



**SECURITY PRINTING PRESS**

A Unit of Security Printing & Minting Corporation of India Limited (Wholly owned by Government of India)

**Mint Compound, Saifabad, Hyderabad-500063**

**Web:** <http://spphyderabad.spmcil.com> **Tel:** 04023456957/5532

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**CIN:** U22213DL2006GOI144763

**GSTIN:** 36AAJCS6111J1Z9

**Not Transferable**

**Security Classification: NON SECURITY**

**TENDER DOCUMENT FOR PURCHASE OF: SUPPLY,  
INSTALLATION, TESTING AND COMMISSIONING OF FULLY  
AUTOMATED IN-LINE SMART CARD MANUFACTURING MACHINE  
FOR CONTACTLESS CARDS, QTY 01 NO.**

**Tender Number: 6000017374 /SPPH/A-II/E-413/2021/4880,**

**Dated: 29.03.2022**

**This Tender Document Contains** 65 **Pages.**

**Tender Document is sold to:**

The Bidder,  
INDIA

( **104573** )

**Details of Contact person in SPMCIL regarding this tender:**

**Name:** SAYAN MITRA BARUA

**Designation:** Manager (TO)

**Address:** SPPH (Security Printing Press, Hyd)  
India

### **Disclaimer**

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

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

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

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

The Purchaser, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law,

statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

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

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

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

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

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

## Section1: Notice Inviting Tender (NIT)

6000017374 /SPPH/A-II/E-413/2021

29.03.2022

(SPMCIL's Tender SI No.)

(Date)

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

Sch d. No.	Brief Description of Goods/services	Quantity (with unit)	Earnest Money (In Rupee)	Remarks
1	Fully Automated in-line Smart Card manufacturing machine for Contactless Cards	1.000 nos	1377000.00INR	LATE QUOTATIONS WILL NOT BE ACCEPTED.
Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)			THREE-BID International Competetive Bid	
Dates of sale of tender documents:			From to during office hours.	
Place of sale of tender documents			NOT APPLICABLE	
Closing date and time for receipt of tenders			17.05.2022 10:45:00	
Place of receipt of tenders			SECURITY GATE, ADMIN BLOCK, SPP	
Time and date of opening of tenders			17.05.2022 11:00:00	
Place of opening of tenders			ADMIN. BLOCK, SPP, HYDERABAD INDIA	
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)			Kishor Pundlikrao Khandekar Manager (Materials)	

2. Description of tendered item : Supply, Installation, Testing and Commissioning of Fully Automated in-line Smart Card Manufacturing Machine for Contactless Cards - Qty 01 No. as per Section VII "Technical Specifications".

3. Earnest Money Deposit: Rs. 13,77,000/- (or) USD. 18030 (or) Euro. 16420

4. Interested tenderers may obtain further information about this requirement from the above office. They may also visit our website <http://spphyderabad.spmcil.com> for further details.

5. Validity of tenders should be for 180 days from the date of opening Tenders.

6. Tenderer may download the tender documents from the website <http://spphyderabad.spmcil.com> and submit its tender by utilizing the downloaded document.

7. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.

8. TENDER BY POST/ HAND/ COURIER RECEIVED ON OR BEFORE THE DUE DATE AND TIME SHALL BE ACCEPTED. POSTAL DELAY/ DELAY BY COURIER SERVICE ETC. SHALL NOT BE CONDONED AFTER THE DUE DATE AND TIME.

9. In the event of any of the above mentioned dates declared as a holiday/closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.

10. Adoption of Pre-Bid / Pre-Contract Integrity Pact separately attached herewith (Ref: Section XX, Total Pages-5). SPMCIL has appointed following independent external monitors:

a) Shri Ashok Kumar Purwaha, 901, Prithvi Apartment, Plot No. 17 Sector-52, Opp. Tau Devilal Botanical and Biodiversity Park, Gurgaon, Haryana.

b) Shri K.K. Mehrotra, Flat No. 406, MECON Apartment, Plot No. C 58/10, Sector-62, NOIDA 201307, UP.

11. The tender documents are not transferable.



Tender Number:6000017374

sd/-

(Sayan M Barua)  
Manager (TO) & CPSO  
FOR CHIEF GENERAL MANAGER  
Security Printing Press,  
Saifabad, Hyderabad, Telangana - 500 063  
Ph.No.040 # 23253611/23253607  
FAX: (+) 91-40-2345 6687  
Email: spp.hyd@spmcil.com

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.....  
(Name Designation, Address telephone number etc  
of the officer signing the document)

For and on behalf of

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## **Section II: General Instructions to Tenderers (GIT)**

### **Part 1: General Instructions Applicable to all type of Tenderers**

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Please click here or refer to the following link for further details on the instructions of GIT  
<https://spmCIL.com/uploaddocument/GIT/new.pdf>

The Bidders are advised to go through the GIT & understand the instructions.

The Bidders are requested to download all pages by clicking the above said link and should submit the same duly stamped and signed by authorized signatory along with tender document.

### Section III: Specific Instructions to Tenderers (SIT)

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

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

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

Sr No	GIT Clause No.	Topic	SIT Provision
02	3.4	ELIGIBLE GOODS AND SERVICES (ORIGIN OF GOODS)	As Applicable
04	8	PREBID CONFERENCE	on 13-04-2022 at 11.00 AM at Admin Block, SPP, Hyderabad
05	9	TIME LIMIT FOR RECEIVING REQUEST FOR CLARIFICATION OF TENDER DOCUMENTS	A tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with SPP Hyd in writing or by fax/e-mail/post. SPP Hyd will respond in writing to such request provided the same is received by SPP Hyd not later than 21 days prior to the prescribed date of submission of tender. In case the clarifications are not given by SPP Hyd in stipulated time frame then the bidder must strictly follow the tender terms and conditions.
07	11.2	TENDER CURRENCY	Supplier is requested to quote price within 2 Decimal place. Quotation with price quote beyond 2 decimal place is ignored.
14	18.4, 18.5	EARNEST MONEY DEPOSIT (EMD)	As mentioned in Section VI - List of Requirements
15	19	TENDER VALIDITY	180 days
16	20.4	NUMBER OF COPIES OF TENDERS TO BE SUBMITTED	One Original and One Duplicate sets to be submitted.
23	44.3	INTEGRITY PACT	Applicable

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## **Section IV: General Conditions of Contract (GCC)**

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Please click here or refer to the following link for further details on the instructions of GCC.  
<https://spmciil.com/uploaddocument/GCC/new.pdf>.

The Bidders are advised to go through the GCC & understand the conditions.

The Bidders are requested to download all pages by clicking the above said link and should submit the same duly stamped and signed by authorized signatory along with tender document.



## Section V: Special Conditions of Contract (SCC)

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

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

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

Sl.No	GCC Clause No.	Topic	SCC Provision
02	6.1, 6.3 & 6.5	PERFORMANCE BOND/ SECURITY	As mentioned in Section -VI
04	9	INSPECTION AND QUALITY CONTROL	As mentioned in Section - VIII
09	16.2, 16.4	WARRANTEE CLAUSE	Applicable
12	21.	TAXES AND DUTIES	08 Digit HSN code for material and 06 digit SAC code for service should be provided. GST% should also be mentioned for the item. GST registration number of the firm should also be mentioned.
13	22.	TERMS AND MODE OF PAYMENTS	As mentioned in Section - VI.
14	24.1	QUANTUM OF LD	Applicable.

## Section VI: List of Requirements

Schedule No.	Breif Description of goods and services (Related Specifications etc.are in Section-VII)	Accounting Unit	Quantity	Amount of Earnest Money	Remarks
1	Fully Automated in-line Smart Card manufacturing machine for contactless cards	nos	1.000	1377000.00INR	LATE QUOTATIONS WILL NOT BE ACCEPTED.

1. Description of tendered machine: Supply, Installation, Testing and Commissioning of Fully Automated in-line Smart Card Manufacturing Machine for Contactless Cards - Qty 01 No. as per Section VII "Technical Specifications".

2. Delivery Schedule:

For Indigenous Supplier:

The equipment / machinery should be delivered, installed, commissioned and trained within 11 months from the date of placement of Purchase Order.

For Foreign Supplier:

i) The equipment/machinery delivery on FOB basis is within 08 months from date of placement of Purchase Order.

ii) Installation, Commissioning and Training within 02 month from the date of receipt of equipment/machinery at Security Printing Press, Hyderabad.

3. The stores/machine will have to be supplied as specified in the contract/supply order from the date of placement of order. The overseas supplier shall deliver the stores/machine ordered F.O.B. port of shipment basis. The indigenous supplier shall deliver the stores/machine ordered on F.O.R. Security Printing Press, Hyderabad 500 063, INDIA.

4. Foreign nationals desirous of attending tender opening should forward their bio-data/ passport, visa details atleast 02 days before date of bid opening.

5. All the copies of tenders shall be complete in all respects with all their attachment/ enclosures duly numbered and signed on each and every page.

6. (GIT 13.b) One manufacturer can authorize only one agent/dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from

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

7. Price Bid:

7.1. The Price Bid should be submitted as per format in Section XI Annexure - B, or Annexure - C, as the case may be, Rate quoted should be on firm price basis. Vague offers like duties as applicable shall not be considered.

8. AFTER SALES SERVICE:

It must be clearly indicated in the quotation whether the after sales service shall be provided by supplier himself or by their authorised Indian agent after satisfactory installation /commissioning of the above mentioned machine /

System and expiry of guarantee /warranty period. All terms and conditions related to after sales service must be clearly mentioned.

9. The supplier shall have to provide technical support for the above mentioned machine / system and make available required spares and consumable for a period of at least ten years from the date of expiry of the warranty.

10. The supplier shall supply commissioning spares, consumable as may be required during installation, testing till completion of successful commissioning and commencement of regular operations.

**11. LICENSES AND PERMITS :**

Wherever applicable, the successful bidder shall ensure himself and also satisfy the General Manager, Security Printing Press, Hyderabad, unit of Security Printing Minting Corporation of India Limited, New Delhi, that the successful bidder possesses the legal licence / permit to use a particular product/process/design/patent. The successful bidder shall be held responsible for all the civil/criminal and tortuous consequences arising from any claim from any third party in this regard.

**12. (GIT 18.7) RISK PURCHASE :**

(a) If the supplier after submission of tender and due acceptance of the same i.e. after issue of Notification of Award of Contract fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to :

(a).1. Forfeiture of the EMD and

(a).2. Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier along with other incidental charges, including custom duty, excise duty, taxes, insurance, freight etc.

(b) For all the purpose the Notification of Award of contract will be considered acceptance of tender and formal contract pending signing of agreement. Supplier has to abide by all the terms and conditions of tender.

(c) In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the supplier.

13. (GIT 16.2(a)) Agent will submit the Authorization of the Manufacturer on the manufacturer's letter head along with the Tender in prescribed format (Annexure XIV).

14. The firm should produce details such as Name of the firm, Postal Address, Phone Number, Fax Number, E-mail ID, Contact person's name and Designation of the Principal Manufacturer and Agent(if any).

15. Earnest Money Deposit: Rs. 13,77,000/- (or) USD. 18030 (or) Euro. 16420

15.1. The earnest money shall be furnished in one of the following forms:

a) Account Payee Demand Draft or

b) Fixed Deposit Receipt or

c) Banker's cheque or

d) Bank Guarantee issued (for foreign bidders only) / confirmed by scheduled commercial bank of India in the proforma given in Section XIII of SBD. Such Bank Guarantees should be in the currency of the Bidder and must conform to Uniform Rules for Demand Guarantees (URDG 758) # an international convention regulating international securities.

The demand draft, fixed deposit receipt or banker's cheque or Bank Guarantee shall be drawn on any scheduled commercial bank in India, in favour of Security Printing Press, Hyderabad

15.2. The Earnest Money should be remain valid for a period of 45 days beyond the final tender validity period.

15.3. The successful bidder will be required to pay 3% of the value of the contract to Security Printing Press, Hyderabad, India as a Performance Security. Performance Bond/Security Deposit shall be valid up to 26 months from the date of issue including the warranty period in the form of Demand Draft or Fixed Deposit Receipt or Bank

Guarantee from a Scheduled Commercial Bank in India in favour of Security Printing Press, Hyderabad.

15.4. The successful bidder will be issued the Notification of Award of Contract.

16. After issue of Notification of Award of Contract the firm has to submit the Performance Security within 21 days from issue of Notification of Award of Contract. Upon submission of the Performance security the Purchase Order shall be issued to the firm within 7 days.

17. (GIT 20.8) SIGNING AND SEALING OF TENDERS.

Pre-Qualification Bid, Technical Bid and Price bid are to be submitted in three separate double sealed envelopes on or before the due date of submission of tenders. It may be noted that the price is not to be quoted either in the Pre-Qualification Bid or Technical bid. It shall only be quoted in Price bid. Non-adherence to this shall make tender liable for rejection. The envelopes containing bids shall be super scribed as PRE-QUALIFICATION BID, TECHNICAL BID and PRICE BID, as the case may be, for "Supply, Installation, Testing and Commissioning of Fully Automated in-line Smart Card Manufacturing Machine for Contactless Cards - Qty 01 No." along with the tender number. The sealed envelopes shall again be put in another sealed cover and should be super scribed "Supply, Installation, Testing and Commissioning of Fully Automated in-line Smart Card Manufacturing Machine for Contactless Cards - Qty 01 No., due date as per Section 1 (NIT) along with the tender number, name of the bidder firm and the name of the manufacturer if the bidder firm is an agent, in the following format:

Tender Number-

Tender Name-

Date of tender opening-

Bidder firm name-

Manufacturer name-

18. Late tenders shall not be accepted. Tenderers shall submit their offers only on prescribed forms. Tender by telegram/fax /e-mail shall not be accepted. Tender by post/ hand/ courier received on or before the due date and time shall be accepted. Postal delay/ delay by courier service etc. shall not be condoned.

19. Tenders shall be submitted in parts as below :

PART-I-PRE-QUALIFICATION BID:

a) Earnest Money Deposit.

b) The Bidder has to submit Experience and Past Performance, Capability - Equipment & Manufacturing Facilities, Financial Standings etc., as per Section IX. Documentary Proof (relevant PO copies, invoices, list of customers etc.) should be provide.

d) Section-X: Tender form by filling up the firm and affixing their companies official stamp and signing. The Price is not to be filled in the tender form.

c) Non-Blacklist Declaration - The firm should not have been blacklisted /debarred for dealing by Government of India/State Government / PSU / SPMCIL / RBI / BRBNMPL / BNPMIPL in any manner and an undertaking should be submitted along with the Bid to this effect.

d) The bidder should furnish the firm's name, full postal address (Works and office), Phone Number and Fax Number; Name of the authorized contact person and e-mail address for manufacturer, agent (if applicable).

e) Manufacturers authorization letter(As per Section XIV), if the bidder is not the manufacturer.

f) The bidder is requested to provide the financial standings of the principal manufacturer like Balance Sheet, Profit & Loss account statement, Income statement etc. in English language only, duly certified by the Chartered Accountants (CA) in India and Certified Public Accountants/ Chartered Accountants in other countries.

g) The bidder firm shall submit GST certificate, PAN Card, Bank Account Details and Cancelled Bank Cheque (Photo Copy).

h) The firm should submit the following undertaking "we agree to withdraw all the deviations, if any, unconditionally and accept the terms and conditions of the tender document including the technical specifications."

- i) The firm should submit the following undertaking that "the information given in the documents are correct and the bidder is aware that in case any information provided is found to be false at a later stage, SPP reserves the right to reject/disqualify the bidder at any stage of the tendering process without assigning any reason".
- j) The bidder has to submit one original and one duplicate set of Pre-Qualification Bid documents.

**PART-II-TECHNICAL BID:**

- (a) The bidder shall submit detailed technical offer as per technical specifications given in Section VII and list of requirement given in section VI of this tender document.
- (b) The bidder has to download and submit the acceptance of all section of this tender document (GIT, SIT, SCC, GCC), Technical specifications, List of Requirement, Questionnaire, etc. by filling up the forms and affixing their companies official stamp and signing at each page of the tender document.
- (c) The bidder firm shall submit the blank Price Bid mentioning HSN code and GST percentage as applicable, but EXCLUDING THE ACTUAL PRICE. Mentioning the Price anywhere in the Technical Bid will lead to disqualification of the firm from the tender evaluation process.
- (d) The bidder has to submit one original and one duplicate set of Technical Bid documents.

**PART III-PRICE BID :**

- a) The bidder shall quote the prices strictly as per the proforma given in Section-XI of the tender document.
- b) The bidder has to submit one original and one duplicate set of Price Bid.

**20. (GIT 24.4) Opening of Tenders :**

The Pre-Qualification Bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the Eligibility criteria. Thereafter, in the second stage, the Technical Bids of only Pre qualified bidders (as decided in the first stage) shall be opened at a later date and time for further scrutiny and further evaluation. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document. Subsequently, in the third stage, the Price Bids of only the Technically acceptable offers (as decided in the second stage) shall be opened for further scrutiny and evaluation. Intimation regarding opening of Technical Bid and Price bid shall be given to acceptable tenderers to enable them to attend the Technical and Price bid opening, if they so desire.

21. Under no circumstances, the successful tenderer should withdraw his offer during the tenure of the contract. The successful tenderer should not ask for cancellation of the order/contract under any reasons/pretext. Hence the tenderers responding to this tender enquiry should take necessary precautions such as whether it is viable for them to manufacture this variety of Machine/Item {i.e., for which the tender is floated} without any hindrance and they must take necessary action to obtain all legal permissions from the authorities concerned in case it is necessary, at their risk and cost, before they respond to this tender enquiry.

22. The machine/item tendered for manufacture and supply shall be suitable for the climatological conditions prevailing in Hyderabad, Telangana, India.

23. (GIT 40) Chief General Manager, Security Printing Press, Hyderabad, reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

24. The supplier shall communicate to this Press at least 30 days (thirty) prior to the readiness of the machine's being kept ready for pre-shipment inspection in order to depute representatives for pre-shipment inspection.

**25. Inspection and Quality control:**

**Pre-Dispatch inspection :**

25.1 A team of Officers from SPP Hyderabad consisting of 04 nos. of officers shall be deputed at the

manufacturer's work site before dispatch of the machine for 5 working days.

25.2 The manufacturer shall provide prior intimation of 1 month in advance to SPP regarding the readiness of the machine.

25.3 All cost towards travel/boarding and lodging shall be borne by SPP Hyderabad.

25.4 The machine shall be shown for inspection in running condition.

25.5 After satisfactory running and examining of the machine the inspecting team from SPP Hyderabad shall give clearance for dispatch of the machine to SPP Hyderabad.

25.6. The representatives of the Purchaser shall have the right to inspect and for testing the machine in running or any part of the machine before delivery at the premises of the supplier or elsewhere where the said machines are manufactured and insist to follow the specifications of the purchase order in case of any deviations noticed.

25.7. The Pre Dispatch Inspection will be carried out for period of 05 working days consisting of 8 hours per day, confirming to machine configurations rated speed, printing quality, output as per the tender specifications as given in the following table:

Sl. No.	Description	Parameters
1	Total number of working days	5 days
2	Number of shifts in day	1 shift
3	Duration of each shift	9 Hours
4	Effective production time (excluding make-ready, operators' oriented stoppages, cleaning etc.)	8 Hours
5	Targeted production per shift	80% of rated speed of machine
6	Printing Quality check (all good output)	80% related to printability & runnability.

Note : Required material for Pre-Dispatch Inspection run will provided by the supplier.

## 26. INSTALLATION, COMMISSIONING AND TRAINING AT WORKSITE OF SUPPLIER AND PURCHASER IN INDIA, CHARGES:

The firm has to provide Operational & Maintenance training to 04 Nos. officials of Security Printing Press, Hyderabad for 5 working days at work site of the supplier and with regard to Operational & Maintenance personnel (Electronics, Electrical, Mechanical etc.) at SPP, Hyderabad for 2 weeks (i.e., 01 week for operation and 01 week for maintenance).

### 26.1 OPERATIONAL :

26.1.1 Detailed working of the entire system.

26.1.2 All precise settings of the machine.

26.1.3 Details of operation of Control Consoles/HMIs.

26.1.4 Understanding of process flow of the production.

26.1.5 Daily maintenance schedule.

26.1.6 Trial run of the machine for actual working.

### 26.2. MAINTENANCE (ELECTRICAL/ELECTRONIC) :

26.2.1. Sequential functions of the machine.

26.2.2. Fault diagnosis method.

26.2.3. Testing of systems. Fault analysis through Control Consoles / HMI.

26.2.4. Debugging/Rectification.

### 26.3. SOFTWARE :

26.3.1. Installation of system software including drivers.

26.3.2. Installation of Application Software.

26.3.3. Uploading and downloading of programme of PLCs, HMI, Drives and other major electronic components.

26.3.4. #Diagnostic System# operation and understanding.



26.4. MECHANICAL :

- 26.4.1. Complete setting and mechanical timings of all the gears, cams and its synchronization with electrical/electronic system.
- 26.4.2. Complete working and fault rectification in Centralized Lubrication System.
- 26.4.3. Setting and maintenance of all safety equipment installed on machine.
- 26.4.4. Complete working and fault rectification through computer control system

26.5. The tenderers are required to quote the above charges on lumpsum basis, for their team of engineers in connection with installation, commissioning and training of the machine in the premises of Security Printing Press, Hyderabad, Telangana, INDIA. The lumpsum CHARGES should include all the expenses towards travelling (to and fro), boarding, lodging and incidental expenses of their engineers. The tenderers shall also furnish detailed programme in this aspect indicating the estimated number of engineers likely to be deputed to the above Security Press, and approximate period of their stay in India for installation, commissioning and demonstration/training of the said machine.

26.6. The tenderers shall confirm their acceptance for payment of lumpsum amount for the above only after successful installation, commissioning and training in India, and after issue of satisfactory performance certificate by the purchaser.

26.7. It may be noted that the Income-tax if any payable by the firm i.e., supplier on the above said installation and commissioning charges, as per the provisions of Indian Income-tax Act in force, the element of such tax shall be deducted at source from the above service charges by this Press and this condition is binding on the tenderers.

27. The Chief General Manager, Security Printing Press, Hyderabad reserves the right to call for any additional information from the tenderers apart from the details asked for in this tender, in the interests of the organisation and for finalisation of the tender. This condition is binding on all the tenderers without any dispute.

28. Evaluation of Offers:

28.1. In case of only foreign offer:

Bidders are required to quote both FOB & CIF price. SPMCIL reserves the right to place order either on FOB or CIF (which is beneficial to SPMCIL). The price evaluation shall be done on CIF basis. The price comparison shall be done on basis of price as quoted by the bidder and price as derived by SPPH.

28.2. In case of both Foreign offers and Indian offers:

Foreign bidders are required to quote on FOB & CIF. The price comparison will be done based on FOR cost to Security Printing Press, Hyderabad.

a) For foreign bidders 1% shall be added over CIF cost quoted by bidder as port handling / transportation charges from destination port to Security Printing Press, Hyderabad and customs duty, Social welfare surcharge and GST shall be considered at actuals.

b) Indian bidders are required to quote FOR destination prices.

28.3. In case of Indian offers:

Price evaluation shall be done on the price of FOR price as quoted by the bidder.

28.4. Purchase Order(s) will be placed on FOB basis with incorporation of clause stating that at the time of actual delivery of the machine, the actual cost involved for the transit insurance and ocean freight will be arrived and if such cost is more than the bidders quoted transit insurance & ocean freight, the bidder(s) will be asked to supply the machine on CIF basis at their quoted CIF price.

29. The Public Procurement Policy for MSEs order 2012 and Amendment Order 2018 is applicable.

29.1. MSE firms owned by Scheduled Cast / Scheduled Tribe Entrepreneurs should produce documentary evidence of the same at the time of submitting offer. No claim will be admitted after opening of tender.

30. (GCC 22) Terms and Mode of payments:

The payment shall be made in the following manner:

30.1. Indigenous supplier:

30.1. (a). 80% payment of cost of material shall be made within 30 days against actual receipt of Smart Card Manufacturing Machine, in acceptable condition with bill in triplicate at Security Printing Press, Hyderabad.

30.1.(b) Balance 20% payment of cost of machine/material and 100% cost of installation, commissioning and training charges as under:

30.1. (b).(i). After complete installation and commissioning, successful demonstration of performance and acceptance and on receipt of Final Acceptance Certificate issued by the purchaser.

30.2. Foreign supplier:

30.2. (a). 80% of cost of material shall be made through irrevocable letter of credit to be opened by the Purchaser through a Commercial Bank in favour of SELLER. The payment shall be arranged on receipt of the following documents and invoice after dispatch. Payment shall be made as per contract price.

(i) Complete set of clean Airway bill/ Bill of Lading must show that the complete machine/goods have been actually shipped on board.

(ii) Signed invoices in sets of quadruplicate stipulating specification reference for item indicating cost and quantity.

(iii) Certificate of Country of Origin, issued by Chamber of Commerce.

(iv) Copies of packing list in triplicate stipulating individual items, quantity, and weight and dimension details of each packing case.

(v) Inspection Certificate. If inspection certificate has been waived, then Quality Test Certificate.

(vi) Two sets of non-negotiable dispatch documents, to be sent by courier services to the PURCHASER immediately after dispatch of consignment.

(vii) Catalogue, technical write up/literature for customs clearance purpose.

(viii) Certificate of No Agency Commission payable to any Indian agent involved in this transaction.

30.2. (b). Balance 20% payment of cost of material and 100% cost of installation, commissioning and training charges, if any will be made as under:

30.2. (b).(i). After complete installation and commissioning, successful demonstration of performance and acceptance and on receipt of Final Acceptance Certificate issued by the Purchaser.

(c)Bank Charges:

(i) All bank charges for opening of letter of credit in respect of PURCHASERs bankers shall be borne by PURCHASER and those charged by SELLERs bankers shall be borne by the SELLER.

(ii) The Charges of extension of Letter of Credit or any confirmation if attributable to SELLER shall be paid by SELLER and not by the PURCHASER.

(iii) The negotiating bank of the SELLER should give 5 clear working days (in India) Notice to the Letter of credit opening bank and the PURCHASER regarding the value and date of payment.

31. Tax deduction at source as per Income tax Act 1961 will be deducted as the extent of rules and rates.

32. Port of Shipment: MUMBAI / CHENNAI SEA PORT, INDIA (For overseas supplier).

33. Port Consignee: M/s. Balmer Lawrie & Co Ltd.

34. Required/Final Delivery Destination: At Security Printing Press, Mint Compound, Saifabad, Hyderabad 500063, (Telangana),INDIA.

35. Preferred mode of Transportation: 1) For overseas supplier by sea



2) For indigenous supplier by road/rail. The goods to be transported shall be through registered common carriers only. FOR Security Printing Press, Hyderabad.

36. Capacity assessment/ verification of firms, if necessary will be undertaken by team of SPP Officers to check the, Quality Control System, Capacity, Capability & handling of materials etc.

37. The contents of this document are the absolute property of the CHIEF GENERAL MANAGER, SECURITY PRINTING PRESS, HYDERABAD, INDIA, and any information/part of this tender document should not be disclosed to any other persons who are not connected with this transaction. In case any firm doing so with some vested interests, such firms are liable for prosecution and this condition is binding on the tenderers.

38. Bidder is requested to submit the following Bank details along with tender documents :

- a) Beneficiary Name :
- b) Bank Account Number :
- c) Bank Name :
- d) Branch and Address :
- e) IFS Code :

39. No revised quotation will be permitted during the validity of the tender.

40. Conditional Tenders will not be accepted.

**NOTE:**

1) All related documents regarding Eligibility, Capability, Financial Standing etc. should be of the Principal Manufacturer only) and should be in English language only.

**41. Make in India Clause:**

i. The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. The local suppliers are exempted from experience and past performance criteria, and average annual turnover requirement under financial standing. Local suppliers are not required to provide any proof of supply to other countries / exports. The bidder company may use the financial criteria of its own holding company or its Principal manufacturer in this case. However, the Holding company and/or the Principal manufacturer / collaborator will have to counter guarantee the financials and/or bank guarantees as issued for the purpose of this tender.

**ii. Verification of Local Content:**

The minimum local content shall be ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribed the manner of calculation of local content.

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

In cases of procurement of a value excess of Rs. 10/- crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing Chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

**42. Signing of Integrity Pact:**

All bidders submitting their offer to SPP will have sign the integrity pact as per format given in section-XX and submit along with the prequalification bid.

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## Section VII: Technical Specifications

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Technical Specifications as per Annexure - A.

**Technical Specifications for manufacturing and supply of 01 No. of Fully automated In-line Smart Card Manufacturing machine, at Security Printing Press, Hyderabad**

**1. STATEMENT OF REQUIREMENT :**

A State of the art technology system Fully automated In-line Smart Card Manufacturing machine having provision to control the machine through computerized console.

**2. Scope of Work :**

Production of ID1 size ID cards and Polycarbonate (PC) Data-page (ID3) in 2-up format for e-Passports.

**3. Broad requirements of Fully Automatic Inline ID Card & Data-page Manufacturing :**

The production line will have the following functions:

- 3.1. Holographic security thread application
  - 3.2. Collation of the various substrates/layers in registration
  - 3.3. Hinge application for ID3 data-pages
  - 3.4. Hologram application
  - 3.5. Window punching & filler system
  - 3.6. Buffer storage
  - 3.7. Hot & cold lamination process
  - 3.8. RFID testing of the cards and data-pages
  - 3.9. Punching of ID1 cards and ID3 size Passport Data pages
  - 3.10. Delivery in to magazines
4. The production line should be suitable to handle substrates like Polycarbonate (PC), PVC, PET-G and other well-known substrates for manufacturing of ID1 size cards & ID3 size data pages (in 2-up).
5. Throughput : up to 4,000 contactless ID1 size cards/hour ; up to 1000 ID3 size PC passport data-pages (500 nos. in 2-up format)

6. Format : ID1 size cards & ID3 size data-pages (in 2-up)
7. Thickness : ID1 according to ISO 7810 standard, and ID3 size standard range of 0.45 - 1.2mm
8. Output yield should be min. 97%; i.e. max. rejection should not exceed 3%.
9. Personnel requirement for the operation & production of the complete ID card production line should be max. 3 persons. Bidder has to confirm in writing.
10. The machine should be heavy-duty, sturdy and designed for 24x7 operations.
11. Layout of the complete line to be provided along with detailed dimensions; power load requirement in KW; compressed air requirement; including the location area for control cabinets; peripheral accessories; input raw material; finished product.
- 12. The automatic inline card production system will have the followings functions :**
  - 12.1. Holographic Security Thread Application system:  
Application of Hologram security thread by Hot stamping process on the bottom laser overlay layer of min. thickness of 50 microns
  - 12.2. Unwind of the overlay substrate with tension control and parallel adjustment system. Maximum diameter of overlay roll to be 500mm.
  - 12.3. Carrier peel off and rewind system.
  - 12.4. Electronic temperature control of the stamping die.
  - 12.5. Thread Width : min. 2 mm to max. 12.7mm.
  - 12.6. Unwind system to be with individual tension control.
  - 12.7. Precise guiding system with parallel adjustment.
  - 12.8. Core Diameter : 76mm
  - 12.9. Adjustable Temperature Control : 50-250°C
  - 12.10. Shall be equipped with sensor to detect low level and an audio alarm for operator when the overlay input reel is to be replenished with a new one.
  - 12.11. One set of additional stamping dies to be provided along with the machine.
- 13. Automatic Inline Collation System :**
  - 13.1. The ID card construction will be constituting of minimum 7 or more layers.
  - 13.2. The machine should be supplied with the automatic feeding system of minimum 7 layers of Polycarbonate (PC) substrate, viz.:
    - (a) Top most Non-Laser Overlay of 75 microns, either in roll or sheets
    - (b) Laser-overlay for top side of 100 microns, either in roll or sheets
    - (c) Front Print of 100 microns in sheets



- (d) Core RFID Inlay sheet of 300 microns,
- (e) Reverse Print of 100 microns in sheets
- (f) Laser-overlay for bottom side of 100 microns, either in roll or sheets
- (g) Bottom most Non-Laser Overlay of 75 microns, either in roll or sheets.
- (h) The thickness defined above of each substrate for collating are for references only. The collation system should be able to handle overlays in range from 50 microns to 100 microns or thicker and printed sheets including inlay from 100 to 600 microns.
- (i) The feeding of the overlay materials may be in sheet or in reel, which is best suited for the offered automatic collation process. Minimum stack height of 800mm to be provided. The stacking of sheets should be possible without stopping the machine.
- (j) All these layers are required to be collated automatically; and in registration. The automatic collation to be achieved by sensors / cameras reading printed registration marks.
- (k) The RFID inlay sheet at the point of feeding should be tested and the UID nos. recorded of each chip for checking / cross-verifying at the final card delivery end as part of track & trace system.
  - a. Basic information of the inlay sheets:
    - IC Chip size: based on ISO / IEC 14443 type A & B
    - Antenna size: Class 1
    - Frequency: 13.56 MHz.
    - Communication range: up to 10 cm.
- (l) All the collated layers should be ultrasonically welded together to keep them in registration.
- (m) Bidder to provide the detailed technical description of the fully automatic collation process of their offered system.
- (n) The automatic collation system should be able to handle printed sheets of either 16up data-pages or 36up ID1 size cards.
- (o) The collation of all the layers should be in correct registration with a max. accuracy of +/- 0.3mm.
- (p) After precise collation of all layers there should be a punch for punching of pin holes for proper registration of the collated sandwich to the registration pins of the laminating plates / belts.
- (q) The height of the pins should be higher than the collated layers to ensure perfect registration of the collated sheets.

#### **14. Automatic Inline Hinge Application for ID3 data-pages :**

- 14.1. An automatic hinge application system to be provided for the application of hinge required for ID3 data-pages in 2-up format.
- 14.2. The hinge width to be applied is up to 22mm, out of which approx. 10mm will be outside the collated area.
- 14.3. The hinge could be full-face as well and if needed a compensation layer can be precisely placed next to hinge in order to achieve a more even surface.
- 14.4. The location of the hinge to be preferably in the middle of the complete collated substrates.

- 14.5. The hinge to be flexible material in nature like a mesh or synthetic rubber compound like TPU (Thermoplastic Polyurethane), etc. for easy bending without cracking, easy to stitch on the passport lines and having life of 10 years after inserted in passport.

**15. Automatic Inline Hologram Application system :**

- 15.1. Application of Hologram by hot stamping process on the overlay material.  
15.2. It should be possible to apply the hologram in registration.  
15.3. It should be possible to regulate the stamping speed and the temperature to optimize the stamping quality.  
15.4. Stamping pressure should avoid visual defects and flaking.  
15.5. Precise registration of hologram during stamping.  
15.6. It should also be able to handle application of Diffractive Optically Variable Image Devices (DOVIDS).  
15.7. Carrier peel off and rewind system.  
15.8. After hologram application, there should be an automatic process of cleaning around the hologram applied area to remove any small flakes or dust which remain after the application before it is goes to lamination process.  
15.9. One set of additional stamping dies to be provided along with the machine.

**16. Automatic Inline WINDOW Punching & window filler system :**

- 16.1. To punch/perforate a WINDOW in the sandwiched sheets. The shape of the Window will be Ashoka Pillar Emblem. Max. width of the window shape is 25 mm. The exact design will be provided to successful bidder.  
16.2. To automatically insert an alternative material of same thickness and geometry in the window to ensure no air gap is created or no dents get formed after lamination in the window area.  
16.3. The filler material will be a coloured material or a security material.  
16.4. The security material can be a customized filler material, i.e. fitted with additional pre-printed security features, equipped with pre-applied holographic elements or containing other overt/covert security features. The window filler material respectively the features can registered for a precise and accurate positioning in the window. The details will be shared to the successful bidder.  
16.5. Subsequently to be covered by top & bottom overlays.  
16.6. 1 additional spare set of punching dies for making the Window and 1 additional spare set of filler pins to be supplied along with the machine.



### **17. Buffer System :**

To ensure continuous uninterrupted production a buffer system to be provided between processes wherever necessary to avoid stoppages due to refill of the input material.

### **18. Automatic Inline Lamination System :**

- 18.1. The top & bottom surface after the collation process should be automatically cleaned to remove any kind of dust before it goes in to lamination process.
- 18.2. The collated layers to be laminated together by going through the heating and cooling process to become as one fused laminated substrate.
- 18.3. The height of the pins on the lamination plates / belts should be higher than the collated layers to ensure perfect registration of the collated sheets during the lamination.
- 18.4. The lamination process should ensure that there is ideally no or very minimal distortion, shrinkage, colour shift, warpage of the sheets after the lamination.
- 18.5. Automatic infeed, transport and discharge of laminated sheets.
- 18.6. Heating & cooling section to have individual separate temperature control facility.
- 18.7. Temperature Range:
  - (i) Heating : 70 – 200 degrees Celsius;
  - (ii) cooling: 10 – 25 degrees Celsius
- 18.8. The heating & cooling plate temperature shall be adjustable in increment of 1 degree Celsius with stable and accurate temperature control.
- 18.9. Individual adjustment of heating & cooling pressure.
- 18.10. Chiller system to be provided for the cooling system. It should be a closed loop system.
- 18.11. Heating system to be provided by bidder along with the system. The type of heating system and total power demand for the heating to be clearly mentioned by the bidder.
- 18.12. Programmable lamination parameters like temperature, pressure, time, etc.
- 18.13. Fully automated lamination process to be provided without any manual intervention.
- 18.14. Laminator should be able to handle material thickness up to 1.2mm.
- 18.15. The PLC of the laminator to be supported with UPS for smooth shutdown during power cut-off. Note: Cut-off due to emergency requires immediate shut-off, stop, release of pressure etc.
- 18.16. The lamination plates / belts supplied with the laminator should be engraved to be able to apply precisely tactile features like micro-text, Multi Laser Image (LMI) / Changing Laser Image (CLI), braille, etc. The engraving design will be provided to successful bidder.
- 18.17. The lower laminating plates / belt contains registration pins and the upper plate / belt the corresponding holes. While fed into the laminator the collated and punched sandwich is automatically fixed onto the pins. This pin systems ensures proper registration of the sandwich and hence a highly-accurate and repeatable transfer of the security features to the laminated and data-pages.
- 18.18. One additional complete spare set of lamination plates/belts with the engraved features and one spare set of glossy lamination plates / belts to be supplied along with the machine.

#### **19. Automatic Inline Punching System :**

- 19.1. The punching of both ID1 size cards and ID3 size Passport data-pages in 2-up format for passports should be possible, and accordingly punching tools for both ID1 and ID3 to be provided with the machine.
- 19.2. 1 no. of additional sets of spare tools for punching Polycarbonate ID1 cards and 1 set of spare tools for ID3 size Polycarbonate Data-pages to be supplied along with the machine.
- 19.3. The tools should be possible to re-grind for 8 to 10 times.
- 19.4. The tool should give a min. output of 500 thousand cards before first grinding.
- 19.5. The punching tools to be supplied should be suitable for PC material.
- 19.6. The output of ID1 size cards and ID3 Data pages to be collated in their respective delivery magazines.
- 19.7. Thickness control check to be provided.
- 19.8. Before punching, an inspection system to be provided to check the major features of the card like presence / absence of print, hologram, windows, holographic security thread, etc.
- 19.9. The material guiding system should ensure scratch-free of the cards.
- 19.10. ATS tester to be provided for checking the RFID (contactless) cards/data-page to determine if the chip is live.
- 19.11. Good cards to be collected in good magazine. Min. 2 nos. of good magazine to be provided to ensure continuous production.
- 19.12. Faulty cards should be collected in a separate magazine.
- 19.13. The equipment should be able to handle material thickness of 0.45 -1.2mm.
- 19.14. The system should have quick tool changeover facility.
- 19.15. Provision to collect the waste matrix material after punching.
- 19.16. Counter to be provided to count the output.

#### **20. Control Panel :**

- 20.1. Control Panel mounted on the major units on a position with easy operation.
- 20.2. For units which require detail parameter settings, shall be equipped with control touch screen for various parameter settings and monitoring of data of operation status, alarm and emergency stop switch (push-lock / turn-reset), etc.
- 20.3. Each unit shall be equipped with signal lamp (3 colours) to indicate operational status of the line and light up / flash depending on condition.

#### **21. Other Features :**

- 21.1. Dust removal and electrostatic removal device: depending on the necessity, each unit shall be equipped with dust removal and anti-static equipment in order to avoid dust or particles from contaminating the ID cards or Data-pages, or improper placement of the material caused by static.
- 21.2. Safety: to secure safety, stop button and emergency stop button need to be mounted.
- 21.3. The equipment should meet with international safety standards, for eg. CE standards or equivalent.



- 21.4. 3 nos. sets of operation manual, maintenance (mechanical & electrical) manuals and spare parts manual to be supplied in English language only.
- 21.5. Electrical wiring diagram and back-up CF card including all software to be provided.
- 21.6. One complete tool kit to be provided for the operation & maintenance of the complete production line.
- 21.7. Power voltage at SPP, Hyderabad is 415V +/- 10%, 3 Phase, 50Hz.

## 22. GENERAL REQUIREMENTS :

- 22.1. The complete production line should be automatic to achieve un-interrupted production; preferably no downtime for material change.
- 22.2. Bidder to specify the total number of persons required for the complete ID card & Data-page production line.
- 22.3. Bidder is required to submit the schematic layout of the complete production line along with the dimensions of the equipment, working space, material movement & storage on the machine shop floor, etc.
- 22.4. Bidder is required to mention the total power demand required for the complete line.
- 22.5. Bidder is required to specify all the ancillary/auxiliary equipment required for the ID card & Data-page production line and needs to be supplied along with the line.
- 22.6. Bidder to provide the details of the working environment like temperature, Humidity, flooring, ceiling, etc.
- 22.7. Bidder is required to provide catalogue/brochure of the ID Card & Data-page Production Line.
- 22.8. Bidder is required to provide the video of the complete ID card & Data-page production line offered showing each and every functions defined in the tender.
- 22.9. Bidder is required to submit a detailed technical description of the offered ID card & Data-page production line; and has to confirm compliance of each and every point of the tender specifications.
- 22.10. The complete production line should have provision of remote maintenance facility by the manufacturer.
- 22.11. The HMI, PLC and drives used in the machine should be of reputed make. The Brands used to be mentioned by bidder.
- 22.12. Bidder to provide a separate list of recommended spare parts & machine consumables for 2 years operation with prices. This will not be included in the final price comparison.
- 22.13. Bidder has to start the installation within one month from the date of the receipt of the consignment in SPP premises. The installation, commissioning, training and Final Acceptance Tests at SPP has to be completed within 2 months after the start of installation.
- 22.14. Bidder has to provide operator and maintenance training at SPP, Hyderabad to its team for a period of ~~5 working days~~ 2 weeks after completion of Installation & Commissioning of the machine.

### **23. Miscellaneous**

- 23.1. Technical documents in English language – 02 sets with softcopy in CD.
- 23.2. Printer's toolbox – 02 sets.
- 23.3. Machine packaging according to standard packaging suitable for sea transport.

### **24. TRAINING FOR THE MACHINE :**

The firm has to provide operational and maintenance training to 04 nos. officials of Security Printing Press, Hyderabad for 5 working days at work site of the supplier and with regard to Operational & Maintenance personnel (Electronics, Electrical, Mechanical etc.) at SPP Hyderabad for 2 weeks (i.e. 01 week for operation and 01 week for maintenance).

#### **24.1. OPERATIONAL :**

- 24.1.1. Detailed working of the entire system.
- 24.1.2. All precise settings of the machine.
- 24.1.3. Details of operation of Control Consoles/HMIs.
- 24.1.4. Understanding of process flow of the production.
- 24.1.5. Daily maintenance schedule.
- 24.1.6. Trial run of the machine for actual working.

#### **24.2. MAINTENANCE (ELECTRICAL/ELECTRONIC) :**

- 24.2.1. Sequential functions of the machine.
- 24.2.2. Fault diagnosis method.
- 24.2.3. Testing of systems. Fault analysis through Control Consoles / HMI.
- 24.2.4. Debugging/Rectification.

#### **24.3. SOFTWARE :**

- 24.3.1. Installation of system software including drivers.
- 24.3.2. Installation of Application Software.
- 24.3.3. Uploading and downloading of programme of PLCs, HMI, Drives and other major electronic components.
- 24.3.4. 'Diagnostic System' operation and understanding.

#### **24.4. MECHANICAL :**

- 24.4.1. Complete setting and mechanical timings of all the gears, cams and its synchronization with electrical/electronic system.
- 24.4.2. Complete working and fault rectification in Centralized Lubrication System.
- 24.4.3. Setting and maintenance of all safety equipment installed on machine.
- 24.4.4. Complete working and fault rectification through computer control system

### **25. SPARES LIST :**

List of Spares recommended for 2 years for trouble free operations (Mechanical / Electrical & Electronics) to be provided.



**26. Pre-Dispatch inspection :**

- 26.1. A team of Officers from SPP Hyderabad consisting of 04 nos. of officers shall be deputed at the manufacturer's work site before dispatch of the machine for 05 nos. of working days.
- 26.2. The manufacturer shall provide prior intimation of 1 month in advance to SPP regarding the readiness of the machine.
- 26.3. All cost towards travel/boarding and lodging shall be borne by SPP Hyderabad.
- 26.4. The machine shall be shown for inspection in running condition.
- 26.5. After satisfactory running and examining of the machine the inspecting team from SPP Hyderabad shall give clearance for dispatch of the machine to SPP Hyderabad.

**27. FINAL ACCEPTANCE TEST (FAT):**

After successful installation and commissioning of the machine and its auxiliary units, the FAT will be carried out for period of 1 week consisting of 8 hours per day, confirming to machine configurations rated speed, production quality, output as per the tender specifications as given in the following table:

Sl. No.	Description	Parameters
1	Total number of working days	6 days
2	Number of shifts in day	1 shift
3	Duration of each shift	9 Hours
4	Effective production time (excluding make-ready, operators' oriented stoppages, cleaning etc.)	8 Hours
5	Targeted production per shift	80% of rated speed of machine
6	Production Quality check (all good output)	80% related to production & runnability.

Note : In case of failing to achieve the daily target, same will be carried out on other day.

**28. FINAL ACCEPTANCE CERTIFICATE (FAC):**

Upon satisfactory completion of FAT, the FAC will be issued to representative of the firm.

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## Section VIII: Quality Control Requirements

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### 1. FINAL ACCEPTANCE TEST (FAT):

After successful installation and commissioning of the machine and its auxiliary units, the FAT will be carried out for period of 1 week consisting of 8 hours per day, confirming to machine configurations rated speed, production quality, output as per the tender specifications as given in the following table:

Sl. No.	Description	Parameters
1	Total number of working days	6 days
2	Number of shifts in day	1 shift
3	Duration of each shift	9 Hours
4	Effective production time (excluding make-ready, operators' oriented stoppages, cleaning etc.)	8 Hours
5	Targeted production per shift	80% of rated speed of machine
6	Printing Quality check (all good output)	80% related to printability & runnability.

Note: In case of failing to achieve the daily target, same will be carried out on other day.

### 2. FINAL ACCEPTANCE CERTIFICATE (FAC):

Upon satisfactory completion of FAT, the FAC will be issued to representative of the firm.

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## Section IX: Qualification/Eligibility Criteria

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Eligibility Criteria for " Supply, Installation, Testing and Commissioning of Fully Automated in-line Smart Card Manufacturing Machine for Contactless Cards - Qty 01 No."

Experience and past performance:

The bidder (manufacturer or principal of authorised representative # hereinafter referred simply as #The Bidder#) shall be a manufacturer that has regularly for at least the last three years manufactured, supplied, erected, commissioned Fully Automated in-line Smart Card Manufacturing Machine for Contactless Cards with same or higher specifications of at least one number in last five years ending on 31.03.2021. At least one number of the product offered for supply should be in successful operation for at least one year on the date of bid opening.

Note: The #Experience and Past experience criteria# is exempted for Startups and Micro and Small Enterprises.

Capability-Equipment & Manufacturing Facilities:

The bidder firm must have an annual capacity to manufacture and supply at least one number of Fully Automated in-line Smart Card Manufacturing Machine for Contactless Cards - Qty 01 No.

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

Financial Standing:

i. The average annual financial turnover of the bidder firm (manufacturer or principal of authorised dealer) during the last three years, ending on 31.03.2021, should be at Rs. 11,01,24,322/- (or) 1441894 (or) Euro. 1312723 as per the annual report (audited balance sheet and profit & loss account) of the relevant period duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

Note: The #Average Annual Turnover criteria# is exempted for Startups and Micro and Small Enterprises.

ii. The Bidder firm should not have suffered any financial loss for more than one year during the last three years ending on 31.03.2021.

iii. (a) The net worth of the bidder should not be negative as on 31.03.2021

(b) The net worth of the bidder firm should not have eroded by more than 30% in the last three financial years ending 31.03.2021.

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

Applicability in Special Cases:

1) Applicability to #Make in India# :Bidders (manufacturer or principal of authorised representative) If the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content, and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

i) their foreign manufacturer who holds intellectual property rights, meets all the criteria above without exemption, and

ii) the Bidder submits appropriate documentary proof for technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content.

iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of #The Product# offered including all warranty obligations as per the general and special conditions of contract.

2) Authorized Representatives: Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

- i) their principal manufacturer meets all the criteria above without exemption, and
- ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar #Product# for past three years ending on #The Relevant Date#.

3) For Existing successful Past Suppliers: In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of #The Product# in at least one of the recent past three procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past. (This clause is not applicable for Security Items as notified by Government of India from time to time.)

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

5) Development/ insufficient market capacity or Exceptional One- Off Cases: These are those items which are either being newly developed where vendors are yet to be developed or for new/ existing items where the capacity available in market is inadequate compared to our annual requirements. Exceptional one-off cases are such items/ Plant & Machinery which are procured infrequently (say once in 3 years or longer periods). In such cases PQC Should be Decided with the approval of CFA in individual cases.

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

#### Notes for Bidders:

1) The Relevant Date: The Relevant Date is 31st March (or any other year ending followed in relevant country) of the previous financial year. In case of the tender opening date is on or before 30th September, the year ending should be of the March end of one year earlier of the previous year. e.g.:

a. Case 1: For all Bid opening dates between 1st April 2020 to 30th September 2020, the Relevant Date would be 31st March 2019. For all Bid opening dates between 1st October 2020 to 31st March 2021, the Relevant Date would be 31st March 2020.

b. Case 2: Bidders who follow calendar year as financial year: For all Bid opening dates between 1st January 2020 to 30th June 2020, the Relevant Date would be 31st December 2018. For all Bid opening dates between 1st July 2020 to 31st December 2020, the Relevant Date would be 31st December 2019.

2) In case of procurement of Goods upto the value of Rs. 4 Crores, for the items which are readily available in the market, the bidder need not be a Manufacturer. However, such Bidders are required to submit the authorization / dealership certificate etc. directly from the manufacturers for tendered items. However, bidders have to qualify the PQC criteria (except details of manufacturing). In such cases order will be placed on successful bidders.

3) Besides Clause 3 of the General Instructions to Tenderers (GIT), eligibility to participate as per Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) shall also apply to this

tender.

4) #Doctrine of Substantial Compliance#: The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the #Doctrine of Substantial Compliance# and would be final.

5) Along with all the necessary documents/ certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/ equipment, within the specified time of completion, after meeting all their current commitments.

6) Supporting documents submitted by the bidder must be certified as follows:

7) All copy of supply/ work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department; National Small Industries Corporation (NSIC); manufacturing licence, annual report, etc., in support of experience, past performance and capacity/ capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder.

8) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/ Cost Accountants in India and equivalent in relevant countries; and

9) Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.

## Section X: Tender Form

Date.....

To

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

(complete address of SPMCIL)

Ref: Your Tender document No. .... dated .....

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

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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



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

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

We also solemnly declare as under:

**1. MSMEs Status:**

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

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

**2. Make in India Status:**

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

- (a) Self-Certification for category of supplier:

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

- (b) We also declare that

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

☐ We do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under this order.

**3. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017**

Having read and understood the Order (Public Procurement No. 1) issued vide F.No.6/18/2019-PPD dated 23rd July 2020 (and its amendments if any) by Department of Expenditure, Ministry of Finance under the above provision and solemnly declare the following:

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

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

☐ Yes (with period of Ban)

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

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

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign tender for and on behalf of

.....  
.....

---

## Section XI: Price Schedule

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As per Annexure - B & Annexure - C.

**Section XI: Price Schedule****OFFER FORM for** Tender No 6000017374/SPPH/A-II/E-413/2021/4880, dated 29-03-2022

Date of opening: 17-05-2022; Time 11:00 hrs

(This proforma is to be used only for offers of indigenous goods by Indian Bidders. All prices to be in Indian Rupees)

We ..... hereby certify that we are established firm of manufacturers / authorised agents of M/s..... with factories at ..... which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of Security Printing Press, Hyderabad.

We hereby offer to supply the following items at the prices indicated below:

Schedule No	Description	Specification	Unit	Qty	Total Price per unit (In Indian Rupees) See table below for Break-up of Price	Total value of offer (in Indian Rupees)	Terms of Payments	Delivery Period	Gross weight and dimensions of package per unit
1	2	3	4	5	6	7	8	9	10
1	Supply of Fully Automated in-line Smart Card Manufacturing Machine for Contactless Cards	As per Sec-VII, Technical Specifications	No	01 No			As mentioned in Section VI - List of Requirements.	As mentioned in Section VI - List of Requirements.	
2	Installation, Testing, Commissioning and Training Charges		AU	1 AU					

**Break-up of Price in Column -6 (In Indian Rupees)**

Ex-Factory Price after considering input GST credit available to vendor	Name of Manufacturer/ OEM	Country of Origin	8 Digit HSN / 6 digit SAC Code	GST % (incl GST Cess if any) with Break-up of CGST/ STGST/ UTGST/ IGST	Per Unit GST Total	Packing & Forwarding in detail	F.O.R. Station of Despatch Price	Freight (& Insurance charges) upto Destination	FOR SPPH Price
A	B	C	D	E	F	G	H	I	J

1. **Scope of Supply:** (Cost break-up of the quoted cost, showing inter-alia costs of all the concomitant Installation/ Commissioning/ Training/ Technical Support/ incidental services/ software/ accessories, considered necessary to make the proposal self-contained and complete must be indicated here.)

---

**2. 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)

.....

3. It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in Section VII & VIII – Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of ---- days from the date of opening of tender (i.e., upto ---), We shall be bound by the communication of acceptance despatched within the prescribe time.

5. Earnests Money/Bid Guarantee for an amount equal to ..... is enclosed in form of -----  
(form and reference number, date) as per the Tender Documents.

Dated.....

Signature and seal of *Manufacturer/Bidder*

Note:

- (i) The Bidder may prepare their own offer forms as per this proforma.
- (ii) No change in the proforma is permissible.
- (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the bidder.
- (iv) Figures in Columns 5 to 7 (both inclusive) and in Break-up of price in column 6, should be in both figures and words.
- (v) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.

\*\*\*

**Section XI: Price Schedule****OFFER FORM for** Tender No 6000017374/SPPH/A-II/E-413/2021/4880, dated 29-03-2022

Date of opening: 17-05-2022; Time 11:00 hrs

(This proforma is to be used only for offers of imported goods by Foreign Bidders.)

We ..... hereby certify that we are established firm of manufacturers / authorised agents of M/s..... with factories at ..... which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of Security Printing Press, Hyderabad.

We hereby offer to supply the following items at the prices indicated below:

Item Sr.	Description	Specification	Country of Origin	Unit of Qty	Qty Offered
1	2	3	4	5	6
1	Supply Fully Automated in-line Smart Card Manufacturing Machine for Contactless Cards	As per Sec-VII, Technical Specifications			
2	Installation, Testing, Commissioning and Training Charges				

Price per unit exclusive of Agency commission (in the quoted currency / currencies) GST per unit in INR if extra on the Agency commission in India			Agency commission per unit Inclusive of agency commission in the quoted currency /currencies		Total CFR value of offer per unit	Terms of payments	Delivery Period	Gross weight and dimensions of package per unit*
6			7A	7B	8	9	10	11
Quoted currency / currencies of manufacturer's country / countries or US\$6(a)	FOB port of country of supply 6(b)	CFR Indian Port 6(c)			(6(b)+7A)			

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

1. **Scope of Supply:** (Cost break-up of the quoted cost, showing inter-alia costs of all the concomitant Installation/ Commissioning/ Training/ Technical Support/ incidental services/ software/ accessories, considered necessary to make the proposal self-contained and complete must be indicated here.)

.....

2. We are agreeable to payment of agency commission to our Agents in India in non-convertible Indian Rupees.

- a) The name and address of Agent .....
- b) Service to be rendered by the Agent .....
- c) Amount of remuneration for the Agent .....
- d) PAN Number of the Agent .....
- e) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.); GSTIN number; Registered Address in GSTIN; Place of Delivery for GST Purpose; and GST (including GST Cess) if any to be paid extra on Agent's remuneration

.....

3. It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in Section VII & VIII – Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of ---- days from the date of opening of tender (i.e., upto ---), We shall be bound by the communication of acceptance despatched within the prescribe time.

5. Earnests Money/Bid Guarantee for an amount equal to ..... is enclosed in form of -----  
(form and reference number, date) as per the Tender Documents.

Dated.....

Signature and seal of *Manufacturer/Bidder*



Note:

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

\*\*\*

## Section XII: Vendor Details

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

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

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

### 1. Vendor/ Contractor particulars:

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

### 2. Taxation Details:

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

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

.....

(Signature with date)

.....

.....

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

For and on behalf of

.....

.....

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

### Section XIII: Bank Guarantee Form for EMD

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

Ref .....

Date .....

Bank Guarantee No .....

To,

***(Insert Name & Address of the Purchaser)***

Dear Sir,

Whereas ..... (Hereinafter called the "Tenderer") has submitted its bid numbered ..... dated ..... for the supply of ..... (Hereinafter called the "tender") against ..... 's ***(insert name of Purchaser)*** (hereinafter called as the 'Purchaser') tender enquiry No. .... opened on ..... Know all persons by these presents that we ..... of ..... (hereinafter called the "Bank") having our registered office at ..... are bound unto the Purchaser, in the sum of ..... for which payment will and truly be made forthwith, on demand by the Purchaser, without demure to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of .....20...

The conditions of this obligation are —

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

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

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

Date

Place

Signature  
(*Printed Name*)  
(*Designation*)

Witnesses

(*Bank's Common Seal*)

#### Section XIV: Manufacturer's Authorization Form

To

.....  
.....

*(Name and address of SPMCIL)*

Dear Sirs,

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

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

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

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

Yours faithfully,

.....  
.....

*[Signature with date, name, and designation]*

for and on behalf of Messrs.....

*[Name & address of the manufacturers]*

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

## Section XV: Bank Guarantee Form for Performance Security

### PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

*(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)*

Ref .....

Date .....

Bank Guarantee No .....

To,

*(Insert Name & Address of the Purchaser)*

Dear Sir,

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

2. We ..... *(name of the bank)*, further agree that, the guarantee herein contained, shall remain in full force and effect, for sixty days after the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later, i.e. till

....., (hereinafter called the 'said date') and that if any claim accrues or arises against us ..... (*name of the bank*), by virtue of this guarantee before the said date, the same shall be enforceable against us ..... (*name of the bank*), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us ....., (*name of the bank*), by the Purchaser, before the said date. Payment under this bond of guarantee shall be made promptly, upon our receipt of notice to that effect, from the Purchaser.

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

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

5. We..... (*name of the bank*), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract, or to extend time of performance by the Contractor, from time to time, or to postpone for any time or form, time to time, any of the powers exercisable by the Purchaser, against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we..... (*name of the bank*), shall not be released from our liability under this guarantee, by reason of any such variation or extension being granted to the said Contractor, or for any forbearance and/or omission on the part of the Purchaser, or any indulgence by the Purchaser towards the said Contractor, or by any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.



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

Date

Place

Signature

*(Printed Name)*

*(Designation)*

Witnesses

*(Bank's Common Seal)*

## Section XVI: Contract Form

(Address of SPMCIL's office issuing the contract)

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

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

1. Name & address of the Supplier: .....

2. SPMCIL's Tender document No..... dated..... and subsequent Amendment No....., dated..... (If any), issued by SPMCIL

3. Supplier's Tender No..... dated..... and subsequent communication(s) No..... dated ..... (If any), exchanged between the supplier and SPMCIL in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) SPMCIL's Notification of Award

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

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

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

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

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

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

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

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

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

.....

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

For and on behalf of.....

Received and accepted this contract .....

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

For and on behalf of .....

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

**Section XVII: Letter of Authority for attending a  
Pre-bid Conference/ Bid Opening**  
(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

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

**Note:**

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

## Section XVIII: Proforma of Bills for Payments

(Refer Clause 22.6 of GCC)

Name and Address of the Firm.....

Bill No..... Dated.....

Purchase order.....No.....Dated.....

Name and address of the consignee.....

S.No.	Authority for purchase	Description of Stores	Number or quantity	Rate Rs. P.	Price per Rs. P.	Amount
Total						

1. GST/ CGST/ SGST/ UTGST/ IGST Amount
2. Freight (if applicable)
3. Excise Duty (if applicable)
4. Packing and Forwarding charges (if applicable)
5. Others (Please specify)
6. PVC Amount (with calculation sheet enclosed)
7. (-) deduction/Discount
8. Net amount payable (in words Rs.)

Dispatch detail RR No. other proof of despatch.....

Dated.....(enclosed)

Inspection Certificate No.....Dated.....(enclosed)

Place and Date

Received Rs.....

Rupees).....

We solemnly certify that:

- a. Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.

- b. Goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
- c. We are registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- d. This bill form / invoice is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules has been sent to the Purchaser as and when deliveries are made to the consignee.
- e. that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier

## Section XIX: NEFT Mandate

(Refer clause 22.2 of GCC)

From: M/s. ....

Date: .....

To:

(Insert Name and Address of Purchaser's Paying Authority as per NIT Clause 1)

Sub: NEFT payments

We refer to RBI's NEFT scheme. Our mandate SPMCIL for making payments to us through the above scheme to our under noted account.

### NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

1.	Name of City	
2.	Bank Code No.	
3.	Branch Code No.	
4.	Bank's Name	
5.	Branch Address	
6.	Branch Telephone / Fax No.	
7.	Supplier's Account No.	
8.	Type of Account	
9.	IFSC code for NEFT	
10.	IFSC code for RTGS	
11.	Supplier's name as per Account	
12.	MICR Code No.	

In Lieu of Bank Certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your bank passbook issued by your bank for verification of the above particulars.

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option intimation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date

Signature of the Customer

Certified that the above particulars are correct as per our record.

Stamp and  
Signature of authorized  
official of the bank



**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.
- (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.

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

Place: .....

Date: .....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**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.