidder is foreign supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match L1 price for the remaining 50% quantity subject to the local supplier's quoted price failing within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference 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 still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(13) Liquidated Damages Clause: If the contractor fails to deliver the goods and/or services or any installment thereof within the Delivery Period, SPM Hoshangabad shall, without prejudice to other rights and remedies available to SPM, Hoshangabad under the contract, deduct from the contract price, as Liquidated damages, a sum equivalent to the rate of 0.5 Percent of the delivered price of the delayed goods and/or services along with applicable GST of 18% on the LD amount for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (plus GST on the LD amount) of the delayed goods or services.



(14) Make in India Clause:

i. The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this PQB to the extent feasible. The local suppliers are exempted from experience and past performance criteria, and average annual turnover requirement under financial standing. Local suppliers are not required to provide any proof of supply to other countries/ exports. The bidder company may use the financial criteria of its own holding company or its

Principal manufacturer in this case. However, the Holding company and/or the Principal manufacturer/ collaborator will have to counter guarantee the financials and/or bank guarantees as issued for the purpose of this PQB.

ii. Verification of Local Content:

The minimum local content shall be ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribed the manner of calculation of local content.

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.

In cases of procurement of a value excess of Rs. 10/- Crore, 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 practicing cost accountant or practicing Chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(15) DISPATCHES:-

For Indigenous shipments:  
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i. The material may be dispatched through Road.

ii. The supplier should indicate the Bale No. on each of the bales and accordingly also enclose the individual bale-wise weight list in duplicate with documents to enable us to process supplier bills and same should be followed for all supplies, failing which payment will be withheld.

iii. The dispatch should be made strictly as per the delivery schedule which will be indicated in our supply order. Advance supplies may not be accepted without prior permission. However, any excess supply, if accepted, shall be paid at L-1 tender rates only.

iv. Date of receipt of the material in the Mill will be taken as date of delivery.

v. While dispatching the material by truck please ensure that the truck driver are holding valid and original license with them failing which the truck may not be allowed to enter the Security Paper Mill premises and may be sent back without unloading at their risk and cost.

vi. The truck may be detained for the 2/3 days in case of pre-occupation.

vii. Unloading of consignment at our site and arrangement of the same in a systematic manner as required by our Stores Department is to be arranged by the supplier.

viii. It is to be ensured that persons engaged for unloading possess necessary police clearance and the work under necessary security check by the CISF.

ix. Supply should be made within the range of + 1% of the ordered quantity. But, the excess supply up to 1% may only be accepted at L-1 tender rates.



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x. The Chief General Manager, Security Paper Mill, Hoshangabad, reserve the right without assigning the reason:- a) To short-close / foreclose the order at any time during process of supply against our supply order.

b) To reduces the tender quantity at the time of concluding the final supply order/contract.

xi. As the procurement is being done for Government (Wholly owned unit of Govt. of India) all the rules applicable for procurement of Government stores will be applicable to those goods.

For Imported shipments:

-----  
The shipment of the stores shall be made in suitable packing cases and the supplier shall use its best efforts to ensure that such cases are loaded on the ship/carrier just before embarkation so as to enable speedy unloading of the cases on arrival at the port of disembarkation in India.

a) During transit the cases are to be kept under special storage in the ship.

b) Purchaser is to be immediately informed of the name and date of the ship in which the cases are dispatched to enable to make necessary arrangements for immediate clearance and security on arrival at Mumbai.

CONSIGNEE : THE CHIEF GENERAL MANAGER, SECURITY  
PAPER MILL,  
HOSHANGABAD-461005, INDIA

ORDER No : .....  
CASE No./BATCH No. :  
DIMENSIONS :  
NET WEIGHT :  
GROSS WEIGHT :  
PORT CONSIGNEE :  
PORT OF DELIVERY : NHAVA SHEVA PORT/C.S. INTERNATIONAL  
AIRPORT, MUMBAI, INDIA

(16) WEIGHT SHORTAGE:-

The weight as assessed by this office on arrival of each consignment shall be final and binding on the supplier and shortage up to 1% in weight shall not be communicated and bills be settled after deducting such shortage. However, shortage of more than 1% in weight shall be communicated to the supplier for the confirmation of shortage within 03 weeks from the date of communication of this office. If the supplier choose to have verification of the over 1% short weight consignment carried out, he must take himself or his authorized representatives available at the Security Paper Mill, Hoshangabad (M.P) in such time that the verification is completed, within the specified period of 03 three weeks, failing which this office will be at liberty to use the material and the weight as assessed and shortage communicated shall be taken as final and binding on the supplier without making further reference. On verification, if shortage is found irrespective of the quantum of shortage, the weight shortage originally reported or found on re-verification, whichever is higher shall be final and binding on the supplier.

(17) GODOWN RENT:

Any consignment which is found to be different from the specification containing contraries will not be paid for and will have to be immediately lifted by the supplier at their expenses. The rejected material, if not lifted within one month from the date of issue of communication of rejection, the supplier will have to bear Godown rent as under and that this office will not be responsible for any damages whatsoever to the consignment.

Rs.300/- per M.T. for first 15 days or part thereof after one month notice

Rs.500/- per M.T. for next 15 days or part thereof

Rs.850/- per M.T. per month after 30 days (one month) and incase of fraction of month it will be taken as full month. In the event of not lifting rejected goods within 3 months from the date of intimation of rejection, the bidder shall forfeit any claim to the goods.

(18) NON-DELIVERY OF MATERIAL:

In the event of non-delivery of all or part of the order within the specific time, the Chief General Manager, Security





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Paper Mill, Hoshangabad, (M.P) reserves the right to cancel the order and forfeit the Security Deposit. In the event of such cancellation the supplier shall remain responsible to make good the extra expenditure incurred by this Unit to procure the entire material or part thereof as the case may be arising due to non-delivery by the supplier within a period of three months from the date of cancellation of the supply order. The supplier shall not be entitled to any gain on such purchase & shall be in the entire discretion of the Chief General Manager, Security Paper Mill, Hoshangabad, (M.P). It shall not be necessary for the Chief General Manager to serve a notice of such purchase of the supplier.

**(19) COMPLIANCE OF LABOUR LAWS:-**

Unloading of material shall be in the scope of supplier. Any contractor's labour entering in SPM premises on behalf of supplier shall be complete responsibility of the supplier and shall be governed by all acts laws pertaining to contract labour act in India.

Contractor/supplier should all times indemnify SPM against their all claims, damages or compensation under the provisions of Payment of Wages Act 1936; Minimum Wages Act 1948; Employers Liability Act 1938; The Workmen Compensation Act 1923; Industrial Disputes Act 1947; Maternity Benefit Act 1961; Payment of bonus Act 1965. Factory Act 1948 or any modification thereof or any other law relating thereto and rules made hereunder from time to time.

Contractor's/supplier's staff shall always be disciplined, properly dressed and use personal protective equipment's during performing any work on behalf of supplier. The persons deployed by supplier / contractor for unloading job shall be properly trained, have requisite experience and skills for carrying out the tasks at SPM. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract fall sick or is injured or goes on strike etc. In case any injury/accident to the contract labour engaged by supplier/contractor the supplier has to fulfill all his statutory liabilities as per contract labour engaged by supplier/contractor fails to comply with the statutory requirements then SPM, as a Principal Employer shall perform all the statutory requirements and if it involves any financial implication the same shall be deducted from suppliers bill.

**(20) E-Way Bill:**

As per Government of India instruction e-Way Bill is mandatory with effect from 01-02-2018 for all inter-State and intra-State movement of goods. Therefore you are requested to generate the e-Way Bill before booked the material through common portal of Government and attach e-Way Bill with your invoice. Required GST details of Security Paper Mill, Hoshangabad is as follows:-

Trade Name : SECURITY PAPER MILL  
City, State : Hoshangabad, Madhya Pradesh  
State Code : 23  
Pin : 461005  
GSTIN No. : 23AAJCS6111J3ZE  
PAN NO. : AAJCS6111J

**(21) SIGNING OF INTERGRITY PACT :**

All bidders submitting their offer to SPM will have sign the integrity pact as per format given in section-XX and submit along with the prequalification bid.

**(22) IMPORTANT NOTE:** General instructions to tenderer (GIT) and General conditions of contract (GCC) shall also form a part of this tender document. For details regarding GIT and GCC please refer links as below:-

<http://spmhoshangabad.spmcil.com/spmcil/uploaddocument/GIT.pdf>  
<http://spmhoshangabad.spmcil.com/spmcil/uploaddocument/GCC.pdf>

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## Section VII: Technical Specifications

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Technical Specifications:

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Cotton Comber noil absolutely clean, free from colour thread, plastic, nylon ropes, dirt, dust, husk, grit, synthetics, card room waste and other contaminants, and confirming to the following specifications:-

- Dry Content - 92.0% (min.)
- Colour - Natural absolutely white/off white
- Fluorescence - i) Absolutely free from fluorescence fibers and additives  
ii) Inactive under U.V. light at 365nm
- Cellulose % - 98%(min.)(Alpha Cellulose of Bleached Comber)As per IS-1060 Part-II
- pH (cold extraction) - 6.0 - 7.5 As per TAPPI T- 509
- Physical Observation - Free from Synthetics, Waste of spinning mill Fungus /  
Oil and grease,Insects, Stones, metals, Packing materials, etc.

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## Section VIII: Quality Control Requirements

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### 1. QUALITY ASSURANCE:

The supplier shall ensure that the material supplied is manufactured in accordance with the technical specification#s given in this tender document SECTION-VII Technical Specifications.

The material supplied shall be inspected at SPM Hoshangabad site as follows:

Before Unloading of the Consignment:

Visual Inspection: Preliminarily, a visual inspection will be carried out at site for assurance that the cotton comber lot is free from color, thread, plastic, nylon ropes, dirt, dust, husk, grit, synthetics, waste of spinning mill fungus / oil & grease, insects, stones, metals, packing materials and other contaminants etc. If the lot fails the above primary level test, the lot consignment is liable to be rejected and no payment for that consignment will be made.

After Unloading of the Consignment:

Laboratory Test: The Laboratory test will be carried out as per specified standards mentioned in Technical specifications (Section-VII). The lot will be rejected if it fails the above mentioned laboratory tests and no payment will be made for that consignment.

As regards quality, SPM Hoshangabad laboratory analysis report will be final and SPM decision on acceptance or rejection will be final and binding on supplier.

### 2. PACKING:

Successful vendor should supply absolutely clean cotton comber and should be exactly as per specification and absolutely free from color threads, plastic, fiber, nylon, ropes, dirt husk, grit, synthetics, and other contaminants. It is desired that the comber bales supplied should be as per the below mentioned packing standards.

Packing Standards for Bales:

a) The details of bale and unit size should be as follows:

Description	Unit of Material	Size
Weight of the bale	Kg. (Air Dried)	160 ± 10
Breadth of the bale	Cm	60 ± 05
Width of the bale	Cm	50 ± 05
Height of the bale	Cm	130 ± 10
Tare weight of packaging material	Kg.(max.)	3.5

b) The whole consignment shall be rejected if colour of the cotton comber is found other than naturally absolutely white/ off white.

c) The firm should mention the tare weight of the bales which is not to be exceeding 3.5 kgs per bale. The payment will be made on the net weight after deducting the tare weight. The firm should submit the bills accordingly after deducting the total tare weight of each consignment.

d) If the tare weight of the bales found more than 20% of the limit prescribed above i.e 3.5 kgs/bale, during assessment at our end, penalty of triple the weight of tare will be imposed and same will be debited from the account of supplier without their confirmation and their payment will be settled accordingly.

e) The packing material should be clean, free from dust and other foreign material, etc.



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f) The bales of cotton comber is to be fully pressed, packed and supplied, in white fabric cloth and fastened with GI wires to avoid contamination during storage and transit. No knitting cloth/banyan cloth/jute packing shall be accepted.

g) Each bale should be marked with indelible ink as Name of supplier, Sr. no. of each bale, Gross tare weight and should invariably enclose individual bale wise weight list in duplicate with documents to enable us to verify and process your bills and same should be followed for all supplies, failing which payment will be withheld.

h) During transporting through road, the supplier must dispatch the same in a lockable steel load body truck for avoiding any pilferage etc. and must be sent duly insured at his cost.

i) Supply in loose bags/ uncovered bales/ partially covered bales, half pressed bales, etc. will be rejected at supplier risk and cost.

## 2. INSPECTION:

The supplier should supply the material strictly as per the specification mentioned in the technical specification Section VII and in line with the packing and marking terms. A pre-dispatch inspection may be carried out by SPM, if desired by SPM. The supplier has to inform well in advance so that the inspection will be carried out by the SPM team.

Cotton comber supplied will be inspected at SPM site. Quantity as ascertained on receipt of above material at SPM site will be treated as quantity supplied wherever the package/materials are received intact. For each supply/consignment, test/quality certificate should be sent without fail.

Material not meeting SPM specifications will be rejected outright and the rejected material shall be taken back immediately, if the material is not lifted back on time then the charges will be applicable as per SECTION-VI clause 12.0.

As regards quality, SPM laboratory analysis report will be final and SPM decision on acceptance or rejection will be final and bindings will be on the supplier.

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## Section IX: Qualification/Eligibility Criteria

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1. Criteria for Minimum Offer Quantity in the tender.

The firm should quote at least 2,125MTs in the tender. Offers that are received for less than 2,125MTs shall be considered as unresponsive and shall be rejected.

2. Experience & Past Performance

Bidder Firm should have manufactured and supplied at least 2,550MTs of the offered quantity of COTTON COMBER in any one year during last five years ending 31st March-2019.

Note: Local suppliers are exempt under the "Make in India" Scheme for experience and past performance criteria.

3. Capability- Equipment & Manufacturing Facilities

The Bidder Firm including the local supplier must have an annual Capacity to manufacture and supply at least 2,550MTs of the offered quantity of COTTON COMBER.

4. Financial Standing

a) The average annual turn-over of the Bidder during the last three (3) years, ending 2016, 2017, 2018 in case the financial year is maintained calendar year wise or 2016-17,2017-18 and 2018-19 in case the financial year is maintained ending 31st March of a year, should be more than Rs.25,85,92,950.00 or USD 36,01,573.

Note: Local Manufacturers are exempted from Average annual turnover requirement under Make in India Scheme.

b) The Bidder firm including the local supplier should not have suffered any financial loss for more than one (1) year during the last three (3) years ending 2016, 2017, 2018 in case the financial year is maintained calendar year wise or 2016-17, 2017-18 and 2018-19, in case the financial year is maintained ending 31st March of a year.

c) The net worth of the Bidder firm including the local supplier should not have eroded by more than 30% in the last three (3) years ending 2016, 2017, 2018 in case the financial year is maintained calendar year wise or 2016-17,2017-18 and 2018-19, in case the financial year is maintained ending 31st March of a year.

5. All the participating tenderers are compulsorily required to enter into Pre-bid/ Pre-contract Integrity Pact in the prescribed format failing which tender will be summarily rejected (Copy of the Integrity Pact is enclosed as per Section-XX). The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

6. Indian Agent:

- i. Either the Indian agent on behalf of the principal/OEM or principal/OEM itself both cannot bid simultaneously for the same item/product in the same tender.
- ii. If an agent submits bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM for the same item/product.

Note:-

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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 may be verified from the parties for whom work has been done.

2- All financial standing data should be certified by accountant's e.g. Chartered Accounts (CA) in India and Certified Public Accountants/Chartered Accountants of other countries. However for FY 2018-19, CA certified unaudited / provisional documents may be submitted in case audited CA certified documents are not finalized during the tender submission time. Subsequently audited CA certified documents needs to be submit once the same are finalized.



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NOTE: "BIDDER TO FURNISH STIPULATED DOCUMENTS ALONG WITH TENDER IN SUPPORT OF FULFILLMENT OF TENDER CRITERIA. FURTHER CORRESPONDENCE IN THIS REGARD WILL NOT BE ENTERTAINED FOR ANY REASON. NON-SUBMISSION OR INCOMPLETE SUBMISSION OF DOCUMENTS MAY LEAD TO REJECTION OF OFFER."  
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Tender Number:6000014109

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## Section X: Tender Form

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Date:

To,  
Security Paper Mill, Hoshangabad  
A Unit of Security Printing & Minting  
Corporation of India Limited  
(Wholly Owned by Govt. of India)  
Hoshangabad

Ref: Your Tender document No.6000014109 /PM5/(C/C)/19-20/2665 dated 03.03.2020

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 **As per Price bid** (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V - 'Special Conditions of Contract', for due performance of the contract.

We agree to keep our tender valid for acceptance for a period up to **165 days**, 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 up to 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

.....

.....



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## Section XI: Price Schedule

The Price bid should clearly indicate the break-up of the price as under:-

GSTN:

HSN Code: 52029900

Sl. No. Details of heads

Rate Per M.T. (In Rs.)

1. Basic Price FOR SPM, Hoshangabad  
(duly unloaded)

2. GST in percentage (%) on (1)

TOTAL A =(1+2)

3. Others Taxes or charges if any, (Please specify)

TOTAL B =(A+3)

4. Total Price /Per MT

5. Total Price for 8,500M.T. (SPM, Hoshangabad) in  
figures:-

6. Total Price for 8,500M.T. (SPM, Hoshangabad) in  
Words:-

NOTE:

1. Bidder should mention separately regarding Duties/Taxes etc., whether they are chargeable extra or inclusive in the price. Otherwise tax exemption Certificate shall be enclosed.
2. Price bids are to be given in the above format only. Conditional price bids are liable to be rejected.
3. The method of evaluation of L1 criteria for awarding the contract shall be decided taking into consideration the total landed price up to SPM Hoshangabad.

SIGNATURE OF BIDDER  
(WITH NAME, DESIGNATION AND SEAL)





Tender Number:6000014109

**B. PRICE SCHEDULE FOR IMPORTED OFFERS**

Sl. No. Details of heads	Rate Per M.T. (In USD)
1. Basic Price (Per MT)	
2. Packing & Forwarding Charges	
3. Any other charges up to Airport / Seaport	
4. Cost per MT for FOB Seaport	
5. Cost for 8,500M.T. for FOB Seaport	
6. Cost per MT for FOB Airport	
7. Cost for 8,500M.T. for FOB Airport	
8. a) Freight charges by Sea b) Freight charges by Air	
9. a) Insurance charges by Sea b) Insurance charges by Air	
10. Cost per MT for CIF Mumbai seaport	
11. Cost for 8,500M.T. for CIF Mumbai seaport	
12. Cost per MT for DAP Mumbai Airport	
13. Cost for 8,500M.T. for DAP Mumbai Airport	

**NOTE:**

1. Bidder should mention separately regarding Duties/Taxes etc., whether they are chargeable extra or inclusive in the price. Otherwise tax exemption Certificate shall be enclosed.
2. Price bids are to be given in the above format only. Conditional price bids are liable to be rejected.
3. The method of evaluation of L1 criteria for awarding the contract shall be decided taking into consideration the total landed price up to SPM Hoshangabad.

**SIGNATURE OF BIDDER  
(WITH NAME, DESIGNATION AND SEAL)**



## 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 we .....of.....

(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 of .....20....

The conditions of this obligation are :-

(1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the Tenderer 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 six months 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



Tender Number:6000014109

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## Section XIV: Manufacturer's Authorization FORM

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To,  
Security Paper Mill, Hoshangabad  
A Unit of Security Printing & Minting  
Corporation of India Limited  
(Wholly Owned by Govt. of India)  
Hoshangabad

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..... dated .....to 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 SPCMIL 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 sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation 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:



SECURITY PRINTING AND MINTING  
CORPORATION OF INDIA LIMITED

Tender Number:6000014109

## **Section XVII: Letter of authority for attending a Bid opening**

The General Manger,  
Security Paper Mill, Hoshangabad.

Subject: Authorization for attending bid opening on 07.01.2020 in the Tender of COTTON COMBER.

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.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
1.		
1.		
Alternate representative		
Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.		

### **Note:**

1. Maximum of two representatives will be permitted to attend 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 recovered.

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## Section XVIII: Shipping Arrangements for Liner Cargoes

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### A: In Respect Of C&F Cif Turnkey/F.O.R. Contracts For Import

**1.(a) SHIPMENTS FROM PORTS OF U.K. INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENKARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF THE MEDITERRANEAN (I.E. FRENCH AND WESTERN ITALINA PORTS), TO PORTS IN INDIA.**

The Seller should arrange shipment of the goods by vessels belonging to the member Lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the Conference Lines# vessels is not available for any specific shipment, he should take up with India-Pakistan- Bangladesh Conference, Conferity House, East Grinstead, Sussex (U.K.), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of shipping & Transport, New Delhi (Cable: TRANSCART, NEW DELHI; Telex: VAHAN ND -2312, 2448 & 3104).

The Sellers should arrange shipment through the Government of India#s Forwarding agents, M/ s Schenker & Co. 2000- Hamburg (Cable: SCHENKERCO HAMBURG) or obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Shipping & Transport ( TRANSCART), New Delhi

### b) SHIPMENTS FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

The Seller should arrange shipment of the goods by vessels belonging to the following Indian Member lines;

1. The Shipping Corporation of India Ltd.
2. The Scandia Steam Navigation Co. Ltd.
3. Indian Steamship Co. Ltd.

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schemer & Co. 2000 HAMBURG (Cable: SCHENKERCO HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCART, NEW DELHI; Telex: VAHAN ND -2312, 2448 & 3104). The Seller should arrange shipment through the Government of India#s Forwarding Agents, M/s Schenker & Co., HAMBURG (Cable: SCHENKERCO HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Shipping & Transport, ( TRANSCART), New Delhi

### (c) SHIPMENTS FROM POLAND & CZECHOSLOVAKIA

#### (i) IMPORTS FROM POLAND

Shipments under this contract would be made by the National flag lines of the two parties and vessels of third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People#s Republic regarding shipping co-operation dated 27.6.1960 as amended up-to-date.

#### (ii) IMPORTS FROM CZECHOSLOVAKIA

Goods under this contract would be shipped by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement on co-operation in Shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.

Shipping arrangements should be made by the Sellers in consultation with the Resident Representative of the Indian shipping Lines in Gdynia, C/o Morska Agencja W. Gdyni, Gdyni, ul, Pulaskiego 8, P.O. Box III-10 246; Gdynia (Po#and) - Telex: MAG, PL. 054301, Tel: 207621), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc., should be furnished at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), New Delhi





(Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3104.).

**(d) SHIPMENTS FROM RUSSIA & OTHER MEMBER COUNTRIES OF C.I.S.**

Shipment under this contract should be made in accordance with the Agreement between the Government of the Republic of India and the Government of the Russia & other member countries of C.I.S. on Merchant Shipping, by vessels of Indo-C.I.S. Shipping Service.

**(e) SHIPMENT FROM JAPAN**

The shipment of goods should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo, to whom details regarding contract number, nature of cargo, quantity, port of loading/ discharge, name of the Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

Note: The copies of such contracts are to be endorsed both to the Attaché (Commercial), Embassy of India in Japan, Tokyo, and the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New D.

**(f) SHIPMENTS FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT**

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessels, the Seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Corporation of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay-400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Coordination Officer, Ministry of Shipping & Transports, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3.

**(g) SHIPMENTS FROM PAKISTAN**

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%.

Shipping arrangements should be made by the Sellers in consultation with M/s Mogul Line Ltd. 16- Bank Street, Fort, Bombay-400 023 (Cable: MOGUL BOMBAY; Telex011-4049 MOGUL), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport(Chartering Wing), New Delhi (Cable : TRANSCHART, NEW DELHI ; Telex : VAH#N ND - 2312, 2448 & )

**(h) SHIPMENTS FROM U.S ATLANTIC & GULF PORTS**

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh-Ceylon and Burma Outward Fright Conference. If the Seller finds that the space on the Conference Lines vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh-Ceylon and Burma Outward Fright Conference, 19, Rector Street, New York N.Y 10006 U.S.A. for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAH#N ND - 2312, 2448 & 3.

**(i) SHIPMENTS FROM ST. LAWRENCE AND EASTERN CANADIAN PORTS**

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines:-

- (1) The Shipping Corporation of India Ltd.
- (2) The Scindia Steam Navigation Co. Ltd.

If the Seller finds that the space in vessels of these Lines is not available for any particular consignment, he should inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable : TRANSCHART, NEW DELHI ; Telex : VAH#N ND - 2312, 2448 & 3104) immediately so that dispensation from the shipping lines

concerned to use alternative lifting may be so.

**(j) SHIPMENTS FROM WEST COAST PORTS OF U.S.A., CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE**

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessel and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of the Govt. consignee and expected date of readiness of each consignment etc. to the Shipping Coordination Officer, Ministry of Shipping & Transport, New Delhi (Cable : TRANSSHART, NEW DELHI : Telex : VA#ANND - 2312, 2448 & 3104) at least six weeks in advance of the required position.

**2.0 BILLS OF LADING**

**(i) C.I.F./C&F TURNKEY SHIPMENTS**

The Bills of lading should be drawn to indicate #Shipper# and #Consignee# as under:-

SHIPPER: The C.I.F./C&F/TURNKEY SUPPLIERS concerned.

CONSIGNEE: As per Consignee#s particulars in the contract (The name and address of the #Port Consignee# and #Ultimate Consignee# both should be indicated).

**(ii) F.O.R. SHIPMENTS**

The bills of Lading should be drawn to indicate #Shipper# and #Consignee# as under: - SHIPPER: The F.O.R. suppliers concerned. CONSIGNEE: Suppliers# Indian Agents on order.

**Note:-**

1. Moreover the name of the #Purchaser# and #Ultimate Consignee# should appear in the body of the Bills of Lading as the #Notify Part# or as a remark.

2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), New Delhi after the Shipment of each consignment is affected.

3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

**B: In Respect Of F.O.B./F.A.S Contracts For Imports**

1. Shipping arrangements will be made by the Ministry of Shipping and Transport (Chartering Wing), New Delhi (Cable: TRANSSHART, NEW DELHI: Telex: VA#ANND - 2312, 2448 & 3104) through their respective Forwarding Agents/Nominees as mentioned below, to whom adequate notice about the readiness of cargo for shipment should be given by the Sellers from time to time at least six weeks in advance of the required position for finalizing the shipping arrangements

Area	Forwarding Agents/Nominees
(a) U.K. including Northern Ireland (also Eire) the North Continent of Europe (Germany, Holland, Belgium, France, Norway, Sweden, Finland and Denmark) and Ports on the Continental Sea Board of the Mediterranean, (i.e. French and Western Italian ports and also Adriatic Ports.	M/s Schenker Deutschland AG, Bel den Muehren 5 20457 Hamburg , Germany Telephone No. +49 40 36135-351 Fax No : +49 40 36135-509 E-mail- kay.buedinger@schenker
(b) U.S.A and Canada	M/s OPT, Overseas Project, Transport Inc. 46, Sellers Street, Kearny, N.J. 07032, USA Tel : 201/998-7771, Tel : 573-3586 Fax : 201/998-78
(c) Japan	The First Secretary (Commercial)

Area	Forwarding Agents/Nominees
	Embassy of India, Tokyo, Japan, (Cable : INDEMBASSY TOKYO) Telex : INDEMBASSY J 24850, Telephone # 262 - 2391
(d) Australia, Algeria, Bulgaria, Romania, Czechoslovakia, Egypt.	The Shipping Corporation of India Ltd., #Shipping House# 229/232 Madame Cama Road, Bombay - 400021 (Cable : SHIP INDIA BOMBAY) Telex : 31-2209 SCID IN Telephone: 232666, 232785.
(e) Russia & other member countries of C.I.S.	The Secretaries, Indo-C.I.S. Shipping Service, C/o The Shipping Corporation of India Ltd., #Shipping House# 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR SOVIND SHIP) Telex : 31-2209 SCID IN. Telephone : 23
( f ) Poland	The Secretaries, Indo-Polish Shipping Service, C/o The Shipping Corporation of India Ltd., #Shipping House# 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR INDOPOL) Telex : 31-2209 SCID IN Telephone : 23
(g) Pakistan	The Mogul-Line Ltd., 16, Bank Street, Fort Bombay - 400023 (Cable : MOGUL BOMBAY) Telex : 011-4049 (MOGUL) Telephone : 252785 II
(h) Other areas not specifically mentioned above	The Shipping Co-ordination Officer, Ministry of Shipping and Transport, (Chartering Wing), New Delhi. (Cable : TRANSCART, NEW DELHI) Telex : VAHAN ND 2312,2448 & 3104

## 2. BILLS OF LADING

The Bills of Lading should be drawn to indicate 'Shipper' and 'Consignee' as under :-

**SHIPPER:** The Government of India.

**CONSIGNEE:** "As per consignee's particulars in the contract. (The name and address of the 'Port Consignee' and 'Ultimate Consignee' should both be indicated.)

3. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), Parivahan Bhawan, New Delhi after the Shipment of each consignment is affected.

4. The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.



Tender Number:6000014109

## Section XIX: Proforma of Bills for Payments

(Refer to Clause 22.6 of GCC)

Name and Address of the Firm.....  
Bill No.....Dated.....  
Purchase order.....No.....Dated.....  
Name and address of the consignee.....

S.No	Authority for Purchase	Description of Stores	No.or qty.	Rate Rs. P.	Price per Rs. P	Amount

1. G.S.T. Amount and Rate
2. Freight (if applicable)
3. Packing and Forwarding charges (if applicable)
4. Others (Please specify)
5. PVC Amount (with calculation sheet enclosed)
6. (-) deduction/Discount
7. Net amount payable (in words Rs.)
8. GSTIN No.
9. HSN/SAC Code
10. Shipping Address
11. Place of Supply
12. Billing Address

Despatch detail RR No. other proof of despatch.....  
Dated.....(enclosed)

Inspection Certificate No.....Dated.....(enclosed)



Tender Number:6000014109

Income Tax Clearance Certificate No.....Dated.....(enclosed)

Modvat Certificate No.....(enclosed)

Place and Date

Received Rs.....(Rupees).....

I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier

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## Section XX: PRE-BID/PRE-CONTRACT INTEGRITY PACT

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### (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 2012 at New Delhi, India.

#### **BETWEEN**

The President of India, acting through \_\_\_\_\_ Designation of the Officer, Ministry/ Department, Government of India (hereinafter called the "BUYER" which express on 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 Ministry/ Department of the Government of India/ PSU performing its functions on behalf of the President of India.

#### **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 the currency of the contract, to be entered into with a view to:

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

Enabling the BIDDERS to obtain the bribing of including in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also obtain 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 exchanges for any advantage in the bidding process, bid evaluation, contracting or implantation 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 BUYER will report to the appropriate Government Office any attempted or completed breached 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 fact found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fill, 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 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 and stage of its bid 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 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, and material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or 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.

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

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

3.4 BIDDER shall disclose the payments to be made by them to agents/ brokers of any other intermediary, in connection with this bid/ contract.

3.5 DELETED

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations of before signing the contract, shall disclose any payments 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 or services agreed upon for such payments.

3.7 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 contraction and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activates.

3.9 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to other, 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.

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER either directly or Indirectly, is a relative of any of the officers of the BUYER or alternatively, it any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same 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.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, 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 if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process of the contract, if 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 Requirement, as Earnest Money in the mentioned in Clause by Section General Instructions to the Tenderers (GIT) with the BUYER.

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

5.3 In case of the 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 reason for imposing sanction for violation of this Pact. The Security Deposit/ Performance Bond shall be valid for five years or the complete conclusion of 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 to be required to assign any reason therefore.

- (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 India BIDDER with interest thereon 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of the 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 the 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 the Pact by BIDDER(s) to any middleman 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 on 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 subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India of PSU and if it is found at any stage that similar product/ systems or sub-systems was supplied by the BIDDER to any other Ministry / Departmental of the Government of India or a PSU 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 NIT.

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

8.3 The Monitors shall not be subject to instructions by the representative 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 the project/procurement, including minutes of the meeting.

8.5 As soon as the Monitors notices or has reason to believe a violation 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 provide subcontractor meeting could 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 provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books 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 action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision 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 date of its signing and extend up to 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 month from the date of the signing of the contract.

12.2 Should one or several provision 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)  
For and Behalf of the President of India  
Designation:  
Deptt. / Ministry/ PSU

Witness: -

- 1. -----
- 2. -----

**BIDDER**

(Name of the Officer)  
Chief Executive Officer

Witness:-

- 1. -----
- 2. -----

**THREE BID,SINGLE STAGE ( THREE PACKET ) TENDER**  
**BIDDE R'S CHECK LIST BEFORE TENDER SUBMISSION**

**Part I : - PRE-QUALIFICATION BID**

S.No	Tender Submission Check Points	Check before submission Tick ( <input checked="" type="checkbox"/> )
1	Tender Fee <b>(Not For MSME Firm)</b>	
2	Earnest Money Deposited <b>(Not For MSME Firm)</b>	
3	Tender Document duly Seal & Signed – One Copies (Without mentioning any price)	
4	Power of Attorney/Authorization with the seal of the company of person signing the tender documents.	
5	Submit Manufacturer's Authorization form, if firm is not a manufacturer.	
6	Accept the Warranty clause as per tender	
7	Submit the documents as per Qualification / Eligibility criteria – <b>Section IX</b> 1) Copy of Purchase orders as per eligibility criteria last five financial years for point no. i) & ii). 2) Financial statements for last three years( Balance sheet and Profit & Loss statement) certified by CA.	
8	Fill Tender Form – Section X duly seal & sign ( Without mentioning price)	
9	Submit the following information regarding capacity and performance point (a,b,c,d,)	

**Part II : - TECHNO-COMMERCIAL BID**

S.No.	Tender Submission Check Points	Check before submission Tick ( <input checked="" type="checkbox"/> )
1	Technical Specification –Section VII as per tender.	
2	Blank Price Bid as per Section-XI. (Without mentioning any price)	
3	Submit acceptance of all sections of this tender document (GIT, SIT, SCC, Quality control requirements, Tender Form, Questionnaire, etc.	
4	Submit a document stating “unconditional accepting all the terms and conditions of tender enquiry without any deviations”.	
5	Submit acceptance of Delivery Schedule, FOR, Delivery Destination, Payment Terms, Tender Validity.	
6	Submit acceptance of Material safety data sheet as per Section-VIII.	

**Part III : - PRICE BID**

S.No.	Tender Submission Check Points	Check before submission Tick ( <input checked="" type="checkbox"/> )
1	Price Bid as per Section XI (Price including all taxes & other charges )	

.....  
(Bidder's Seal & Sign)