



Tender Number: 6000018035

INDIA SECURITY PRESS

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Nashik Road-422101 (Maharashtra)

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Miniratna Category-I, CPSE

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e-mail: purchase.isp@spmCIL.com Website: <https://ispnasik.spmCIL.com>

CIN: U22213DL2006GOI144763 GSTIN: 27AAJCS6111J2Z7

Not Transferable

Security Classification: Security Item

TENDER DOCUMENT FOR 'PROCUREMENT OF 900-MT CYLINDER MOULD MULTI-TONAL ASHOKA PILLAR WATERMARK HIGH RAG CONTENT PAPER'.

Tender No.6000018035/12/PR-44-PP-193/2022

Dated: 24.05.2023

This Tender document containspages.

Tender Documents is sold to:

Details of Contract person in SPMCIL regarding this tender:

Name: Ashok Sharma

Designation: Jt. General Manager (Materials) & CPSO

Address: India Security Press, Nashik Road, Pin-422101.

Email: purchase.isp@spmCIL.com.

Phone No.: 0253-240-2219 / 2319 / 2419



Disclaimer

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

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

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

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

The Purchaser, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

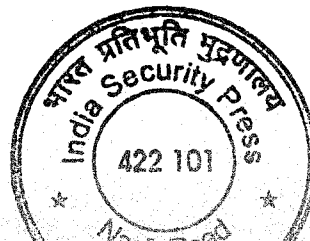
The Purchaser, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in this Bid Document.

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

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

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

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



SECTION I: NOTICE INVITING TENDER (NIT)

INDIA SECURITY PRESS

(A Unit of Security Printing and Minting Corporation of India Limited)

Wholly owned by Government of India

Nashik Road – 422 101 (Maharashtra) Tel No 00 91 253 2402200, Fax No 00 91 253 2462718

Website: www.spmcil.com, email: purchase.isp@spmCIL.com

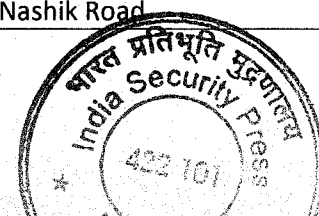
Tender No.6000018035/12/PR-44-PP-193/2022

Dated: 24.05.2023

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

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Unit of Measure	Earnest Money (in Rs.)	Remarks
1	Cylinder mould multi-tonal Ashoka pillar watermark high rag content paper	900 MT	MT	INR 20,00,000/- (Indian Rupees Twenty Lakh Only) Or USD 24306 (United States Dollar Twenty Four Thousand Three Hundred Six only) Or EURO 22,370 (Euro Twenty Two Thousand Three Hundred Seventy only)	----

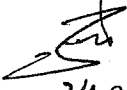
Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization / Disposal of Scrap/ Security Item etc.)	Single Stage Two bid 'Security Item' Tender (Sent to the firm which are qualified in ISP PQB No.123/PR-44-PP-193/2022 dated 23.03.2022 & Security Cleared).
Security Classification	Security Material
Price of the tender document:	Not applicable.
Authority in whose favour all tender related financial instruments (FD, DD, Banker's cheque etc) are to be made	India Security Press a Unit of SPMCIL
All Financial Instruments to be payable at:	Payable at Nashik
Dates and place of issue of tender documents:	24.05.2023
Closing date and time for receipt of tenders	23.06.2023 up to 14:30 Hrs
Place of receipt of tenders	Green Gate, India Security Press, Nashik Road-422 101, Maharashtra, India
Time and date of opening of tenders for Technical Bid. Place, Time, and date of Opening of Price (Financial) bid would be intimated later on	15:00 Hours on 23.06.2023
Place of opening of tenders	Purchase Section, India Security Press, Nashik Road-422 101, Maharashtra, India
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.1 of GIT)	Manager (HR), India Security Press, Nashik Road:- 422101, Maharashtra, India
Officer to be contacted for clarifications/ help:	Ashok Sharma, Jt. GM (Materials) India Security Press, Nashik Road





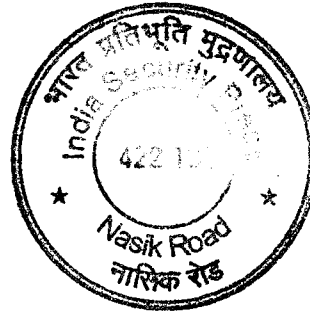
Tender Number: 6000018035

2. Interested Tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
3. 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.
4. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold / received / opened on the next working day at the appointed time.
5. The tender documents are not transferable.
6. The Chief General Manager, ISP Nashik reserves the right to accept / reject /cancel any or all tender document without assigning any reason thereof. Chief General Manager, ISP Nashik also reserves the right to accept the tender in whole or in part. Incomplete documents, not submitted in accordance with the direction issued, will be liable for rejection.


24.05.23

Jt. General Manager (Material)
For Chief General Manager,
India Security Press, Nashik Road.
Phone No 0253 2402219

Address for dropping the tender documents
Green Gate,
India Security Press,
Nashik Road-422 101, Maharashtra,





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SECTION II: GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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

Please refer the link to <https://sPMCIL.com/uploaddocument/GIT/new.pdf> for further details.

GIT (Total pages: 61)

BIDDERS ARE REQUIRED TO DOWNLOAD ALL 61 PAGES THROUGH ABOVE MENTIONED LINK AND SUBMIT THE SAME, DULY STAMPED AND SIGNED, ALONG WITH TENDER DOCUMENT.



SECTION III: SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

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

Sl. No.	GIT Clause No.	Topic	Modify/ Substitute/ Supplement	SIT Provision
1	8.	Pre-bid Conference	Modify	Not Applicable
2	9.	Time Limit for receiving request for clarification of Tender Documents	Modify	SIT-1 (Mentioned below)
3	10.1 & 10.2	Documents Comprising the Tender	Modify	SIT-2 (Mentioned below)
4	11.1	Tender Currencies	Modify	SIT-3 (Mentioned below)
5	14.4 to 14.7	Exchange Rate Variation (ERV)	Modify	Not Applicable
6	16.	Documents Establishing Tenderer's Eligibility and Qualifications	Modify	As per Section IX : Qualification / Eligibility Criteria
7	18.4, 18.5	Earnest Money Deposit (EMD)	Modify	SIT-4 (Mentioned below)
8	19.	Tender Validity	Modify	SIT-5 (Mentioned below)
9	20.4	Number of Copies of Tenders to be submitted	Modify	Tenderer shall submit two copies of its tender marking them as 'Original' and 'Duplicate' as per clause 20 of GIT.
10	20.8	Two Bid System	Modify	SIT-6 (Mentioned below)
11	20.9	e-tendering	Modify	Not Applicable
12	32	Conversion of Tender Currencies in India Rupee.		Price must be quoted in INR only.
13	34 and 35.1	Comparison on CIF Destination Basis	Modify	SIT-7 (Mentioned below)
14	43	Parallel Contract	Modify	SIT-8 (Mentioned below)

SIT-1: Time Limit for receiving request for clarification of Tender Documents: A tenderer requiring any clarification or elucidation on any issue of the tender document may take up the same with ISP Nashik in writing or by fax/ e-mail/ post. ISP Nashik will respond in writing to such request provided the same is received by ISP Nashik not later than **21 days prior** to the prescribed date of submission of tender.

SIT-2: Documents Comprising the Tender: *Technical Bid* and the *Financial Bid* are to be submitted in Two Separate double sealed Envelopes on or before the due date of the submission of the Tenders. It may be noted that the price is not to be quoted in *Technical Bid*. It shall only be quoted in price bid. Non-adherence to this shall make tender liable for rejection.

Part I: Technical bid (First Envelope).

- i. **Earnest Money Deposit** INR 20,00,000/- (Indian Rupees Twenty Lakh Only) Or USD 24306 (United States Dollar Twenty Four Thousand Three Hundred Six only) Or EURO 22,370 (Euro Twenty Two Thousand Three Hundred Seventy only).



- ii. **Power of Attorney/ Authorization** with the seal of company indicating that authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract. The Authorised signatory of the tenderer must sign tender at appropriate places and initial on remaining pages of the tender.
- iii. The eligibility criteria for the tender are given in **Section IX- Qualification/ Eligibility Criteria**. The bidder has to submit all the desired documents and relevant documentary proof in support of relevant clauses mentioned in **Section IX: Qualification/ Eligibility Criteria** along with declarations / undertakings required therein. The Qualifying Criteria should be submitted in original.
- iv. Tender Form: As per **Section X** of the tender document.
- v. The tenderer shall submit detailed Technical offer as per 'Technical Specifications' mentioned as per **Section VII** and 'List of Requirement' as per **Section-VI** of the tender document.
- vi. The tenderer has to submit sealed and signed tender document by authorized signatory of the tenderer as a token of acceptance of all section/ terms and conditions of this tender document (GIT, SIT, GCC & SCC, Quality Control Requirement, List of Requirement, Technical Specification, Tender form etc.)
- vii. Duly filled-in, sealed and signed Integrity Pact as per **Section XX**.

Part-II: Financial Bid / Price Bid (Second Envelope):

The tenderer shall quote their prices strictly as per the proforma given in **Section-XI** of the Tender document. No additional/ extra item with price shall be included other than that of **Section XI**. The Prices shall be quoted duly taking into consideration, the Payment and delivery terms. No additional Technical details, which have not been brought out in the Technical Bid may be brought out in the Financial Bid.

NOTE:-

- i. Each envelope containing bids shall be super scribed as **Technical Bid** and **Price Bid / Financial Bid** separately as the case may be for **"PROCUREMENT OF 900-MT CYLINDER MOULD MULTI-TONAL ASHOKA PILLAR WATERMARK HIGH RAG CONTENT PAPER"**. The sealed envelopes shall be again put in another envelope and super scribed as tender for **"PROCUREMENT OF 900-MT CYLINDER MOULD MULTI-TONAL ASHOKA PILLAR WATERMARK HIGH RAG CONTENT PAPER"** with due Date **23.06.2023**.
- ii. If the tender is not submitted as per above format, offer/ bid/ tender will be liable for rejection.
- iii. Late Tender shall not be accepted. Tenderer shall submit their offer only on prescribed form. Tenders by fax/ email shall not be accepted. Tender by Post/hand/courier received on or before the due date and time shall be accepted. Postal delay/ delay by courier services etc. shall not be condoned, what so ever reason may be.

SIT-3: Tender Currencies: The Bidders should quote either in **INR (Indian Rupees)** or **USD (United States Dollar)** or **EURO** only. Bidders are requested to quote price within two decimal places. Quotation with price quoted beyond two decimal places may liable to be ignored.

SIT-4: Earnest Money Deposit (EMD): The required EMD has to be submitted along with the tender in Technical Bid (i.e. 1st packet). The EMD shall be valid for a period of 180 days beyond Bid Validity i.e.



180 + 180 = 360 days after the date of opening of the tender. Any short validity, the tender shall be treated as unresponsive.

EMD must be submitted along with the Technical Bid (1st Packet) in form of **Demand Draft** or **Fixed Deposit Receipt** or **Bankers cheque** or **Bank Guarantee**. In case of **Demand Draft / Fixed Deposit Receipt / Bankers cheque**, it shall be drawn from any Scheduled Commercial Bank in India and shall be in favor of India Security Press, a Unit of SPMCIL, payable at Nashik and in case of **Bank guarantee**, the same is to be provided from / confirmed by any scheduled commercial bank in India as per the format specified under **Section XIII** in this tender document.

SIT-5: Tender Validity:

- (i) The tenders shall remain valid for acceptance for a period of **180 days after the date of tender opening** prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and liable to be rejected.
- (ii) In exceptional cases, the tenderers may be requested by ISP Nashik to extend the validity of their tender upto a specified period. Such request(s) and response thereto shall be conveyed by surface mail or by fax/ e-mail followed by surface mail. The tenderers who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- (iii) In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for ISP Nashik, the tender valid shall automatically be extended upto the next working day.
- (iv) **Compliance with the Clauses of this Tender Document:** Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

SIT-6: Two Bid System:

- a) **Technical Bid:** In the first instance, the **Technical Bid (1st packet)** of Tender document will be considered for the evaluation. These offers/ bid shall be scrutinized and evaluated with reference to the parameters prescribed in the Eligibility criteria, and parameters prescribed in the, Technical Specifications, List of Requirement and Quality Control Requirement by the competent committee / authority.
- b) **Financial Bid (Price Bid):** The **Financial Bids (2nd Packet)** of only the technically acceptable/ qualified offers shall be opened for further scrutiny and evaluation. The intimation regarding opening of price bids shall be given to qualified tenderers, to enable them to attend the price bid opening, if they so desire.

SIT-7: Comparison on CIF Destination Basis [Evaluation of Financial Bid]: *"The bidder/tenderer shall quote their prices strictly as per the proforma given in **Section-XI** of the Tender document. It is mandatory for Foreign/Overseas Bidders to quote prices, on both FOB as well as CFR basis as per the price schedule. The Foreign/Overseas Bidders must mention the Port of Shipment. No additional/ extra item with price shall be included other than that of **Section XI**".*

- i. For arriving at the L-1 price, the prices quoted by the bidders shall be compared on FOR ISP Nasik basis which includes all taxes, duties, surcharges, packing & forwarding charges, freight, insurance, etc. (as applicable) as per their Financial bid. For the purpose of comparison, the total FOR price of indigenous offer(s) shall be compared with the total landed price of foreign/overseas offer(s), as applicable. **It is mandatory for all foreign bidders to quote both on FOB and CFR basis.**



- ii. In case of indigenous offer, the price quoted shall be evaluated on FOR ISP Nasik basis which includes all taxes, duties, packing & forwarding charges, freight, insurance, etc. (as applicable) as per the price schedule.
- iii. In the case of foreign/overseas firm, Bidders are required to quote both FOB & CFR price [In both the cases (FOB & CFR), the Purchaser (i.e. India Security Press, a unit of SPMCIL) will borne the Insurance Cost]. SPMCIL reserves the right to place order either on FOB or CFR (whichever is beneficial to SPMCIL). For this purpose, the price comparison shall be done on basis of CFR price as quoted by the bidder and CFR price as derived by Purchaser. The quoted CFR price will be multiplied by the exchange rate between Indian Rupees and the quoted Foreign Currency, prevailing as on the date of opening of the (technical bid) tender opening. The applicable rate will be "BC selling rate" of State Bank of India and then CFR price shall be added with applicable Custom Duties as on the date of opening of price bid which are presently as under:
Basic Customs duty (BCD) @ 10% on CIF Value, Social Welfare Surcharge (SWS) @ 10% on Basic Customs Duty and IGST @ 12% on CIF Value + BCD + SWS will then be added to the converted CIF price of INR. On this net price, 1% of CIF Value will be added towards charges for port clearance and forwarding charges and estimated average inland freight up to destination to arrive at the total landed price.

SIT-8: Parallel contracts: The purchaser reserves the right to place parallel contracts on one or more firms, without any prejudice to the capacity of the L1 bidder, as given below.

The provision of parallel contract is as under:

- (i) The bidder firm should not quote for less than 25% of the tendered quantity; otherwise their offer would be considered as unresponsive.
- (ii) The rate quoted by L1 bidder will be counter offered to L2, L3 bidders and if agreed orders shall be placed at a ratio L1:L2:L3=50:30:20 of the total tendered quantity. In case of Non acceptance of Counter offer by L2 and/ or L3 bidder, the same shall be counter offered to L4 and so on at the sole discretion of the purchaser.
- (iii) If In any case, only one bidder accepts to match the rates of L1 bidder, then the orders shall be placed at a ratio 70: 30 among the two bidders at the sole discretion of the Purchaser.
- (iv) However, purchaser also reserves the right to place Purchase Order for the 100% tendered quantity on the lowest qualified bidder in case any of the L2, L3 and so on does not accept L1 rates.





Tender Number: 6000018035

SECTION IV: GENERAL CONDITION OF CONTRACT (GCC)

Please refer the link :

<https://spmCIL.com/uploaddocument/GCC/new.pdf> for further details

GCC (Total pages: 36)

BIDDERS ARE REQUESTED TO DOWNLOAD 35 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DCOUMENT.



SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

Sl. No	GCC Clause No.	Topic	Modify/ Substitute/ Supplement	SCC Provision
1	6.	Performance Bond/ Security	Modify	SCC-1 (Mentioned Below)
2	9.	Inspection and Quality Control	Supplement	SCC-2 (Mentioned Below)
3	15.3	Distribution of Despatch Documents for clearance/ Receipt of Goods	Modify	SCC-3 (Mentioned Below)
4	19.3	Option Clause	Modify	SCC-4 (Mentioned Below)
5	21.	Taxes and Duties	Supplement	SCC-5 (Mentioned Below)
6	22.3	Terms and Mode of payments	Substitute	SCC-6 (Mentioned Below)
7	26.	Termination for default	Supplement	SCC-7 (Mentioned Below)
8	29.	Termination for convenience	Supplement	SCC-8 (Mentioned Below)

SCC-1: Performance Bond/ Security:

- a. Within twenty-one days after the issue of '**Notification of Award of Contract / Letter of Intent (LoI)**' by India Security Press (a unit of SPMCIL), the supplier shall furnish performance security to India Security Press (a unit of SPMCIL) for an amount equal to ten per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- b. The *Performance Security* shall be denominated in the currency of the contract and shall be in one of the following forms:
 - i. *Account Payee Demand Draft* or *Fixed Deposit Receipt* drawn on any commercial bank in India, in favour of India Security Press, a Unit of SPMCIL.
 - ii. *Bank Guarantee* issued by a commercial bank in India, in the prescribed form as provided in **Section XV** of this document.
- c. In the event of any loss due to supplier's failure to fulfil its obligations in terms of the contract, the amount of the *Performance Security* shall be payable to India Security Press, a unit of SPMCIL to compensate India Security Press, a unit of SPMCIL for the same.
- d. 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.
- e. Subject to GCC sub-clause 6.3, SPMCIL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

SCC-2: Inspection and Quality Control In addition to clause No. 9 of GCC the following shall also be applicable:-

i) **Pre-despatch Inspection:** The supplier has to intimate India Security Press (a unit of SPMCIL) regarding availability of the material produced (along with the quantity) for carrying out Pre Despatch Inspection (PDI), at least 45 days before the date of despatch. At the discretion of the Chairman and Managing Director, Security Printing and Minting Corporation of India Limited or The Chief General Manager, India Security Press, Nasik, Maharashtra, authorized official(s) of SPMCIL/ISP will carry out Pre-shipment inspection at manufacturer's site. All expenses towards the travel, boarding, lodging, miscellaneous expenditure and daily allowance etc. shall be borne by the purchaser. In the event that the purchaser is not able to depute its representative; it shall issue specific authorization to the supplier to dispatch the said material with waiver certificate.

ii) The supplier should submit detailed Laboratory Test report of each consignment mentioning each of the given parameters and their test results. If the tests are carried out at external lab, firm should carryout it at Govt. / NABL approved lab with consent of Purchaser.

iii) The material supplied by the successful bidder will be accepted on manufacturer's test certificate from its own laboratory or a laboratory of repute conforming to all parameters as per Technical Specifications provided in the **Section VII** of Tender document. The Purchaser reserve the right to get the material supplied tested from in-house laboratory or any other laboratory of repute. In case the material is found not meeting the specifications, then the purchaser shall be entitled to cancel the contract, and if so desired, purchase or authorize purchase of the stores at the risk and cost of the supplier.

iv) The defects, if any found in the supplied lot, will be rejected and destroyed in ISP, whose cost will be borne by the supplier. Also the supplier should supply the replacement for the defective quantity at Free of Cost on FOR ISP basis in the subsequent lots, if any. Otherwise equivalent amount by adding probable production loss, shall be deducted from the payment due to the supplier or from the Performance security Deposit.

SCC-3: Distribution of Despatch Documents for clearance/ Receipt of Goods: For Imported Goods, within 3 days of despatch, the supplier will notify *India Security Press, (a unit of SPMCIL)*, consignee and other concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/ email:

- a. Clean on-Board Airway Bill / Bill of Lading (B/L)
- b. Original Invoice
- c. Packing List
- d. Certificate of Origin from Seller's Chamber of Commerce
- e. Certificate of Quality and current manufacture from OEM
- f. Dangerous Cargo Certificate, if any.
- g. Insurance Policy of 110% of CFR value, if contract is awarded on CFR basis.
- h. Performance Bond / Warranty Certificate.
- i. Any other document(s) given in the Contract/Purchase Order.

SCC-4: Option Clause: The Purchaser reserves the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.



SCC-5: Taxes and Duties: If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.

SCC-6: Terms and Mode of Payment:

- a. 100% Payment will be made through irrevocable letter of credit to be opened by Purchaser through Purchaser's Bank in favour of SELLER. Such letter of Credit shall be automatic with a limit of covering total value of each shipment subject to total selling of value.
- b. Payment of 80% of FOB/CFR value will be arranged on receipt of following documents after shipment /dispatch:
 - i. Invoice in Quadruplicate, duly signed by supplier.
 - ii. 4 copies of packing list.
 - iii. 2 copies of certificate of country of origin issued by chamber of commerce.
 - iv. Inspection certificate. if inspection has been waived, then quality test certificate of the manufacturer along with the Inspection Waiver Certificate.
 - v. 2 copies of manufacture's test certificate.
 - vi. 4 copies of clean on Bill of Lading /Airway bill issued by authorized agency by the purchaser.
 - vii. Two copies of bill of exchange duly mentioning the amount claimed.
 - viii. Certificate from the supplier confirming that the documents for shipment of the material have been sent / dispatched to all concerned in accordance with the stipulation in the contract.
 - ix. Catalogue, technical write up/literature, if any, for customs clearance purpose.
 - x. Certificate of No Agency company/Commission payable to any Indian agent involved in this transaction.
- c. Balance 20% of FOB / CFR value will be made on receipt of goods and issue of **Final Acceptance Certificate** by *India Security Press, Nashik (a unit of SPMCIL)*.
- d. Bank charges:
 - i. All bank charges for opening of letter of credit in respect of Purchaser's Banker(s) shall be borne by PURCHASER and those charged by SELLER's bankers shall be borne by the SELLER.
 - ii. The charges of extension of Letter of Credit or any confirmation if attributable to SELLER shall be paid by SELLER and not by the PURCHASER.
 - iii. The negotiating bank of the SELLER should give 5 clear working days (in India) notice to the Letter of Credit opening bank and the PURCHASER regarding the value and date of payment.

SCC-7: Termination for default: Without prejudice to any other remedy for breach of Contract, like removal from the list of registered suppliers, by written notice of default sent to the supplier, the contract may be termination in whole or in part :

- i) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted.
- ii) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.

SCC-8: Termination of Contract for convenience :

- i) If there is any change in policy of the Government of India, Purchaser reserves the right to foreclose the order/s and further, ISP reserves right to increase or decrease the quantity of any



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item or items or terminate the contract at any stage No claim whatsoever shall lie against the ISP on account of such termination of the contract or variation in the quantity placed at any point of time.

ii) ISP reserves the right to rescind/ short close/terminate the Contract without any financial repercussion to ISP without assigning any reason to anybody whatsoever.

Note: For respective obligations of the two parties with respect to the raw materials, including their destruction at the risk and cost of supplier, that remained unutilized in the event of foreclosure of a contract.



SECTION VI: LIST OF REQUIREMENTS

1.

Sch. No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money
(1)	<p>1. Cylinder Mould Multi-Tonal Watermarked High Rag Content Specially Sized Paper in Reel Form of 41 cms width.</p> <p>2. Cylinder Mould Multi-Tonal Watermarked High Rag Content Specially Sized Paper in sheet form of 800 mm x 570 mm.</p>	900 MT [(375-MT in reel) + (525-MT sheet)]	<p>INR 20,00,000/- (Indian Rupees Twenty Lakh Only) Or USD 24306 (United States Dollar Twenty Four Thousand Three Hundred Six only) Or EURO 22,370 (Euro Twenty Two Thousand Three Hundred Seventy only)</p>

****IMPORTANT NOTE: The quantity in reel and sheet form can be vary as per requirement keeping the total quantity same. The same will be informed to supplier prior to balance delivery(ies).**

2.	Required Delivery Schedule	<p>1. 1st lot of 150-MT in reel form, within 60 days from the date of issue of 'Notification of Award of Contract (Letter of Intent) / Purchaser Order'.</p> <p>2. 2nd lot of 100-MT in reel form, within 60 days from the date of supply of 1st Lot.</p> <p>3. 3rd lot of 125-MT in reel form, within 90 days from the date of supply of 2nd Lot.</p> <p>4. 4th lot of 125-MT in sheet form, within 90 days from the date of supply of 3rd Lot.</p> <p>5. 5th lot of 100-MT in sheet form, within 90 days from the date of supply of 4th Lot.</p> <p>6. 6th lot of 100-MT in sheet form, within 90 days from the date of supply of 5th Lot.</p> <p>7. 7th lot of 100-MT in sheet form, within 90 days from the date of supply of 6th Lot.</p> <p>8. 8th lot of 100-MT in sheet form, within 90 days from the date of supply of 7th Lot.</p> <p>[Note: In the event of Parallel contract, the delivery schedule will be proportionately divided among the suppliers]</p>
3.	Required Terms of Delivery	: On FOB / CFR Basis (for foreign bidder) as decided by Purchaser.
4.	Destination Seaport	: JNPT/Nhavasheva
5.	Preferred mode of transportation	: By Sea. (Partial consignment through Air, if required, at the cost of the Purchaser).

6. All the copies of tenders shall be complete in all respects with all their attachments/ enclosures duly numbered and signed on each and every page.
7. **Fall Clause:** If the contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date (the day of opening of Price Bid) for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanor under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.



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

Sr. No.	Description	Submitted / Not submitted	Page No.
1)	EMD: INR 20,00,000/- (Indian Rupees Twenty Lakh Only) Or USD 24306 (United States Dollar Twenty Four Thousand Three Hundred Six only) Or EURO 22,370 (Euro Twenty Two Thousand Three Hundred Seventy only).		
2)	Power of Attorney of the Authorized signatory duly Authorized by a person not below the Director level of the bidder firm for signing this Tender Document and order.		
3)	Detailed Technical Offer on the firm's letter head accepting the technical specification and the testing method as per Section VII .		
4)	Acceptance of the Delivery Schedule as per Section VI on the firm's letter head.		
5)	Acceptance of the quality control requirement as per Section VIII on the firm's letter head.		
6)	All pages of the tender documents (including GIT, GCC, SIT, SCC, List of requirements, Technical specification, quality requirements etc.) duly sign and stamp by the Authorized signatory of the bidder.		
7)	The required under takings as per Section IX on the firm's letter head.		

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

Sr. No.	Description	Submitted / Not Submitted	Page No.
(1)	Price Bid as per Section XI: Price bid of this tender document.		



SECTION VII: TECHNICAL SPECIFICATIONS

"BEING A SECURITY ITEM THE TECHNICAL SPECIFICATION HAS NOT BEEN UPLOADED IN THIS TENDER DOCUMENT. HOWEVER, THE TECHNICAL SPECIFICATIONS HAS BEEN SENT TO THE SOLICITED / SECURITY CLEARED FIRMS".

Note: Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1. The tenderer has to provide the required details, information, confirmations, etc. accordingly, failing which the offer is liable to be ignored. Prospective bidders shall comply with the feature specifications (including Warrantee Obligations) and submit a "Specification Compliance Certificate" with the **Technical Bid**.



SECTION VIII: QUALITY CONTROL REQUIREMENTS

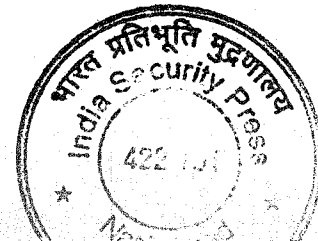
1. The *Cylinder mould multi-tonal Ashoka pillar watermark high rag content paper* shall conform to the technical specification as given in **Section VII**.
2. Other requirement :
 - a) The supplier should submit detailed Laboratory Test report of each lot / consignment mentioning each of the given parameters and their test results.
 - b) The defects, if any, found in the supplied lot, will be rejected and destroyed in ISP, whose cost will be borne by the supplier. Also the supplier should supply the replacement for the defective quantity at Free of Cost on FOR ISP basis in the subsequent lots, if any. Otherwise equivalent amount by adding probable production loss, shall be deducted from the payments due to the supplier or from the Performance Security Deposit.
 - c) In the question of Patent Rights, if any, the same should be dealt with by the supplier at his own risk and cost.
3. Packing: The packing should be seaworthy and air worthy as the case may be with suitable wooden plugs on both sides of Core to be given, five-ply cover of suitable width of corrugated board shall be used on circumference and both side edge of sheets to withstand sufficient impact of handling during transit. The side of sheets shall be protected by three-ply thick cardboard protective disc kept on both sides of sheets.
4. The material supplied by the successful bidder will be accepted on manufacturer's test certificate from its own laboratory or a laboratory of repute conforming to all parameters as per specification as stated above. The purchaser reserves the right to get the material supplied tested from in-house laboratory or any other laboratory of repute. In case the material is found not meeting the specification, then the purchaser shall be entitled to cancel the contract, and if so desired, purchase or authorize purchase of the stores at the risk and cost of the supplier.
5. The ***Cylinder Mould Cover having watermark design*** should be destructed in the presence of 'Inspection Officer / PDI Officer' of the Last Consignment/Lot and a Certificate to this affect should be submitted along with pre dispatch inspection report of last consignment/lot.



SECTION IX: QUALIFICATION/ ELIGIBILITY CRITERIA

(Already Qualification bid submitted by the firm)

1. The firm should submit the following undertaking / declaration, duly sealed and signed, on their letterhead, separately.
 - a) The product supplied by the bidders to India should be exclusive and a separate product / service should be offered to India, which should not be supplied to other countries.
 - b) There is no change in Directors/ Key Personnel of the organisation as submitted in the PQB document No.123/PR-44-PP-193/2022 dated 23.03.2022.
 - c) It is mandatory for the bidder/ supplier to inform to India Security Press, Nashik regarding any changes in management control or ownership of the company/ operator(s)/ executing the project.
 - d) A designated security agency may conduct security audits apart from emergency inspections of the production facilities / transport arrangements, if needed.
 - e) Any change in the Board of Directors, promoters or location of the company, it would be obligatory on the part of the bidder/ contracted company to inform India Security Press, Nashik for seeking fresh security clearance.
 - f) The bidders shall fill security clearance format / application properly and any misrepresentation / false claims may lead to denial of security clearance.
 - g) If Government of India does not clear the new Director(s) from the security angle, the firm shall be obliged to remove that Director immediately from the board, failing which, the procuring agency would reserve the right to forthwith terminate the contract with the firm. Further, the firm bidder must give commitment to compensate the procuring agency for loss, if any, on account of director(s) who does not secure a security clearance from the Government of India and due to any termination of the contract on this account.
 - h) Blacklisting: A declaration is to be submitted by the bidder firm that the firm has not been blacklisted/ debarred by any government agency/ PSU/ any reputed organization.
 - i) The bidder shall undertake not to reveal the specifications of the *Cylinder Mould Multi Tonal Ashoka Pillar Watermark High Rag Content Paper* in the main tender documents to any third party.
 - j) The bidder shall also undertake not to supply *Cylinder Mould Multi Tonal Ashoka Pillar Watermark High Rag Content Paper* to any other party/ country and that it will be responsible to maintain secrecy, security and exclusivity in case contract is awarded to them.
 - k) The bidder has to submit undertaking that the operations of the company in Pakistan/ China, should be suitably firewalled from the contract/ operations with Government of India and no employee who has previously worked or has been posted in Pakistan/ China, or is a Pakistani/ Chinese national or is a person of Pakistani/ Chinese origin should be engaged by the company for this project.



- l) The Companies should effectively safeguard the production and supplies by including unique taggants, wherever feasible.
- m) The bidder should inform India Security Press, Nashik regarding criminal case(s), if any, registered against the Company, owner, promoter, supplier, Principal Manufacturer or any of its directors after the issue of contract.
- n) If the entity is found indulging in acts inimical or prejudicial to India's national security or interest, the license/ tender/ contract shall be liable to be terminated.
- o) The production facilities and transport of the raw material should be adequately secured to prevent pilferage and/ or to circumvent from anti-national elements.
- p) We accept all the Terms and Conditions of the tender document unconditionally and there is no deviation in any of conditions including technical specification.
- q) The information given in the documents/ offer are correct and the bidder is aware that in case any information provided is found to be false at a later stage, India Security Press, Nashik reserves the right to reject/ disqualify the bidder at any stage of the tendering process without assigning any reason.
- r) At a later stage, if the bidder found guilty during the currency of tender and contract period, suitable action including blacklisting will be initiated by the purchaser.
- s) The authorized signatory is competent and legally authorized to submit the tender and / or to enter into legally binding agency.
- t) For respective obligations of the two parties with respect to the raw materials, including their destruction at the risk and cost of the supplier, that remained unutilized in the event of foreclosure of a contract.
- u) Purchaser may visit the bidder's manufacturing facilities at any time during the currency of tender and contract for verification, if required.

Note: The bids are liable for rejection for Non submission of above declarations/undertakings



Section X: Tender Form

Date.....

To

.....
.....
.....

(Complete address of SPMCIL)

Ref: Your Tender document No. dated

We, the undersigned have examined the above-mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (description of goods and services) in conformity with your above referred document for the sum shown in the price schedule(s), attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

We confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44 of the GIT.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We also solemnly declare as under:

1. MSMEs Status: Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

(a) Company /Partnership Firm /Proprietary Concern / Society/Trust / NGO/Others (Please Specify):.....

(b) Micro/ Small / Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:....

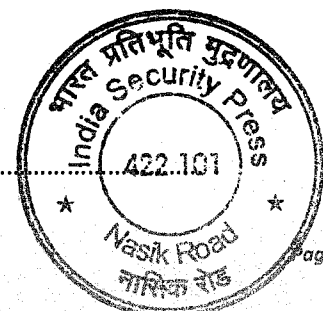
(c) Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):.....

(d) MSME Registration no. (with copy of registration):.....

(e) Udyog Aadhaar Memorandum no.....

(f) Whether Proprietor/ Partner belongs to SC/ ST or Women category.

(Please specify names and percentage of shares held by SC/ST Partners):.....





Tender Number: 6000018035

2. Make in India Status: Having read and understood the Public Procurement (Preference to Make in India PPP_MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for category of supplier:

- Class-I Local Supplier/
- Class-II Local Supplier/
- Non-Local Supplier.

(b) We also declare that

- There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for offered product, or
- We do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under this order.

3. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: Having read and understood the Order (Public Procurement No. 1) issued vide F.No.6/18/2019-PPD dated 23rd July 2020 (and its amendments if any) by Department of Expenditure, Ministry of Finance under the above provision and solemnly declare the following:

- We do not belong to any Country whose bidders are notified as ineligible under this order

4. Debarment Status: Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Deptts. of Government of India or by any State Govt:

- Yes (with period of Ban)
- No, We, solemnly declare that neither we nor any of our affiliates or subsidiaries – including subcontractors or suppliers for any part of the contract – do not stand declared ineligible/blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations.

5. Penalties for false or misleading declarations: I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of code of Ethics and would attract penalties as mentioned in this tender document, including debarment.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign tender for and on behalf of

.....
.....



SECTION XI: PRICE SCHEDULE

(Foreign Offers)

[Note: This proforma is to be used only for offers of imported goods by Foreign Bidders.]

To,
Chief General Manager
India Security Press,
(A unit of Security Printing & Minting Corporation of India Ltd.)
Nashik Road – 422101 (Maharashtra), India.

OFFER FORM for Tender No: 6000018035/12/PR-44-PP-193/2022 Dated: 24.05.2023

We.....hereby certify that we are established firm of manufacturers/authorized agents of M/s.with factories atwhich are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of(Name of Purchaser). We hereby offer to supply the following items at the prices indicated below:-

Sr. No.	Description	Specifications	Country of Origin	Unit of Quantity	Quantity Offered
1	2	3	4	5	7
1]	Cylinder mould multi-tonal Ashoka pillar watermark high rag content paper	As per <u>Section VII: Technical Specifications</u>		MT	

Price per unit exclusive of Agency Commission (in the quoted currency / currencies) GST per unit in INR if extra on the Agency Commission in India			Agency commission per unit (inclusive of agency commission in the quoted currency / currencies)	Total CFR value of offer per unit	Terms of payments	Delivery Period	Gross weight and dimensions of package per unit
6			7A	8	9	10	11
Quoted currency (INR or Euro or USD) 6(a)	Name of 'FOB port of country of supply' & 'FOB price per MT' 6(b)	CFR price per MT for Indian Port: 'JNPT / Nhava-sheva' 6(c)		[6(c)+7A]	As per SCC-6 of 'Section V : Special Conditions of Contract (SCC)'	As per 'Section VI : List of Requirements'	

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

- 1] **Scope of Supply** (Cost break-up of the quoted cost, showing inter-alia costs of all the concomitant Installation / Commissioning / Training / Technical Support / Incidental Services / Software / accessories, considered necessary to make the proposal self-contained and complete must be indicated here.):
.....
- 2] We are agreeable to payment of agency commission to our Agents in India in non-convertible Indian Rupees:
 - a. The name and address of Agent:
 - b. Service to be rendered by the Agent:
 - c. Amount of remuneration for the Agent:
 - d. PAN Number of the Agent:
 - e. Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.); GSTIN number; Registered Address in GSTIN; Place of Delivery for GST Purpose; and GST (including GST Cess) if any to be paid extra on Agent's remuneration:



- 3] It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in **Section VII & VIII** – Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.
- 4] We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of ----- days from the date of opening of tender (i.e., upto -----), We shall be bound by the communication of acceptance despatched within the prescribe time.
- 5] Earnests Money/Bid Guarantee for an amount equal to is enclosed in form of (form and reference number, date) as per the Tender Documents.

Dated:

Signature and seal of Manufacturer/Bidder:

Note:

- (i) The Bidder may prepare their own offer forms as per this proforma.
- (ii) No change in the proforma is permissible.
- (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialed by the bidder.
- (iv) Figures in Columns 5 to 9 (both inclusive) should be in both figures and words.
- (v) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.



Section XII: Vendor Details

The tenderer should furnish specific details mentioned below. In case a question/ issue does not apply to a tenderer, the same should be answered with the remark "not applicable".

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or misleading answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

1. Vendor/ Contractor particulars:

- (a) Name of the Company:
- (b) Corporate Identity No. (CIN):
- (c) Registration if any with SPMCIL:
- (d) Complete Postal Address:
- (e) Pin code/ ZIP code:
- (f) Telephone nos. (with country/area codes):
- (g) Fax No.: (with country/area codes):
- (h) Cell phone Nos.: (with country/area codes):
- (i) Contact persons /Designation:
- (j) Email IDs:

2. Taxation Details:

- (a) PAN number:
- (b) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):
- (c) GSTIN number:
- (d) Registered Address as per GST registration and Place of Delivery for GST Purpose:
- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

We solemnly declare that our GST rating on the GST portal / Govt. official website is NOT negative / blacklisted during the last three financial years.

.....
(Signature with date)

.....
.....

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)

For and on behalf of

.....
.....

(Name, address, and stamp of the tendering firm)





Section XIII: Bank Guarantee Form for EMD

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

Ref:

Date:

Bank Guarantee No.:

To,
(Insert Name & Address of the Purchaser)

Dear Sir,

Whereas (Hereinafter called the "Tenderer") has submitted its bid numbered dated for the supply of(Hereinafter called the "tender") against 's (insert name of Purchaser) (hereinafter called as the 'Purchaser') tender enquiry No. opened on Know all persons by these presents that we of (hereinafter called the "Bank") having our registered office at

..... are bound unto the Purchaser, in the sum of for which payment will and truly be made forthwith, on demand by the Purchaser, without demure to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

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

The conditions of this obligation are —

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

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

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

Date:
Place:

Signature
(Printed Name)
(Designation)

Witnesses:
(Bank's Common Seal)





Section XIV: Manufacturer's Authorization Form

To

.....
.....

(Name and address of SPMCIL)

Dear Sirs,

Ref. Your Tender document No....., dated

We,, who are proven and reputable manufacturers of (name and description of the goods offered in the tender) having factories at....., hereby authorise Messrs..... (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

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

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

Yours faithfully,

.....
.....

[Signature with date, name, and designation]
for and on behalf of Messrs.....

[Name & address of the manufacturers]

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





Section XV: Bank Guarantee Form for Performance Security

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND (ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

Ref

Date

Bank Guarantee No

To, (Insert Name & Address of the Purchaser)

Dear Sir,

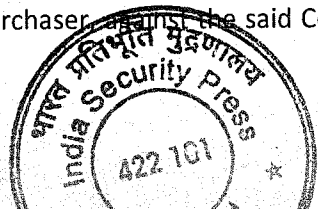
1. Against contract vide Notification for Award of the Tender No dated covering supply of (hereinafter called the 'contract') entered into between the (insert name of Purchaser) (herein after called as the Purchaser) and M/s. (here in after called the 'Contractor'), this is to certify that, at the request of the Contractor, we (name of the bank), are holding in trust in favour of the Purchaser, the amount of(write the sum here in words), to indemnify and keep indemnified the Purchaser, against any loss or damage that may be caused to, or suffered by the Purchaser, by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor; and the amount of loss or damage that has been caused or suffered by the Purchaser, shall be final] and binding on us, and the amount of the said loss or damage shall be paid by us, forthwith on demand and without demur to the Purchaser.

2. We (name of the bank), further agree that, the guarantee herein contained, shall remain in full force and effect, for sixty days after the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later, i.e. till, (hereinafter called the 'said date') and that if any claim accrues or arises against us (name of the bank), by virtue of this guarantee before the said date, the same shall be enforceable against us (name of the bank), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us ..,..... (name of the bank), by the Purchaser, before the said date. Payment under this bond of guarantee shall be made promptly, upon our receipt of notice to that effect, from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we (name of the bank), undertake not to revoke this guarantee during its currency, without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser, any money so demanded, notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceeding pending before any Court or Tribunal, relating thereto, our liability under this present, being absolute and unequivocal. The payments so made by us under this bond, shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us, for making such payments.

5. We..... (name of the bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract, or to extend time of performance by the Contractor, from time to time, or to postpone for any time or form, time to time, any of the powers exercisable by the Purchaser, against the said Contractor and





Tender Number: 6000018035

to for bear or enforce any of the terms and conditions relating to the said contracts and we..... (name of the bank), shall not be released from our liability under this guarantee, by reason of any such variation or extension being granted to the said Contractor, or for any forbearance and/or omission on the part of the Purchaser, or any indulgence by the Purchaser towards the said Contractor, or by any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

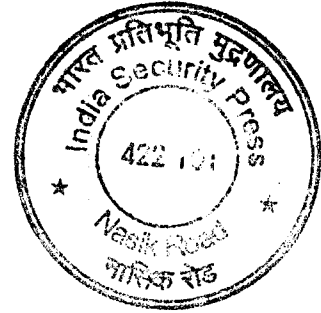
Date:

Place:

Signature
(Printed Name)
(Designation)

Witnesses:

(Bank's Common Seal)





Section XVI: Contract Form

(Address of SPMCIL's office issuing the contract)

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

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

- 1. Name & address of the Supplier:
- 2. SPMCIL's Tender document No..... dated..... and subsequent Amendment No....., dated..... (If any), issued by SPMCIL
- 3. Supplier's Tender No..... dated..... and subsequent communication(s) No..... dated, (If any), exchanged between the supplier and SPMCIL in connection with this tender.
- 4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) SPMCIL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under **Section - V** - 'General Conditions of Contract' of SPMCIL's Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/ services	Accounting Unit	Quantity to be supplied	Unit Price (in Rs.)	Total price

Any other additional services (if applicable) and cost there of:

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule:
- (iii) Details of Performance Security:
- (iv) Quality Control:





(a) Mode(s), stage(s), and place(s) of conducting inspections and tests.

(b) Designation and address of SPMCIL's inspecting officer

(v) Destination and despatch instructions:

(vi) Consignee, including port consignee, if any:

(vii) Warranty clause:

(viii) Payment terms:

(ix) Paying authority:

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

For and on behalf of.....

Received and accepted this contract

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

For and on behalf of

(Name and address of the supplier)

.....
(Seal of the supplier)

Date:

Place:





Tender Number: 6000018035

Section XVII: Letter of Authority for attending a Pre-bid Conference/ Bid Opening

(Refer to clause 24.2 of GIT)

To,
The General Manager
(Unit Address)

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

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

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

Note:

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

