

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

Tel No 00 91 253 2402200  
Fax No 00 91 253 2462718  
Email: [purchase.isp@spmCIL.com](mailto:purchase.isp@spmCIL.com)  
Website: <http://ispnasik.spmCIL.com>

**Not Transferable**

***Security Classification: Security item***

**PRE-QUALIFICATION BID (PQB) NOTICE FOR PROCUREMENT OF 21 MILLION SHEETS OF HEAT ACTIVATED ULTRA VIOLET FILM WITH DIMENSION 266 MM X 192 MM.**

**Global PQB Tender No. 54/PR-01(HAUV)/24**

**Dated: 16/02/2024**

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

Tender Documents is sold to:

<b>M/s</b> _____
<b>Address</b> _____

Details of Contact person in SPMCIL regarding this tender:

Name, Designation: Ashok Sharma, Jt. General Manager (Materials)

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

**Phone: + 91 253-2402219  
Fax : + 91 253-2462718  
Email : [purchase.isp@spmCIL.com](mailto:purchase.isp@spmCIL.com)**

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

## **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 standi 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.

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## Section I: Notice Inviting Tender (NIT)

INDIA SECURITY PRESS

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Tel No 00 91 253 2402200

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Website: <http://ispnasik.spmCIL.com>

**Global PQB Notice No: 54/ PR-01(HAUV)/24**

**Date: 16/02/2024**

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

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Remarks
1	Heat Activated Ultra Violet film with dimensions 266 mm X 192 mm	21 Million sheets	----

Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	Pre Qualification Bid (PQB) International Competitive Bidding (ICB).
Security Classification	Security Sensitive Item
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.
Dates of sale of PQB documents:	<b>From 16/02/2024 to 05/04/2024 during Office hours.</b>
Place of sale of PQB documents	Purchase Section, India Security Press, Nashik Road-422 101, Maharashtra, India
Cost of the PQB document	NA
Closing date and time for receipt of tenders	<b>05/04/2024 up to 14:30 Hrs</b>
Place of receipt of tenders	India Security Press, Nashik Road-422 101, Maharashtra, India
Time and date of opening of Pre Qualification Bid	<b>15:00 Hours on 05/04/2024</b>
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-422 101, Maharashtra, India
Officer to be contacted for clarifications/ help:	Jt. GM (Materials)

2. Eligibility to participate as per Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighbouring countries shall apply to this tender.
3. Please note that SPMCIL reserves its right to grant Purchase preferences in accordance with Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018 (as amended/ revised).
4. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website <http://ispnasik.spmcil.com> for further details.
5. Tenderer may also download the tender documents from the web site mentioned above and submit its tender by utilizing the downloaded document; the bidder must not make any changes to the contents of the documents, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section-III).
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 on or before the closing date and time indicated in the Para 1 above in the tender box located at the address given below, failing which the tenders will be treated as late and rejected. Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents.
7. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the purchase organisation, the tenders will be sold/ received/opened on the next working day at the appointed time.
8. The tender documents are not transferable.
9. The bidder, their affiliates, or subsidiaries – including subcontractors or suppliers for any part of the contract – should not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Tender Form (Section III).

10. Content of Bid Documents: The PQB document includes:
- a) Section I : Notice inviting PQB
  - b) Section II : Eligibility Criteria
  - c) Section III : Tender Form
  - d) Section IV : General Instructions for the bidders
  - e) Section V : Application for Pre-qualification
  - f) Section VI : Manufacturer's authorization Form
  - g) Section VII : Format for filling company details.
  - h) Section VIII: Vendor Details
  - i) Section IX : Letter of Authority for attending a Bid Opening
11. SPMCIL has appointed following independent external monitors for the Integrity pact in consultation with Central Vigilance Commission (CVC):

(i) Shri Anil Kumar, IAS (Retd.) House No. 19, Defence Enclave, (near Preet Vihar Metro Station), Vikas Marg, Delhi 110 092 Email id: <a href="mailto:anilsec1953@gmail.com">anilsec1953@gmail.com</a>	(ii) Ms. Nirmal Kaur, IPS (Retd.) D-1/12, Nepal House, Doranda, Ranchi-834002. Email id: nirmalkaur1983@gmail.com
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**SD/-**  
**Jt. General Manager**  
**(Materials)**  
**For Chief General Manager**  
**India Security Press, Nashik**

**Address for dropping the tender documents**

Green gate,  
India security press, Nashik road-422 101,  
Maharashtra, India

## Section II: Eligibility Criteria

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

**(a) Experience and past performance:** The bidder (manufacturer or principal of authorised representative –hereinafter referred simply as ‘The Bidder’) should have manufactured and supplied at least 61,60,000 (6.16 Million) sheets Heat Activated Ultra Violet Film in the minimum dimension of 266 mm X 192 mm in any one of the last five years ending on “31<sup>st</sup> March 2023” (Bidders who follow calendar year as financial year the date will be 31<sup>st</sup> December 2022).

**Note:** *\*(i) Copies of PO’s and completion/experience certificates issued by customers to be provided in support of above.*

*ii) Start-ups and Micro and small Enterprises are exempted from Experience and Past Performance criteria. In case any bidder is seeking exemption from Experience and Past Performance criteria, the supporting documents to prove his eligibility for exemption must be submitted along with the PQB offer for evaluation.*

**(b) Capability, equipment and manufacturing facilities:**

(i) The bidder firm must have an annual capacity to manufacture and supply at least 61,60,000 (6.16 Million) sheets of Heat Activated Ultra Violet Film in the minimum dimension of 266 mm X 192 mm.

(ii) The bidder firm should provide the following information:

(a) Name of the machine utilized to supply the quoted product.

(b) The number of machines being utilized for the production and the capacity of each machine.

(c) Total Annual capacity of Manufacture.

(d) Supply Orders in hand and proportionate capacity to supply the quoted amount.

**Note:** At the discretion of the purchaser, the capacity/ capability Assessment/ Verification of bidder/ manufacturer firm(s) might be undertaken by Committee or through a third party Technical Consultancy/ Inspection agencies to ensure that the firm is/ are identified and capable to supply the item/material/product as required.

**(c) Financial standing:**

(i) The average annual financial turnover of the bidder firm (manufacturer or principal of authorized dealer) during the last three years ending on 31<sup>st</sup> March 2023 (Bidders who follow calendar year as financial year the date will be 31<sup>st</sup> December 2022)”, i.e. 2020, 2021 and 2022 in case Financial Year is maintained calendar year wise OR 2020-2021, 2021-2022 and 2022-2023 if the Financial Year is maintained other than Calendar Year should be at least Rs.11,51,38,000/- OR EURO 1292900 OR USD 1385800 as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

**Note:** *The Average Annual Turnover criteria are exempted for Start-ups and Micro and Small Enterprises. In case any bidder is seeking exemption from Turnover criteria, the supporting documents to prove his eligibility for exemption be submitted along with the PQB offer for evaluation.*

- (ii) The Bidder should not have suffered any financial loss for more than one year during the last three years Financial Year ending on 31<sup>st</sup> March 2023 (Bidders who follow calendar year as financial year the date will be 31<sup>st</sup> December 2022).
- (iii) (a) The net worth of the Bidder should not be negative on 31<sup>st</sup> March 2023 (Bidders who follow calendar year as financial year the date will be 31<sup>st</sup> December 2022) and also  
  
(b) should not have eroded by more than 30% in the last three years, ending 31<sup>st</sup> March 2023 (Bidders who follow calendar year as financial year the date will be 31<sup>st</sup> December 2022).

**Note:** *The criteria for Capability, Equipment and Manufacturing facilities as well as financial loss and net worth under the financial standing eligibility criteria (above) shall be applicable to all the bidder firms including MSES & Startup Firms.*

- 2. The bidder shall provide the details of the ownership of the company and details of owners/ directors along with complete addresses of the owners/ directors and their other activities. If the company is owned by another company similar details of the owner should be provided. The details are to be provided as per the format given **Section VII (Format for submission of Key Personnel details)**. Also inform who is the ultimate beneficial ownership of the bidding firm along with the details such address, age, parentage, passport details etc of shareholding.
- 3. The bidders shall fill security clearance format/ application properly and any misrepresentation/ false claims may lead to denial of security clearance.
- 4. All the Capacity/capability related data must be certified by the authorized signatory of the bidder firm.
- 5. All the financial data has to be duly certified by certified accountants e.g. Chartered Accountant / Cost Accountant. The bidder has to submit a copies of audited financial documents (Balance sheets, Profit & Loss account statement, etc), or Audited Annual reports in support of clause no. 1(c) above.
- 6. Indian Bidder firm shall submit the copy of PAN and GST Registration Certificate.
- 7. **Other Eligibility requirements for the Bidders:**
  - (a) Names of organization(s)/ firm(s) with addresses and telephone numbers, fax numbers, email addresses to which they have manufactured and supplied such Heat Activated Ultra Violet (HAUV) Film indicating the details and quantities supplied annually during the last five years.



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

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

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

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

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

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

In such cases order will be placed on Principal manufacturer.

(e) Principal/ manufacturer shall meet the Qualifying criteria. Agent may be required to furnish the necessary details of key personnel as per section VIII for Security Clearance.

(f) **Manufacturer's Authorization Form:** In case the bidder firm/ bidder offers to supply "Heat Activated Ultra Violet (HAUV) Film", which is manufactured by some other firm, the bidder has to be duly authorized by the manufacturer of the stated material to quote for and supply the same to India Security Press, a unit of SPMCIL. The bidder shall submit the manufacturer's authorization form to this effect as per the standard form provided under section VI in this document.

(g) In case the tenderer is an Indian agent quoting on behalf of foreign manufacturer, the Indian agent should be already enlisted under the compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies and Disposals (DGS &D). Documentary evidence regarding same to be submitted along with tender.

**NOTE:**

If an agent is participating on behalf of a Manufacturer with the support of Manufacturer Authorization Certificate, the above said eligibility criteria should be complied by Manufacturer only and not by the Agent. Also Order shall be placed on the successful Principal Manufacturer only.

(h) The Indian/local bidder shall submit Local Content details as per clause No. 9; Verification of Local content, of Public procurement (Preference to make in

India) order 2017 No. P-45021/2/2017-PP(BE-II) & as per section III; Tender form clause no. 2. Make in India Status; it is requested to provide a certificate from statutory auditor or cost auditor of your company.

8. The 'Integrity Pact' which is enclosed at Section X of this PQB document will be deemed to be part of the contract. The 'Integrity Pact' essentially envisages and agreement between the prospective vendors/ bidders and the buyer, committing the persons/ officials of both sides, not be resort to any corrupt practices in any aspect/ stage of the contract. Only those vendors/ bidders, who commit themselves to such a pact with the buyer, would be considered competent to participate in this tender/ bid.

9. **Following declaration/ undertakings shall be submitted along with the offer/ bid document duly sealed and signed by the authorized signatory of bidders as well as Principal Manufacturer (if any).**

- a) The product/service supplied by the bidders to India should be exclusive and this product/ service should not be supplied by the bidders to other countries.
- b) 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.
- c) A designated security agency may conduct security audits apart from emergency inspections of the production facilities/ transport arrangements, if needed.
- d) 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.
- e) 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.
- f) The bidder shall undertake not to reveal the specifications of the Heat Activated Ultra Violet (HAUV) Film in the main tender documents to any third party.
- g) The bidder shall also undertake not to supply Heat Activated Ultra Violet (HAUV) Film to any other party/ country and that it will be responsible to maintain secrecy, security and exclusivity in case contract is awarded to them.
- h) The bidder has to submit undertaking that the operations of the company in Pakistan/ China, should be suitably firewalled from the contract/ operations in 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.
- i) The Companies should effectively safeguard the production and supplies by including unique taggants, wherever feasible.

- j) 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.
- k) 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 termination.
- l) The production facilities and transport of the raw material should be adequately secured to prevent pilferage and / or to circumvent threats from anti-national elements.
- m) 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.
- n) Any wrong declaration / concealing of facts or truncating the declaration in order to conceal information in the security clearance application may result in summary denial of security clearance.
- o) The bidders shall fill Security Clearance format / application properly and any misrepresentation / false claims may lead to denial of security clearance.
- p) We accept all the Terms and Conditions of the tender document unconditionally and there is no deviation in any of conditions.
- 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 tendency 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 tendency of tender and contract for verification, if required.

**Note:** The bids are liable for rejection for Non submission of above declaration.

### Section III: 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 clause19, 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 Adhar Memorandum No.....

(f) Whether proprietor/ Partner belongs to SC/ ST or Women category. (please specify names and percentage of shares held by SC/ ST Partners):.....

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

(a) Self-Certification for category of supplier:

☐ Class-I Local Supplier/

☐ Class-II Local Supplier/

☐ Non-Local Supplier.

(b) We also declare that:

☐ There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for offered product, or

☐ 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/ dept. 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 details. We understand 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

.....  
.....

May Kindly Refer General Instructions to Tenderers (GIT -Total pages: 61).

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

May Kindly Refer General Condition of Contract (GCC-Total pages: 36)

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

## **Section IV: General Instruction for the Bidders**

### **1. Eligible Tenderers**

**1.1** Subject to provisions in following paras in this section, this invitation for tenders is open for all suppliers who fulfill the eligibility criteria specified in these documents. Please refer to Section II: Qualification/ Eligibility Criteria.

**1.2** The bidder, their affiliates or subsidiaries- including subcontractors or suppliers for any part of the contract-should not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Tender Form (Section III).

**1.3** Unless otherwise stipulated in the NIT/SIT, joint Ventures/ Consortiums shall not be considered in this tender.

**1.4** Under Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised from time to time) any Nodal Ministry for its items may issue directions to exclude bidders from a country from eligibility for its procurement as measure of reciprocity of such action by that country against Indian Suppliers. For this purpose, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

**1.5** Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Salient features of this are:

I. Any bidder from a country which shares a land border with India (excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard.

*"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.*

II. In tenders for Turnkey contracts including works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

*"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to*

*contractors from such countries;; and solemnly certify that we are not from such a country or, if from such a country, we are registered with Competent Authority (copy enclosed) and we will not subcontract any work to a contractors from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regards and are eligible to be considered."*

III "Bidder" (including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

IV "Bidder from a country which shares a land border with India" for the purchase of this Order means:-

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

V The beneficial owner for the purpose of (III) above will be as under:

(a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

**(b) Explanation:**

1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of Capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or



entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

VI An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2. The bidder shall provide testimony in support of the requirements given in Section II: eligibility criteria, wherever applicable, failing which the PQB will be rejected summarily without further correspondence.

3. Only those bidders found eligible in the Pre-qualification Bid and security cleared by Government of India will be issued tender documents and detailed specifications. Such bidders shall be asked to submit the EMD along with the techno-commercial bids valid for a period of 120 days from the last date of submission of the techno-commercial bid.

4. The applications as per enclosed format are to be submitted in a sealed cover superscribing on the top of the cover **“Pre-qualification Bid document for the supply of Heat Activated Ultra Violet (HAUV) Film due on 05/04/2024”** and to be submitted to the Chief General Manager, India Security Press, Nashik Road-422 101, Maharashtra, India by 1430 Hours (IST) on or before **05/04/2024**.

5. Applications received after the due date and time shall be summarily rejected. The responsibility to submit PQB before the due date and time rests with Bidder and ISP will not entertain any explanation/ reason for late submission.

6. India Security Press Nashik will not be responsible for any kind of delay in delivery of bids.

7. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder shall be verified from the parties for whom work has been done.

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.

(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.

(v) For MSE firms, Parallel contract is applicable as per MSME guidelines issued time to time.

**9. Fall Clause:**

If the rate contract holder reduces its price or sells or even offers to sell the 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 days 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 misdemeanour and action, as appropriate, would be taken as per provision of that clause.

10. The bidder should confirm the possession of adequate material security arrangements to protect the integrity of the security features and should have written security plan for their storage and accounting.

11. If the bidder wishes to attend the opening of PQB, the bidder firm may depute their representative along with the Letter of Authority for attending a Bid Opening (as per format given in Annexure-IX).

## Section V: Application for Pre-qualification:

Manufacture and supply of "Heat Activated Ultra Violet (HAUV) Film".

**PQB NO. 54/PR-01(HAUV)/24**

**Dated 16/02/2024**

1. Name and address of the company/ firm/ organisation.....
2. Is the company/ firm/ organisation manufacturing and supplying Heat Activated Ultra Violet (HAUV) Film in the minimum dimension of 266mm X 192mm for the last five years? If not, specify since when you are in business of manufacturing and supplying of Heat Activated Ultra Violet (HAUV) Film.....
3. The firm shall provide the following details with the bid documents:
  - (a) Name of the machine(s) utilized to supply the quoted product.
  - (b) The number of machines being utilized for the production and the capacity of each machine.
  - (c) Total Annual Capacity of the Machine.
  - (d) Supply orders in hand and proportionate capacity to supply the quoted amount.
4. The annual capacity of the bidder to manufacture and supply of Heat Activated Ultra Violet (HAUV) Film:

Sr. No.	Year	Quantity of Heat Activated Ultra Violet (HAUV) Film supplied
001	2018/2018-2019	
002	2019/2019-2020	
003	2020/2020-2021	
004	2021/2021-2022	
005	2022/2022-2023	

5. Financial details for last three years (to be certified by independent CA)

Sl No	Financial year	Annual Turnover (in.....)	Profit/ Loss (in.....)	Net worth (in.....)	Remarks
(a)	2020/2019-2020				
(b)	2021/2021-2022				
(c)	2022/2022-2023				

6. The declarations/ undertaking mentioned at clause No. 7 of Section II: Eligibility Criteria are to be enclosed with this application.

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

Sl. No.	Description	Submitted/ Not submitted	Page No.
1.	Documentary evidence towards experience and past performance as per clause No. 1. (a).		
	Documentary evidence towards capacity as per clause 1 (b)(i) & (ii) of Section II.		
2.	Documentary evidence towards financial data as per clause 1 (c) (i) of Section II.		
3.	Documentary evidence towards financial data as per clause 1 (c) (ii) of Section II.		
4.	Documentary evidence towards financial data as per clause 1 (c) (iii) of Section II.		
5.	Details of the ownership of the company and details of owners/ directors along with complete addresses of the owners/ directors and their other activities as per section VII.		
6.	Power of attorney for signing the bid document as per clause No. 6 (b) of section II.		
7.	Names of organization(s)/ firm(s) with addresses and telephone numbers, fax numbers, email addresses to which they have manufactured and supplied such Heat Activated Ultra Violet (HAUV) Film indicating the details and quantities supplied annually during the last five years as per clause No.6 (f) of Section II.		
8.	Documentary evidence towards Manufacturer's Authorisation Form as per clause 6 (e) of Section II.		
9.	Undertakings duly signed and stamped as per clause 7 (a) to 7 (r) of section II.		
10.	Declaration regarding Local Content as per clause 6 (g)		
11.	Dully Filled Section III: Tender Form.		
12.	Dully Filled Section VIII: Vendors Details.		
13.	Duly signed and stamped PQB document.		
14.	Duly filled-in sealed and signed Section XX: Pre-Bid/ Pre-Contract Integrity pact.		

Signature of Authorised person

Name

Designation

Date

Seal of the Company

## Section VI: Manufacturer's Authorisation Form

To

.....

.....

(Name and address of SPMCIL)

Dear Sirs,

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

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

We further confirm that no supplier or firm or individual other than Messers.....  
..... (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:VII Format for filling company details.**

Proforma for application for security clearance in currency sector/ e-passport inlays

(All fields are mandatory)

### **I. Details in respect of applicant company :**

Sl. No.	Name of the company	Registration number with date	Registered office address and correspondence address	Previous name of the company, if any	Products/ services offered	Detailed of earlier approvals, if any (ref. no. and date)

### **II. Details in respect of Foreign Collaborator, if any:**

Sl. No.	Name of foreign collaborator in respect of the products/ services being offered in India	Registration number with date	Registered office address and correspondence address	Previous name of the company, if any	Type of collaboration with the applicant company viz., technical/ financial/ product patent/ manufacturing etc.	Address of production of the product/ service offered to applicant company, if applicable

III. Details in respect of Board of Directors of the applicant company:

Sl. No.	Full names of directors in BoD of applicant company	Present position held and since when (date)	Date of birth	Parentage (Father/ mother name)	Present and permanent address	Nationality	Passport No. and date of issue, if any	Contact address and telephone Number

IV: Details of share-holders of the applicant company (All firms/ companies/ entities/ individuals having shareholding more than 10% or controlling stake in applicant company):

Sl. No.	Full name of Individual/ company	Parentage (Name of father/ mother in case of individuals, and beneficial owner in case of companies)	Date of birth in case of individuals, and registration number in case of companies	Permanent address/ present address in case of individuals, and registered office and correspondence address in case of companies	Present position held, in any, in the applicant company	Nationality, in case of individual (if holding dual nationality, both must be clearly mentioned/ country of registration (in case of Company)	% of shares held in the company

V (A).: Ultimate beneficial owner(s)/ company(ies)/ Organization(s) of the applicant company:

Sl. No.	Name of the ultimate beneficial owners/ companies/ organizations	Address of the company/ individual/ organisation	Date of birth and passport details in case ultimate beneficial owner is an individual	Registration number with date in case of ultimate beneficial owner is company/ organization	Address of registered office, in case of ultimate beneficial owner is company/ organization

V(B). Ownership structure chart depicting the link between applicant company and ultimate beneficial owner/ company/ organisation.

VI. Self- declaration regarding presence/operation in China/ Pakistan (if any) as below:

- (i) Whether the applicant company or its parent company (Ultimate beneficial owner) or associates companies or subsidiary companies/ holding companies are having presence/ operation or supplied/ supplying products/ services related to currency/ passport in China/ Pakistan? Yes/ No
- (ii) If yes, following details may be provided:
  - a. Name and address of the company(s) having operation in China/ Pakistan.
  - b. Details of its establishment in Pakistan/ China.
  - c. Details of its business activities being carried out in Pakistan/ China including the past business relation of last five years.
  - d. Description of products/ services
  - e. Any collaboration or technical tie-up with a company or organization in China/ Pakistan, details if any.



VII. Details of criminal cases, if any, against the company/ director(s) as per annexure

VIII. Whether the applicant company has been blacklisted/ fined/ debarred for its business operations in currency sector by any Government agency in India and abroad in last five years. If yes, provide details.

VIII. Self-declaration by the applicant company

- a. I hereby undertake that any of the product(s)/ service(s) offered to India, have not been sourced from Pakistan/ China.
- b. I hereby undertake to source items to be supplied to India from security cleared firms only (this is applicable for all items requiring security clearance).

(Signature)

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

**Self-declaration for company and director(s) for whom security clearance is sought**

- a. Name and address and registration number of the company:
- b. Name and address of owners (in case of proprietorship firm)/ directors of the company.
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
- c. Is the company owners (in case of proprietorship firm)/ directors listed above, the subject of any
1. Preventive detention proceedings under : Yes/ No.  
Public Safety Act/ National Security Act etc.
2. Criminal investigation in which charge sheet : Yes/ No.  
has been filed.
- d. If Yes, please provide following details
1. Case/ FIR number
2. Detention/ warrant number, if any,
3. Police Station/ district/ agency
4. Sections of law under which case(s) has/ have been filed
5. Name and place of the court.
- e. The above mentioned details in respect of both India and any other foreign country.

(Signature)

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

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

In addition to the above, you are also requested to submit a Certificate that this product is exclusive and design / parameter/ specification for Heat Activated Ultra Violet (HAUV) film will be exclusive for India.

## Section VIII: 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: IX Letter of Authority for attending a Bid Opening**

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

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

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>
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. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

**Section X: Pre-Bid/ Pre-Contract Integrity Pact**  
(To be signed on Plain Paper)

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 202\_\_ at \_\_\_\_\_, India

**BETWEEN**

SPMCIL, a Miniratna Category I, Public Sector Enterprise of the Ministry of Finance, Government of India, (hereinafter called the “The Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

**AND**

M/s. \_\_\_\_\_ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**PREAMBLE**

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the ‘The Principal’**

- (1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## Section 2 - Commitments of the 'Bidder / Contractor'

- (1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The 'Bidder/ Contractor' will not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The 'Bidder/ Contractor' will not enter with other Bidders into any undisclosed agreement or understanding, whether formal Integrity Pact 576 SPMCIL or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The 'Bidder/ Contractor' will not commit any offence under the relevant IPC/PC Act; further the 'Bidder/ Contractor' will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
  - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder/Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/Contractor. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annex to this agreement.
  - e. The 'Bidder/ Contractor' will, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

- f. Bidder /Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The 'Bidder/ Contractor' will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the 'Bidder/Contractor', before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.



- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 - Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman and Managing Director of SPMCIL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman and Managing Director of SPMCIL and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request

the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

- (7) The Monitor will submit a written report to the Chairman and Managing Director of SPMCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman and Managing Director of SPMCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman and Managing Director of SPMCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of SPMCIL.

#### **SPMCIL Section 10 - Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and On behalf of the Principal  (Name of the Officer and Designation) (Office Seal)	For and On behalf of 'Bidder/ Contractor  (Name of the Officer and Designation) (Office Seal)
--	---

Place: .....

Date: .....

Witness 1: (Name & Address)

Witness 2: (Name & Address)