



**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: <https://ispnasik.spmCIL.com>

**Not Transferable**

Security Classification: Security item

Pre-Qualification Bid (PQB) Notice for Procurement of 580-MT (+/-5%) Sensitized Dandy Roll all over Ashoka Pillar Watermarked Gummed and Supercalendered paper.

PQB No. 18-NCB/PR-65-G&S/2024-25

Dated: 28.10.2024

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  
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 standee 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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Nashik Road – 422 101 (Maharashtra)

Tel No 00 91 253 2402200

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PQB No. 18-NCB/PR-65-G&S/2024-25

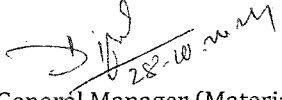
Dated: 28.10.2024

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, if any
1)	Sensitized Dandy roll all over Ashoka pillar Watermarked Gummed and Supercalendered paper	580 MT (+/-5%)	
Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)		Pre-Qualification Bid National Competitive Bidding	
Dates of sale of PQB documents:		From 28.10.2024 to 29.11.2024 during Office hours	
Place of sale of PQB documents		Purchase Section, India Security Press, Nashik Road-422 101, Maharashtra, India	
Closing date and time for receipt of tenders		29.11.2024 up to 1430 Hrs	
Place of receipt of tenders		India Security Press, Nashik Road-422 101, Maharashtra, India	
Time and date of opening of tenders		1500 Hours on 29.11.2024	
Place of opening of tenders		Purchase Section, India Security Press, Nashik Road-422 101, Maharashtra, India	
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)		Dy. General Manager (HR) India Security Press, Nashik Road-422 101, Maharashtra, India	

- 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 neighboring countries shall apply to this tender.
- 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).
- 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.
- 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 organization, 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.
10. Bidder may also download the PQB documents from the web site [www.spmcil.com](http://www.spmcil.com) and submit its tender by utilizing the downloaded document.
11. Bidders shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the PQB Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
12. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold/ received/ opened on the next working day at the appointed time.
13. No correspondence beyond bid due date will be made for shortfall of documentary evidence. Such offers received with shortfall of documentary evidence will be summarily rejected.
14. Content of Bid Documents: The PQB document includes:
  - (a) Section I: Notice Inviting Tender
  - (b) Section II: Eligibility Criteria
  - (c) Section III: Tender Form
  - (d) Section IV: General Instruction for the Bidders
  - (e) Section V: Application for Pre-Qualification
  - (f) Section VI: Manufacturer's Authorization Form.
  - (g) Section VII: Format for Details of Key Personnel
  - (h) Section VIII: Vendor Details
  - (i) Section IX: Letter of Authority for attending a bid opening
  - (j) Section X: Integrity Pact

  
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,  
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 firm should have manufactured and supplied at least 116-MT similar type of *Sensitized Dandy roll Watermarked Gummed and Supercalendered Paper* in any one year during last five years ending on 31.03.2024.

*Note: 'Startups and Micro and Small Enterprises' are exempted from 'Experience and Past Performance Criteria'.*

- (b) **Capability, equipment and manufacturing facilities:** The Bidder firm must have an annual capacity to manufacture and supply at least 116-MT Sensitized Dandy roll all over Ashoka pillar Watermarked Gummed and Supercalendered Paper.

The bidder firm should provide the following information:

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

*Note-1: At the discretion of the purchaser, physical verification of facilities/capability & capacities of bidder / manufacturer firm(s) shall be undertaken by Tender Evaluation Committee or through a third-party Technical Consultancy / Inspection agencies / Capacity Verification Team / Committee may be deputed. This committee will assess the capability of the bidder/firm in respect of the store (item/equipment/product) to be supplied as per tender conditions.*

*Note-2: Capacity Verification Team will initiate the capacity verification/assessment of the firms for the relevant item(s)/equipment(s)/product(s) as per Capacity and Capability Assessment Form mentioned below and submit their recommendations/report. Capacity and Capability Assessment Form shall be signed by Capacity Verification Team and Bidder's authorized representative/s. For record purpose, the Committee may take photographs during capacity verification at the Bidder's premises.*

*{Capacity and Capability Assessment Form is attached as ANNEXURE-A}.*

- (c) **Financial standing:**

- (i) Average Annual Turnover of the Bidder during the last three years, ending on 31.03.2024 should be at least Rs.6,14,49,144/- 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.

- (ii) The net worth of the bidder should not be negative on '31.03.2024' and also

- (iii) should not have eroded by more than 30% in the last three years ending on 31.03.2024.

*Note-1: To ascertain this criteria, net worth of initial and last financial year should be compared.*

*Note-2: For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempted. However, its capacity and capability may be verified (if necessary) by the PURCHASER as per the standard format attached as ANNEXURE-A*

- (d) The bidder firm should provide Name and complete address of the i) Dandy Roll Manufacturer, ii) base paper manufacturer & iii) Gumming / coating firm, as applicable.

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 under SECTION VII: FORMAT FOR DETAILS OF KEY PERSONNEL. 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. All experience, past performance and capacity/ capability related data must be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required shall be verified by India Security Press, Nashik. The bidder has to submit self-attested copies of Purchase Orders issued by Customers and corresponding performance certificates.
  4. Bidder firm shall submit the copy of PAN & GST Registration Certificate.
  5. Other Eligibility requirements for the Bidders:
    - (a) The bidder has to submit the **INTEGRITY PACT**, duly filled-in, sealed and signed by authorized signatory of the firm. Proforma of the same is at **Section X**.
    - (b) The bidder shall provide names of organization(s)/ firm(s) with addresses and telephone numbers, fax numbers, email addresses to which they have manufactured and supplied such **Sensitized Dandy roll Watermarked Gummed and Supercalendered Paper** during the last five years.
    - (c) 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.
    - (d) 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.
    - (e) Manufacturers / manufacturers under license or their authorized dealers who are exclusively appointed by the principal manufacturer shall be eligible to apply or to take part in the bid. One manufacturer can authorize only one agent/ dealer.
    - (f) Principal manufacturer should meet all the Qualifying/Eligibility Criteria. In case the authorized agent is submitting the tender documents, he shall also submit necessary details of key personnel of 'Bidder as well as the Principal Manufacturer' as per **SECTION VII: FORMAT FOR DETAILS OF KEY PERSONNEL** for security clearance.
    - (g) **Manufacturer's Authorization Letter:** In case the bidder firm/ bidder offers to supply "**Sensitized Dandy roll all over Ashoka pillar Watermarked Gummed and Supercalendered paper**", 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 VI** in this document.
- 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.**
- (h) It is mandatory for the bidder / supplier / Principal Manufacturer to inform India Security Press, Nashik, regarding any changes in management control (Directors / Key-personnel / ownership of the company / operator(s) / executing the project etc.).
  - (i) The bidder shall certify that the paper manufacturing plant, dandy roll manufacturing agency and the gumming unit are equipped with adequate security to prevent any pilferage of paper and Security Components.
  - (j) Purchaser reserves the exclusive right of inspection of Dandy roll manufacturing company, the gumming unit and the paper manufacturing plant at the time of manufacturing of paper and gumming. The sampling plan during the inspection of paper will be decided as per the BIS Standard, IS:1060 or any other standard in force during the inspection.
  - (k) *A designated security agency may conduct security audits apart from emergency inspections of the production facilities / transport arrangements, if needed.*

- (l) 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.
- (m) 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:
- The principal manufacturer directly or through one Indian agent on his behalf or
  - The foreign principal or any of its branch/ division or
  - Indian/ Foreign Agent on behalf of only one Principal.

In such cases order will be placed on Principal/ Manufacturer. Principal/ manufacturer shall meet the Qualifying criteria. Agent may be required to furnish necessary details for security clearance.

6. The declaration / undertakings shall submit along with the offer / bid documents, duly sealed and signed by the authorized signatory of Bidder as well as Principal Manufacturer (if any) stating that:
- 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.
  - The bidder has to submit undertaking that the operations of the company in Pakistan/ China, if any, should be suitably firewalled from the contract/ operations in India and no employee who has previously worked or 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.
  - Undertaking that the company shall inform the department/purchaser regarding criminal case(s), if any, registered against the company, owner, promoter or any of its directors after the issue of award of contract.
  - Undertaking that the authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract i.e. Power of Attorney of the authorized signatory.
  - Undertaking not to reveal the specifications etc. of the *Sensitized Dandy Roll all over Ashoka pillar watermark gummed & supercalendered paper*, contained in the main tender documents to any third party.
  - Undertaking that the information given in the documents are correct and the bidder firm/Principal Manufacturer/Agent is aware that in case any information provided is found to be false at a later stage, ISP reserves the right to reject/ disqualify their tender at any stage of the tendering process without assigning any reason.
  - Declaration that the bidder firm/Principal Manufacturer/Agent has not been blacklisted/ debarred by any government agency/PSU/Reputed Organization in the past.
  - Undertaking not to supply India specific *Sensitized Dandy Roll all over Ashoka pillar watermark gummed & supercalendered paper* to any other third party/country and it will be responsible to maintain secrecy, security and exclusivity in case a contract is awarded.
  - Undertaking that the bidder firm/Principal Manufacturer/Agent should effectively safeguard the production and supplies by including unique Taggants wherever feasible.
  - A designated security agency may conduct security audits apart from emergency inspections of the production facilities / transport arrangements if needed.
  - Undertaking that if the company/bidder firm is found indulging in acts inimical to India's national security, the tender/contract is liable to be terminated.
  - The production facilities and transport of the raw material should be adequately secured to prevent pilferage and / or to circumvent from anti-national elements.

- (m) Whenever there is 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 a fresh security clearance. 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 bidder firm must give commitment to compensate the procuring agency for loss, if any, on account of director(s) who does not secure Security Clearance from the Government of India and due to any termination of the contract on this account.
- (n) 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.
- (o) *For respective obligations of the two parties with respect to the raw materials, including their destruction at the risk and cost of supplier, that remained unutilized in the event of foreclosure of a contract.*
- (p) Undertaking of accepting all terms and conditions of PQB and abide by it without any counter conditions. The statement of the undertaking shall be as follows:

"We agree to withdraw all deviations, if any, unconditionally and accept all the terms and conditions of the tender document".



**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 "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 realize that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44 of the GIT.

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

We also solemnly declare as under:

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

- (a) Company/ Partnership Firm/ Proprietary Concern/ Society/Trust/ NGO/others (please specify):.....
- (b) Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt/ PSU/ others:.....
- (c) Name of MSME Registering Body (NSIC/DIC/KVIC/KVIB etc.):.....
- (d) MSME Registration No. (with copy of registration):.....
- (e) Udyog Aadhaar Memorandum No.....
- (f) Whether proprietor/ Partner belongs to SC/ ST or Women category. (please specify names and percentage of shares held by SC/ ST Partners):.....

**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

.....  
.....

## 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 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.

1.4 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 contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard 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:
  - i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
  - ii) 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.
  - iii) 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;
  - iv) 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.
  - v) 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/ Bid Security Declaration 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 super-scribing on the top of the cover "Pre-qualification bid document for the 'Procurement of 580-MT (+/-5%) Sensitized Dandy Roll all over Ashoka pillar watermark gummed & supercalendered paper' 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 the prescribed due date.

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

The provision of parallel contract is as under:

- (i) The bidder firm should not quote for less than 25% of the tendered quantity; otherwise, their offer would be considered as unresponsive.
  - (ii) The rate quoted by L1 bidder will be counter offered to L2, L3 bidders and if agreed orders shall be placed at a ratio L1:L2:L3=50:30:20 of the total tendered quantity. In case of Non acceptance of Counter offer by L2 and/ or L3 bidder, the same shall be counter offered to L4 and so on at the sole discretion of the purchaser.
  - (iii) If in any case, only one bidder accepts to match the rates of L1 bidder, then the orders shall be placed at a ratio 70: 30 among the two bidders at the sole discretion of the Purchaser.
  - (iv) However, purchaser also reserves the right to place Purchase Order for the 100% tendered quantity on the lowest qualified bidder in case any of the L2, L3 and so on does not accept L1 rates.
8. 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.
  9. The purchaser reserves the right to terminate the contract by giving four-month notice.
  10. 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 Section-IX).
  11. **Pre-Production Samples & validation trials:** In the event of placing of Purchase Order(s), the successful firm(s) will have to supply 05 reels of the '*Sensitized Dandy Roll all over Ashoka pillar watermark gummed & supercalendered paper*' pre-production sample for trial. In case the supplier fails to supply the materials as per the tendered specification within the reasonable time-frame as decided by the PURCHASER, the contract may be cancelled and the security deposit may be forfeited. Rejected sample shall not be returned.
  12. **Anti-Bribery Management System (ABMS):** By participating in this tender, the suppliers/Vendors/Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance.

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

Please refer the link to <https://spmcl.com/uploaddocument/GIT3.0.pdf> for further details.

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

Please refer the link to <https://spmcl.com/uploaddocument/GCC3.0.pdf> for further details.

**SECTION V: APPLICATION FOR PRE-QUALIFICATION**

**POB NO.18-NCB/PR-65-G&S/2024-25 dated 28.10.2024 for Procurement of "Sensitized Dandy Roll all over Ashoka pillar watermark gummed & supercalendered paper.**

1. A) Name and address of the bidder firm: \_\_\_\_\_  
 B) Name and complete address of the 'dandy roll' Manufacturer: \_\_\_\_\_  
 C) Name and complete address of the 'base paper' Manufacturer: \_\_\_\_\_  
 D) Name and complete address of the 'gumming & coating' firm: \_\_\_\_\_
2. Is the company/ firm/ organization manufacturing and supplying *Sensitized Dandy Roll watermark gummed & supercalendered paper* for the last five years? If not, specify since when you are in business of manufacturing and supplying of *Sensitized Dandy Roll watermark gummed & supercalendered paper*.
3. The installed capacity and production capacity of the Bidder firm to manufacture and supply *Sensitized Dandy Roll watermark gummed & supercalendered paper*:  
 a. Installed capacity: \_\_\_\_\_  
 b. Production capacity: \_\_\_\_\_
4. Quantities of *Sensitized Dandy Roll watermark gummed & supercalendered paper* manufactured and supplied during last five years, if any.

Sr. No.	Year	Quantity of Sensitized Dandy Roll watermark gummed & supercalendered paper supplied
	(1)	(2)
(a)	01 <sup>st</sup> Apr 2019 to 31 <sup>st</sup> Mar 2020	
(b)	01 <sup>st</sup> Apr 2020 to 31 <sup>st</sup> Mar 2021	
(c)	01 <sup>st</sup> Apr 2021 to 31 <sup>st</sup> Mar 2022	
(d)	01 <sup>st</sup> Apr 2022 to 31 <sup>st</sup> Mar 2023	
(e)	01 <sup>st</sup> Apr 2023 to 31 <sup>st</sup> Mar 2024	

- 5.A The annual capacity of the bidder to manufacture and supply **Sensitized Dandy Roll watermark gummed & supercalendered paper**: ..... MT.
- 5.B Name of the machine(s) utilized to supply the quoted product: .....
- 5.C The number of machine(s) being utilized for the production and the capacity of each machine: .....
- 5.D Total Annual capacity of the manufacturer: .....
- 5.E Supply order(s) in hand and proportionate capacity to supply quoted amount: .....
6. Financial details for last three years (to be certified by independent CA)

Sr. No.	Financial year	Annual Turnover (in.....)	Profit/ Loss (in.....)	Net worth (in.....)	Remarks
(a)	2021-2022				
(b)	2022-2023				
(c)	2023-2024				

7. **Declarations / Undertakings, on firm's letter head, as per Clause 8. of 'Section II: Eligibility Criteria', duly sealed and signed by the Competent Authority of the firm shall be enclosed with application:**

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

Sr. No.	Description	Submitted/ Not submitted	Page No.
1)	Details & documentary evidence towards capacity as per clause 1 (a) of Section II		
2)	Details & documentary evidence towards details as per clause 1 (b) of Section II along with duly filled-in, sealed and signed ANNEXURE-A		
3)	Details & documentary evidence towards clause 1 (c) of Section II		
4)	Details & documentary evidence towards clause 1 (d) of Section II		
5)	Details & documentary evidence towards compliance of clause 2 of Section II		
6)	Details & documentary evidence towards compliance of clause 3 of Section II		
7)	Copy of PAN and GST Registration Certificate		
8)	Details & documentary evidence towards compliance of clause 5 of Section II		
9)	Declaration / undertakings as per Clause 6. of Section II		
10)	Duly filled-in, sealed and signed SECTION III: TENDER FORM		
11)	Duly filled-in, sealed and signed SECTION IV: GENERAL INSTRUCTION FOR THE BIDDERS		
12)	Duly filled-in, sealed and signed SECTION V: APPLICATION FOR PRE-QUALIFICATION		
13)	Duly filled-in, sealed and signed SECTION VI: MANUFACTURER'S AUTHORIZATION FORM		
14)	Duly filled-in, sealed and signed SECTION VII: FORMAT FOR DETAILS OF KEY PERSONNEL & annexure, therewith.		
15)	Duly filled-in, sealed and signed SECTION VIII: VENDOR DETAILS		
16)	Duly signed and stamped PQB document		

Signature of Authorized Person: .....

Name: .....

Designation: .....

Date: .....

Seal of the company: .....



**SECTION VI: MANUFACTURER'S AUTHORIZATION FORM**

To

.....  
.....

(Name and address of SPMCIL)

Dear Sirs,

Ref. Your Tender Document No....., dated .....

We, ....., who are proven and reputable manufacturers of ..... (name and description of the goods offered in the tender) having factories at....., hereby 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 authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer."



**SECTION VII: FORMAT FOR DETAILS OF KEY PERSONNEL**  
(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	Details 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 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 the 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 / organization	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 / organization.**

**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 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.**

**IX. 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 firm 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.**

**ANNEXURE**

**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 Public Safety Act / National Security Act etc. : Yes/ No.
2. Criminal investigation in which charge sheet Has been filed. : Yes/ No.

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 are 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.**

### 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**

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

## SECTION X: 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 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.

### 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**

**For and On behalf of 'Bidder/ Contractor'**

(Name of the Officer and Designation)

(Name of the Officer and Designation)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)