



Bid Number: GEM/2022/B/1902314
Dated: 02-02-2022

Bid Document

| Bid Details | |
|---|--|
| Bid End Date/Time | 04-03-2022 15:00:00 |
| Bid Opening Date/Time | 04-03-2022 15:30:00 |
| Bid Life Cycle (From Publish Date) | 90 (Days) |
| Bid Offer Validity (From End Date) | 60 (Days) |
| Ministry/State Name | Ministry Of Finance |
| Department Name | Department Of Economic Affairs |
| Organisation Name | Security Printing And Minting Corporation Of India Limited (spmciil) |
| Office Name | Janpath |
| Total Quantity | 1250 |
| Item Category | Bleached Cotton Comber Pulp in Sheet Form (BCCP-SF) (Q3) |
| MSE Exemption for Years Of Experience and Turnover | Yes |
| Startup Exemption for Years Of Experience and Turnover | Yes |
| Document required from seller | Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled | No |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| IS Part Quantity Bidding Allowed? | Yes |
| Evaluation Method | Total value wise evaluation |

EMD Detail

| | |
|-------------------|---------------|
| Advisory Bank | Indusind bank |
| EMD Percentage(%) | 0.50 |
| EMD Amount | 1425900 |

ePBG Detail

| | |
|---------------|---------------|
| Advisory Bank | Indusind bank |
|---------------|---------------|

| | |
|-------------------------------------|------|
| ePBG Percentage(%) | 3.00 |
| Duration of ePBG required (Months). | 25 |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Hoshangabad
Security Paper Mill, Hoshangabad
(Security Paper Mill)

Splitting

| | |
|---|-----|
| Splitting Applied | Yes |
| Maximum No. Of Bidders Amongst Which Order May Be Split | 02 |

MII Purchase Preference

| | |
|-------------------------|-----|
| MII Purchase Preference | Yes |
|-------------------------|-----|

MSE Purchase Preference

| | |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

5. Bid Splitting: Bid quantity will be split amongst number of sellers as indicated above, as per bid splitting criteria given above. L1 would be awarded contract for quantity as indicated in the bid splitting clause above. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the other higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective quantity as per splitting criteria. In case of non-acceptance of the counter offer by some of the next higher quoting bidder(s), left over quantity would be allocated to next higher quoting bidders. In case counter offered rates are not accepted by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and subject to quoted quantity limit and after getting consent on mutually agreed delivery schedule for the additional quantity.

Part Quantity Bidding

Buyer has allowed part quantity bidding, bidders can offer maximum quantity that they can deliver keeping in mind their capacity and delivery period requirements. The offer quantity has to be more than minimum bid quantity as specified by the Buyer in the bid. Offers with quantity less than Minimum are liable to be rejected. It may however be noted that there is no guarantee that full offer quantity will be ordered by the buyer. Quantity to be ordered by the buyer will depend on various factors including the Ranking of the bidder, Offered quantity, Splitting criteria indicated by the buyer in the bid and the requirement of the buyer to have multiple sources of supply for ensuring supply chain etc. Sellers would be notified about likely order quantity or range of possible order quantity at the time of price match request made by the buyer. Award of contract will be subject to acceptance of price match request along with min / max offer quantity as decided by the Buyer.

Itemwise Minimum Capacity Required From Seller

| Item Category | Item Quantity | Minimum Capacity |
|---|---------------|------------------|
| Bleached Cotton Comber Pulp in Sheet Form (BCCP-SF) | 1250 | 313 |

Bleached Cotton Comber Pulp In Sheet Form (BCCP-SF) (1250 metric tonne)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

Technical Specifications

| | |
|------------------------------|--------------------------|
| Buyer Specification Document | Download |
|------------------------------|--------------------------|

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Delivery Schedule (In number of days from contract start days) | | |
|-------|-----------------------------|-------------------------------------|--|-------------------------|-----------------------------|
| | | | Quantity | Delivery to start after | Delivery to be completed by |
| 1 | Neeraj Kumar | 461005,Hoshangabad , Madhya Pradesh | 250 | 1 | 45 |
| | | | 250 | 90 | 120 |
| | | | 250 | 150 | 180 |
| | | | 250 | 240 | 270 |
| | | | 250 | 300 | 330 |

Buyer Added Bid Specific Terms and Conditions

1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

3. Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- i. **Required Terms of Delivery:** F.O.R. Security Paper Mill Hoshangabad (Duly Unloaded) Transport the contracted material/supplies only through Registered Common Carriers.
- ii. **Payment Terms:** 100% on receipt and acceptance (suitability) of goods by the SPM, Hoshangabad and on production of all required documents by the supplier.
- iii. Bidder Should Quote Prices Inclusive of GST And All Cost Components Such As Packing & Forwarding Details, Freight & Insurance Charges upto Destination etc. on FOR Security Paper Mill, Hoshangabad (Madhya Pradesh), India Basis only.
- iv. Splitting may be done among maximum Two(02) Bidders in the ratio of 70:30 of the Total bid quantity.
- v. **QUALIFICATION/ELIGIBILITY CRITERIA:**
 - i) **Experience & Past Performance**

The bidder (who submits bid in the tender-hereinafter referred simply as 'The Bidder') should have manufactured and supplied Bleached Cotton Comber Pulp in Sheet Form (BCCP-SF) of at least 500 MT in any one of the last five years ending on 31st March 2021.

(Note: 'Startups and Micro and Small Enterprises' are exempted from 'Experience and Past Performance Criteria')

ii) Capability Equipment & Manufacturing Facilities

- a. The bidder must have an annual capacity to manufacture and supply at least 500 MT Bleached Cotton Comber Pulp in Sheet Form (BCCP-SF).
- b. The bidder has to submit the following details along with the bid:
 - 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 Manufacturer.
 - iv) Supply orders in hand and proportionate capacity to supply quoted amount.

iii) Financial Standings:

- a) The average annual financial turnover of the bidder during the last three years, ending on 31.03.2021, should be at least **Rs 11,40,72,000.00** as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

{Note: 'Startups and Micro and Small Enterprises' are exempted from 'Average Annual Turnover Criteria'}

- b) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31.03.2021.
- c) The net worth of the Bidder should not be negative on 31.03.2021 and also should not have eroded by more than 30% in the last three years, ending on 31.03.2021.

Note:

1. All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified from the parties for whom work has been done.
2. All financial standings data should be certified by Certified Accountant's e.g. Chartered Accounts (CA) in India and Certified Public Accountants/Chartered Accountants of other countries.
3. Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.

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

vii. The terms and conditions, guidelines of SPMCIL Procurement Manual Version 2.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer General Instructions to Tenderer (GIT) and General Conditions of Contract (GCC) of SPMCIL Procurement Manual Version 2.0 for additional terms and conditions as per the links given below:

GIT: <https://spmCIL.com/uploaddocument/GIT/new.pdf>

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

viii. SPM (as Buyer) is liable to deduct TDS u/s 194Q @ applicable rate on goods purchases (if applicable). In case of deduction of TDS under section 194Q; the Supplier (Vendor) need not to charge TCS u/s 206C (1H) on invoicing on or after 01.07.2021.

ix. Vendor has to submit declaration in specified format (*refer Buyer added Specific ATC*) for the compliance of Section 206AB of Income Tax Act, 1961. In case of non-submission of declaration; TDS will be deducted at higher rates (as applicable) as per section 206AB.

x. **GST Return:** Supplier should file the GST returns for outward supplies in time. In case of any Input Credit Loss to SPM by way of their failure to files GST Returns in time, SPM reserves the right to withhold the payment of further supplies till production of evidence of filling of Returns.

xi. **Manufacturer/OEM Authorization Certificate :**

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

(b) If the bidder firm is not the manufacturer then firm has to submit the valid manufacturer's authorization certificate/valid dealership certificate of the item supplied as per the standard form duly filled by OEM as per Annexure-XIV (*refer Buyer added Specific ATC*) of this tender document.

xii. Bidder shall accept & submit duly seal & signed copy of **Section VII: Technical Specifications & Section VIII: Quality Control Requirements.**

xiii. **Dispatches:**

a. The material may be dispatched through Road.

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

c. The dispatch should be made strictly as per the delivery schedule which will be indicated in our supply order. Advance supplies may not be accepted without prior permission.

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

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

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

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

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

i. The Chief General Manager, Security Paper Mill, Hoshangabad, reserve the right without assigning the reason:-

To short-close / foreclose the order at any time during process of supply against our supply order.

To reduce the tender quantity at the time of concluding the final supply order/contract.

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

xiv. Weight Shortage:-

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

xv. Godown Rent:

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

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

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

Rs.850/- per M.T. per month after 30 days (one month) and incase of fraction of month it will be taken as full month.

In the event of not lifting rejected goods within 3 months from the date of intimation of rejection, the bidder shall forfeit any claim to the goods.

xvi. Non-Delivery of Material:

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

xvii. COMPLIANCE OF LABOUR LAWS:

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

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

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

and if it involves any financial implication the same shall be deducted from suppliers bill.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

6. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

7. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Security Paper Mill payable at Hoshangabad.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

8. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of Security Paper Mill, Hoshangabad A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter.
Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

9. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of Security Paper Mill payable at Hoshangabad.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Security Paper Mill payable at Hoshangabad. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

11. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Security Paper Mill, Hoshangabad A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

12. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to

upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is also governed by the General Terms and Conditions

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

Section VII: Technical Specifications

| Sr. | Particulars | Unit | Requirement | Test Method |
|-----|--|---|-------------|-------------------|
| 1 | Brightness (Minimum) | % | 88 | ISO 2470/ ISO3688 |
| 2 | Moisture content (Maximum) | % | 8.0 | ISO 287 |
| 3 | Alpha Cellulose (Minimum) | % | 98.5 | TAPPI T203 |
| 4 | Fiber Length | mm | 1.2-2.5 | TAPPI T271 |
| 5 | Initial Freeness (Minimum) | °SR | 25.0 | ISO 5267-1 |
| 6 | Ash content (Maximum) | % | 0.3 | ISO 2144 |
| 7 | Fluorescence under U.V. light | | Inactive | -- |
| 8 | Viscosity(0.5 M CED)(Minimum)Cps | | 70 | TAPPI T230 |
| 9 | pH of aqueous extract | Unit | 6.5 to 7.5 | ISO 6588 |
| 10 | Presence of TiO ₂ or other fluorescence quenching additive | % | Nil | -- |
| 11 | Dirtiness (Maximum) | mm/Sq.M | 5.0 | ISO 5350-3 |
| 12 | Rag content | % | 100 | |
| 13 | Double fold of 90 GSM Lab hand sheet of 50°SR with 2% PVA solution (Minimum) | Nos. | 5000 | -- |
| 14 | Impurity | The material should be free from colored thread, dirt, dust, husk and other foreign material. | | |

Section VIII: Quality Control Requirements

1. QUALITY ASSURANCE:

The supplier shall ensure that the stores supplied are manufactured in accordance with the technical specifications given in this tender document section VII "Technical Specification".

2. INSPECTION:

A pre-dispatch inspection will be carried out by the purchaser, if desired by General Manager, Security Paper Mill, Hoshangabad. The supplier has to inform well in advance and also facilitate the inspection team to carry out the same.

3. PACKING:

The supply of Absolutely clean Bleached Cotton Comber Pulp for use in security paper free from colour thread, plastic, nylon ropes, dirt, dust, husk, grit, synthetics, card room waste and other contaminants and should be exactly as per specification. The Bleached Cotton Comber Pulp should be supplied as per the below packing standards:-

- i. GSM of sheet: 1000 ± 500 g/m²
- ii. Average bale weight should be within the limit of 180 ± 30 Kgs
- iii. Sheet size should be
 - a. Width: 700 ± 100 mm
 - b. Length: 800 ± 200 mm
 - c. Height: According to the bales weight limitation
- iv. If average bale weight found below/ over the specified limit, the entire consignment will be rejected and the same will be sent back without unloading at suppliers risk and cost.
- v. The firm should maintain the tare weight of packing material for each bale within the prescribed limit of 1.0 to 2.0 Kgs, failing which penalty of triple the excess weight of tare found upon assessment at our end will be imposed, i.e., cost of Bleached Cotton Comber Pulp of calculated quantity will be deducted from the firm's bill.
- vi. The packing material should be clean and free from dust and other foreign material, etc.,.
- vii. Supply should be in fully pressed bales only. Supply in loose bags/uncovered bales/partially covered bales, half pressed bales etc. will be rejected at supplier risk and cost.

Note:

"BCCP Bales are to be packed with two layers in such a way that inner layer must have to be packed with plastic HDPE material & outer layer must have to be packed with paper board, during the packing of all layer fastening must have to be ensure with transparent PP/PET straps."

Declaration for Section 206AB of TDS under income tax Act, 1961

(to be submitted on Letter Head)

Vendor Code: _____

M/s _____

PAN _____

GSTIN _____

I/We _____ <Legal Name and complete address > _____

PAN: _____ <PAN no.> _____, TAN: _____ <TAN no.> _____, referring to the provisions of 206AB of the IT Act, 1961, hereby

declare the following:-

| Financial Year | Aggregate TDS & TCS credit in our name was Rs. 50,000 or more ("Yes / No") | Income Tax Return ("ITR") Filed ("Yes/No") | E-filing Acknowledgment Number (15 digit - numeric) (Attach copy of acknowledgments) | Date of Filing of Return of Income u/s 139(1) (DD/MM/YYYY) | Linked PAN with Aadhaar number or will link it before 30 Jun 2021 (or any further date as may be notified by CBDT ("Yes / No")) |
|----------------|--|--|--|--|---|
| 2018-19 | | | | | |
| 2019-20 | | | | | |

We do hereby declare that to the best of my /our knowledge and belief what is stated above is correct, complete and is truly stated. In case there is a tax liability, interest or penal consequences which are levied on SPM on account of the false representation/ declaration, I/we undertake to fully indemnify SPM for the same.

FOR _____

Authorized Signatory

Date:

Note: In case the vendor failed to comply with the above provisions, TDS shall be deducted at the higher of the following rates, namely: -

- (i) at twice the rate specified in the relevant provision of the Act; or
- (ii) at twice the rate or rates in force; or
- (iii) at the rate of five per cent (5%).

(To be submitted on the Letter Head)

DECLARATION

We do hereby declare that,

1. We have not been blacklisted /debarred by BNPMIPL /BRBNMPL /SPMCIL or any Govt. Departments for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.
2. We do hereby declare that we have read and understood all terms and conditions of tender document including GIT, SIT, GCC, SCC, Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.
3. We are accepting all the terms and conditions of the tender document without any deviation and withdraw all deviations if any.
4. We declare that if we withdraw or modify our bids during period of validity of tender etc. than we will be suspended for the period of 03 years from the date of opening of tender.

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....

(To be submitted on the Letter Head)

**DECLARATION
(Refer GIT Clause No.3.5)**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that M/s..... (Firm's name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s..... (Firm's name) fulfils at requirements in this regard and is eligible to be considered." (Where applicable, evidence of valid registration by the competent Authority shall be attached)"

I, the undersigned, declare that the item originates in..... (Name of the country).

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....

(To be submitted on the letter head of the manufacturing firm)

SECTION XIV: MANUFACTURER'S AUTHORIZATION FORM

To,

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

Ref: Your Tender document No, 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 Messrs.....
..... (name and address of the above agent) is authorized to submit a
tender, process the same further and enter into a contract with you against your requirement
as contained in the above referred tender enquiry documents for the above goods
manufactured by us.

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

Yours faithfully,

.....
.....

[Signature with date, name, and designation]

for and on behalf of Messrs.....

Name & address of the manufacturers

Note: This letter of 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.



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Section XX: Integrity Pact
(Ref Para 44.3 of GIT)
(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.



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- (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, officer, 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, certification, subsidiary contracts, submission or non-submission of bids or any other action 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.



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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.

| | |
|--|--|
| <p>For and On behalf of the Principal</p> <p><i>(Name of the Officer and Designation)(Office Seal)</i></p> | <p>For and On behalf of 'Bidder/ Contractor</p> <p><i>(Name of the Officer and Designation)(Office Seal)</i></p> |
|--|--|

Place:

Date:

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



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Annex to Integrity Pact

Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with SPMCIL shall apply for registration in the registration form with appropriate unit.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the OEM, whether should be brought on record in the Agreement and be made explicit.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.
- 2.0 Disclosure of particulars of agents/ representatives in India, if any.
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
- 2.1.1 The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by SPMCIL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The 'Bidder/ Contractor' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.



- 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by SPMCIL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraphs above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by SPMCIL. Besides this there would be a penalty of banning business dealings with SPMCIL or damage or payment of a named sum.