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

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

Not Transferable

Security Classification: <u>Security item</u>

# PRE-QUALIFICATION BID (PQB) DEVELOPMENT TENDER NOTICE FOR PROCUREMENT OF 4200000 SHEETS OF HEAT ACTIVATED ULTRA VIOLET FILM WITH DIMENSION 266 MM X 192 MM

PQB Tender No. 01/PR-01(HAUV)/D/2024

Dated: 17.04.2024

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

Tender Documents is sold to:

M/s\_\_\_\_\_

Address\_\_\_\_\_

Details of Contact person in SPMCIL regarding this tender:

Name, Designation: Diganta Kumar Deka, Addl. General Manager (Materials)

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

Phone: + 91 253-2402219 Fax : + 91 253-2462718 email : 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 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.

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# 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 Email: purchase.isp@spmcil.com Website: http://ispnasik.spmcil.com

## PQB Notice No. 01/PR-01(HAUV)/D/2024

Date: 17.04.2024

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

Schedule No.	Brief Description of Goods/ ser	rvices	Quantity (v unit)	with	Remarks	
1	Heat Activated Ultra Violet film	42,00,000				
	dimensions 266 mm X 192 mi	n	sheets			
	is tender is for development o					
	mensions 266 mm X 192 mm					
	ceived development orders (wi					
	nder and also the registered succ		-			
• •	Cender (Two Bid/ PQB/ EOI/	Pre Qualification	•	-	it)	
	velopment/ Indigenization/	National Compe	etitive Blading	g.		
	f Scrap/ Security Item etc.)	Convertes Itores				
	lassification	Security Item	dia Canuitar D	)	Nachile	
-	in whose favour all Tender inancial instruments (FD,DD,	SPMCIL, unit Ind	ula security P	ness,	INASIIIK.	
	Cheque etc) are to be made					
	ale of PQB documents:	From 18.04.2024 to 04.06.2024 during Office hours				
	le of PQB documents	Purchase Section,				
	ne of i QB documents	India Security Press, Nashik Road-422 101,				
		Maharashtra, India				
Cost of the	e PQB document	NIL				
	ate and time for receipt of					
tenders	ate and time for receipt of	01.00.2021 up t	0 1 150 1115			
Place of re	eceipt of tenders	India Security Press,				
		Nashik Road-422 101,				
		Maharashtra, India				
	d date of opening of Pre	1500 Hours on 04.06.2024				
Qualificati						
Place of op	pening of tenders	Purchase Section,				
		India Security Press,				
		Nashik Road-422 101, Maharashtra, India				
	d Person/ Designation to					
	sulky Tenders (Clause 21.1 of					
GIT)		Nashik Road-422 101, Maharashtra, India				
	be contacted for clarifications/	AGM (Materials)				
help:						

- 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 mentioned above 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-IV).
- 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 IV).
- 10. Content of Bid Documents: The PQB document includes:
  - a) Section I : Notice inviting PQB.
  - b) Section II : Eligibility Criteria.
  - c) Section III : General Instructions for the bidders.
  - d) Section IV : Tender Form.
  - e) Section V : Vendor Details.

- f) Section VI : Application for Pre-qualification
- g) Section VII : Form of Manufacturer's authorization letter.
- h) Section VIII: Format for filling company details.
- i) Section IX : Letter of Authority for attending a Bid Opening

SD/-ADDL. 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, MAHRASHTRA, INDIA

# **Section II: Eligibility Criteria**

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

(a) **Experience and past performance**: The experience and Past performance Criteria is exempted.

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

- (i) The bidder firm must have an annual capacity to manufacture and supply at least 16,80,000 sheets of Heat Activated Ultra Violet Film / Laminates Film/ Foil.
- (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 develop and supply the item/material/product as required. The capacity and capability may be verified (if necessary) by ISP as per the format of Capacity and Capability Assessment Form placed at Annexure- III of the Tender document. Capacity and capability Assessment form shall be signed by capacity verification Team and Bidders authorized representative for record purpose, the committee may take photographs during capacity verification at the Bidders Premises.

## (c) Financial standing:

- (i) The average annual financial turnover of the bidder firm (manufacturer or principal of authorized dealer) during the last three years (i.e. 2020-2021, 2021-2022 and 2022-2023) ending on 31<sup>st</sup> March 2023 should be at least 3,14,02,000 as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant.
- (ii) The net worth of the bidder should
  a) not be negative on 31<sup>st</sup> March 2023 and
  b) should not have eroded by more than 30% in the last three years, ending 31<sup>st</sup> March 2023.
- **Note**: i) To ascertain this criteria the net worth of initial and last Financial year shall be compared.
  - ii) For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempted. However, capacity and capability of the firm may be verified.

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 VIII (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. The bidder shall fill security clearance format / application properly and any misrepresentation / false declaration may lead to denial of security clearance.

3. All the Capacity/capability related data must be certified by the authorized signatory of the bidder firm.

4. All the financial data has to be duly certified by certified accountants e.g. Chartered Accountants (CA). 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.

5. Bidder firm shall submit the copy of PAN and GST Registration Certificate.

6. Applicability to 'Make in India' : Bidders (manufacturer or principal of authorised representative) If the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content, and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided: i) their foreign manufacturer who holds intellectual property rights, meets all the criteria above without exemption, and ii) the Bidder submits appropriate documentary proof for technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content. Iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

7. **Authorized Representatives :** Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided: i) their principal manufacturer meets all the criteria above without exemption, and ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract for same or similar 'Product' for past three years ending on 31.03.2023.

8. **Joint Ventures and Holding Companies:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

9. **Start-up Enterprises** : Requirements of prior experience and turnover would be relaxed for Start-up enterprises as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), subject to their meeting the quality and technical specifications. Such Start-ups maybe either MSE or otherwise.

#### 10. **Other Eligibility requirements for the Bidders**:

(a) 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.

(b) 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.

(c) **Manufacturer's Authorization Letter**: 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 letter to this effect as per the standard form provided under section VII in this document.

(d) Principal/ manufacturer shall meet the Qualifying criteria. Agent/ Authorized representative may be required to furnish necessary details for security clearance, in the case of security products.

(e) 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/ Passport laminate film/ foil indicating the details and quantities supplied annually during the last five years.

# 11. 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: 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 IV).

**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.

1. 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.

2. 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.

3. 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 manufacture and supply of Heat Activated Ultra Violet (HAUV) Film due on **04.06.2024**" 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 **04.06.2024**.

4. 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.

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

6. 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 the next higher quoting bidder(s) a similar offer shall be made to L 3 &. L4 & 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.
- (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.

7. 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.

8. The purchaser reserves the right to terminate the contract by giving four months notice.

9. 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).

10. Pre-Production Samples: In the event of placing of Purchase Order(s), the successful firm(s) will have to submit Heat Activated Ultra Violet Film (HAUV) sheets as per Delivery Schedule provided in the Main Technical Tender as pre-production sample for trial.

In case, the pre-production sample does not come upto the contract requirement, sufficient chances will be given to the successful firm(s) to improvements, in a transparent and equitable manner. However, such chances will be given with a reasonable time frame & it shall not be open ended.

11. Development Tender:

(i) Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.

(ii) In the event of placing of Purchase Order(s), the successful firm shall submit the performance security equivalent to 3% amount of the total contract value valid for a period of 60 days beyond the date of completion of all contractual obligations of the contract. In the form of account payee Demand Draft drawn on commercial schedule bank in India, in favour of SPMCIL, unit India Security Press, Nashik or in the form of Bank Guarantee in the prescribed format.

(iii) In the event of placing of Purchase Order(s) "No Advance payment to suppliers shall be allowed".

(iv) At the time of dispatching of the material by the successful bidder, a specific insurance cover for each consignment/ supply is required to obtained.

(v) The material dispatch by the successful bidder will be escorted by the CISF personnel from the supplying source to ISP.

# <u>Section IV: Tender Form</u>

Date.....

То	

(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 subsidiariesincluding 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 <u>https://spmcil.com/uploaddocument/GIT/new.pdf</u> for further details.

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

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

# **Section V: 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 VI: Application for Pre-qualification:

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

PQB NO. 01/PR-01(HAUV)/D/2024

Dated 17.04.2024

1. Name and address of the company/ firm/ organisation.

2. Is the company/ firm/ organisation manufacturing and supplying Heat Activated Ultra Violet (HAUV) Film/ Passport Laminate Film/ Foil 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/ Passport Laminate Film/ Foil.

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:

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

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

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.	Description	Submitted/	Page
No.		Not submitted	No.
1.	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) ii) of Section II		
3.	Documentary evidence towards Financial data as per		
	clause 1 (c) (ii) of Section II		

4.	Details of the ownership of the company and details of owners/ directors along with complete addresses of the owners/ directors and their other activities as per section VIII.	
5.	Power of attorney for signing the bid document as per clause No. 6 (b) of section II	
6.	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/ Passport laminate film/ foil indicating the details and quantities supplied annually during the last five years as per clause No.6 (f) of Section II	
7.	Documentary evidence towards Manufacturer's authorisation letter as per clause 6 (e) of Section II	
8.	Undertakings duly signed and stamped as per clause 7 (a) to 7 (n) of section II	
9.	Self declaration regarding Local Content	
10.	Dully Filled Section IV: Tender Form.	
11.	Dully Filled Section V: Vendors Details.	
14.	Duly signed and stamped PQB document.	

Signature of Authorised person

Name Designation Date Seal of the Company

# Section VII: Manufacturer's Authorisation Form

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:VIII Format for filling company details.**

## <u>Proforma for application for security clearance in currency sector/ e-passport inlays</u> (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.	Name of	Registration	Registered office	Previous	Type of	Address of
	foreign	number	address and	name of the	collaboration	production of
No.	collaborator	with date	correspondence	company, if	with the applicant	the product/
	in respect of		address	any	company viz.,	service
	the				technical/	offered to
	products/				financial/ product	applicant
	services				patent/	company, if
	being offered				manufacturing	applicable
	in India				etc.	

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

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

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

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

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

## SECRET Annexure -I

## 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

<ol> <li>Preventive detention proceedings under Public Safety Act/ National Security Act etc.</li> </ol>	:	Yes/ No.
2. Criminal investigation in which charge sheet has been filed.	:	Yes/ No.
If Yes, please provide following details		
1. Case/ FIR number		
<ol><li>Detention/ warrant number, if any,</li></ol>		
3. Police Station/ district/ agency		

- 4. Sections of law under which case(s) has/ have been filed
- 5. Name and place of the court.

d.

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.

# SECRET

Annexure-II

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: 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.

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 bids are opened may be refused in case authorization as prescribed above is not produced.

# Format for capacity verification

# **Annexure -III**

			САРАС	ITY AND CA	PABILITY A	SSESSMENT FORM	
	Questionnaire					Firm Response	Committee Observation
А	Tech	Technical Capability					
1.		Total annual production capacity of the plant.					
	(Doc	(Documentary evidence to be provided).					
2.	Num	Number of item/product making lines available					
3.	Deta	ils of machin	es for maki	ng the item/	product		
	Sr.	Machine	Machine	Machine	Machine		
	No.	Туре	Make	Speed, if	Capability		
				applicable			
	a						
	b						
	C						
р	d	fo aturin a Dr					
В 1		ufacturing Pr ils of availab		anufacturin	a process		
1		Details of M			<b>V 1</b>		
4		rial to Finish					
		echnology us		•			
		s there any S		Special Purpo	ose		
		pment/mach					
		ab testing fac			rith		
		dards followe		C			
	2d. Process parameters and their controls to						
	achieve the quality.						
3	Is there any hazardous material used in the process						
C	/ during manufacturing?						
C 1	Quality Control						
2	Online/offline quality control system deployed Any specific verification system and procedures for						
2	finished products?						
3		litioning facil		d for Laborat	tory test. If		
U		cable					
4		ils of third-pa	arty verifica	ation of prod	uced		
	mate	rial and stoc	k control, if	any.			
5		ere any SOP a	available fo	r online / off	line quality		
	contr						
D	General						
1	Details of Manpower employed						
	a)Technical/Supervisory						
	b)Skilled Worker (Permanent)						
	c)Skilled Worker (Casual) d) Administration						
2		e plant certifi		or equivalent	bodies? If		
-		provide detai		- equivalent			
3		ingency plan		own?			
4		y activity out			tivities		
		ourced.		,			
5	Deta	ils of Raw Ma	aterial & its	Quality			
	Assu	rance/Contr	ol.				

6	Whether the factory premises is in complete	
	possession of the bidder by way of lease which is	
	current or ownership?	
	6a. Factory area (in Sq. meters) & its adequacy	
	6b. Production	
	6c. Storage of raw material	
	6d. Bonded room facility	
Е	Experience	
1	Documentary evidence for past experience, if any,	
2	Annual quantities of item/product supplied in the	
	last five years (documentary evidence to be	
	provided).	
Add	itional Points only for Security Items:	
F	Details of Security Precautions Followed	
1	Provision of secured storage of material in the	
	factory and SOP for material transaction	
2	Details of security and surveillance system in the	
	factory.	
G	Material Accounting Procedures	
1	Do you have systematic accounting procedures for	
	raw materials, dies / special tools (if any), color	
	coatings, additives, etc.	
2	Periodicity of verification for physical stock of	
	above items.	
3	Accountability for destruction of these items.	
Н	Spoil Management	
1	What is the method of disposal of product in case of	
	rejection/ spoil management? Furnish details of the	
	method adopted at production site. Is there any SOP	
	in place? Also, provide details of environment	
	compliance, if any.	
2	Facilities for destruction of security items	
	(online/offline), details thereof.	
3	Facilities for destruction of die / specials tools (if	
	any), details thereof; and	
4	Effluent Generation and Management, if any.	
Ι	Dispatch	
1	Details of secured transport mechanism.	
2	Details of safe & secure dispatch such as CCTV	
L	recordings of dispatch operations.	
3	Accounting system for finished products inward &	
	dispatch;	
4	Conditioning required for security items before	
	despatch, during transit, during storage and before	
	application (use in the system); and	
J	Manufacturing Process	
1	Is there any special tool (like mould, die etc.) used	
	for Manufacturing? If yes, do they have any in house	
	making facility or is it outsourced. Details to be	
	shared for accountability of usage of special tools till	
	its destruction record.	
2	If outsourced, clearance certificates for outsourced	
	companies after scrutinizing manufacturing	

	process, security of the product, accountability to maintain confidentiality may be provided	
Κ	General	
1	Is entire operation of production from raw material	
	to finishing, testing, die / special tool preparation,	
	complete manufacturing process and destruction of	
	spoils controlled in the premises of the plant?	
2	Are employees involved in R&D or any other	
	resource personal for this technology are still with	
	your organization? If not, what is their employment	
	status after leaving your organization?	
3	"Source of Raw Materials (Raw Material, other	
	additives, Specifically the security material)"	
4	Names of the countries to which you have supplied	
	Security item in the last five years indicating annual	
	quantity supplied (documentary evidence to be	
	provided) if applicable.	

Member 1

Member 2

Member 3

Signature Name Designation date Signature Name Designation date Signature Name Designation date Authorised Representative of Bidder/Firm

Signature Name Designation date