

#### SECURITY PRINTING & MINTING CORPORATION OF INDIA LIMITED

(*A Mini-Ratna category-I CPSE*) 16<sup>th</sup> Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi -110 001 Ph: No-011-3701225 / 26, Fax: 011-23701223, Web: <a href="https://www.spmcil.com">www.spmcil.com</a>

F. No.: SPMCIL/Mktg/38/11 Dated: 21-07-2011

# Inviting Technical and Financial Bids (Two-bid system) for development of coffee table book with cover jacket in soft copy (Ready to print format)

#### 1. ABOUT US:

Security Printing and Minting Corporation of India Ltd. (SPMCIL), a mini Ratna category-I CPSE & wholly owned Schedule 'A' company of Government of India based at New Delhi, operates four Mints, two Currency Note Printing Presses, two Security Printing Presses and one Security Paper mill located in various parts of the country. These nine units employs approx. 13,000 employees and have recorded a combined turnover more than ₹ 3000/-(Approx.) crores for the fiscal year 2009-2010. Further details about Organization and its units is available at the website of SPMCIL at www.spmcil.com.

#### 2. BACKGROUND:

SPMCIL invites sealed offers from reputed and experienced parties / supplier of similar works hereinafter referred as "bidders "for development of coffee table book with cover jacket in softcopy (ready to print format) on turn-key basis on "Commemorative coins of Republic India". Till 2010 around 100 commemorative coins on various themes have been issued by the India Govt. Mints to mark the important events/personalities/ themes /institutions, etc as per directives of Government of India. Indicative list of the same is enclosed as **Annexure 'A'**. These commemorative coins are collectors' items and possessed by public at large with pride. SPMCIL intends to prepare coffee table book on these coins in soft copy on turn-key basis through eligible bidders, as per scope of work mentioned below:-

#### 3. SCOPE OF WORK:

The coffee table book shall comprises of about 100-120 double spread pages in bilingual format, showing copy content in English on verso page and its Hindi version on recto page with creative placement of high resolution and high quality photographs of each commemorative coins such that their obverse / reverse side at different angles, serrations etc with creative design, drawing and layout is displayed (As per concept requirement). The creative writing, concept design of each page (verso & recto) may be based on specific commemorative coin or overall theme of the coffee table book. While estimating total 100-120 double spread pages, it is considered that one double spread i.e. verso / recto side can represent one specific coin theme in coffee table book. Therefore, around 100 double spread would cover around 100 commemorative coins in Hindi and English text with pictorial / graphical impression. The number of coins released till date of development of the

Coffee Table Book would be included in the book. Remaining double spread pages may represent / display cover (Front & Back), brief introduction of SPMCIL and its units, products, the production process of these coins, etc or as per requirement of concept/theme of coffee table book.

Proposed work is to be completed in following three stages:

# 3.1 Stage 1:

- 3.1.1 Once qualified, bidder shall undertake discussion with SPMCIL for concept refinement and its subsequent finalization.
- 3.1.2 After SPMCIL approval on concept, concept specific research work on commemorative coins for content development including collection and compilation of relevant information / data from available mint records and secondary sources of books, references, gazette notification etc.
- 3.1.3 High resolution and high quality digital photography of commemorative coins, important machines/tools/ equipments of production process, mint building etc by commercial/professional photographer relevant to concept at India Government Mint at Kolkata & Mumbai. Photo shoot shall be taken as per procedure detailed at clause 8 mentioned below.
- 3.1.4 The work involves at least two short visits (4 days approx.) of photography and research team of selected bidders at IGMs of Mumbai and Kolkata based on job requirement.

### 3.2 Stage 2:

- 3.2.1 Based on research & photography work at stage-1, in the second stage designing, graphic, layout and content development of coffee table book and placement of commemorative coins' photographs with creative writing, text as per concept requirement will be done. The designing of cover pages and inner pages layout and content shall be developed out of appropriate research and relevant to concept developed.
- 3.2.2 In this stage, digitally printed design options (dummy) of coffee table book with cover jacket including placement of photographs, creative design, visuals, sketch, drawing, copy text, etc shall be submitted to SPMCIL for approval. The fact and data included in the copy text shall also be got validated by SPMCIL and the text shall be submitted with xerox of references, record, gazette notification etc to SPMCIL for approval. These dummies may be re-submitted up to three times based on requirement & approval of SPMCIL.

3.2.3 After each submission, based on discussion with SPMCIL or on its suggestion changes will be incorporated for improvement and the revised dummy shall be re-submitted for finalization and approval at SPMCIL.

# 3.3 Stage 3:

3.3.1 Submission of digitally printed approved & final dummy of coffee table book in proper binding with cover jacket along with soft copy (ready to print format in CD /DVD) with relevant fonts. Specifications of coffee table book appropriate to undertake printing, photographs, artworks, its editable copy etc shall also be submitted.

#### 4. ELIGIBILITY CRITERIA:

- 4.1 The bidder shall have minimum three year experience of Designing, Graphics, layout and content development of coffee table book or similar multi-color, multi-images, creative text based books, Magazines, product catalogue, business brochures etc.
- 4.2 The bidder shall have successfully executed at least two orders of developing and printing coffee table books for Government/Public Sector Undertakings/Public Sector Banks or autonomous government organizations in last three financial years ending 31.03.2011.
- 4.3 The bidder or its employee or professional on its panel shall have prior experience of research work or book publication or similar work on numismatic items as coins, banknotes, etc.
- 4.4 The bidder shall have on its roll or on its panel experienced writers, artists, professional photographer & creative designer/art director.
- 4.5 The bidder shall be financially sound and must have not incurred losses in last three financial years i.e. 2008-09 and 2009-10, 2010-11.
- 4.6 The net worth of the bidder should not have eroded by more than 30% in the last three years ending 31.03.2011.
- 4.7 The bidders shall have valid PAN and Service Tax Registration No.

Note:

- (a). A copy of documents viz. specimen(s) of past work, work -order, completion certificate, bio-data of professionals, profile of team ,etc in support of above criteria shall be submitted with technical bid. Non submission of supporting documents shall make technical bid incomplete and the bid may be rejected forthright.
- (b). All financial standing data should be certified by a certified accountant e.g. Chartered Accountant.

### 5. CONCEPT:

The bidder shall submit a brief concept design of proposed coffee table book containing few (10-15) double spread pages of content (text) and indicating images in layout / design for assessment of his creative capabilities. The concept design should carry the name of the bidder. The concept will be the part of the technical bid and its absence shall render offer incomplete.

# **6. SELECTION PROCESS:**

On due date; only the technical bid shall be opened .Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format annexed as Annexure G from the corresponding tenderers. These technical bids shall be evaluated by a committee of SPMCIL. Based on the evaluation of technical bids, qualified bidders shall be short-listed. The technically qualified bidders shall be required to make presentation before SPMCIL's nominated committee and financial bids of only those technically qualified bidders whose presentation on concept are found satisfactory shall be opened. These presentations will be considered as technical part of the bidding process.

# 7. CONFIDENTIALITY:

All data collected, records inspected, process/facilities seen, photo taken during the course of assignment shall be kept confidential and shall be the property of SPMCIL. Any information came to the knowledge of the bidder during the course of assignment shall strictly be used for the present assignment only. The bidder shall take every care, to see that the work or any portion thereof does not fall into unauthorized hands; Care shall be taken to execute the work under security conditions. Successful bidder has to submit a non disclosure undertaking to SPMCIL to this effect.

#### 8. PHOTO-SHOOT:

SPMCIL is a security organization and its units are declared as a prohibited area under appropriate act of government of India. Proposed work requires digital photography of the coins, manufacturing facilities etc. of Mints at Mumbai and Kolkata. The photographer of the selected bidder while shooting shall be accompanied by the Mint official and all photo shoots taken shall be saved in the memory card which has to be kept in the custody of Mint at the close of work-hours or till the photography is completed, whichever is earlier. All photo shots taken during the assignment shall be first opened at computer system of the mint & any objectionable photo may be deleted on site only under presence of mint official. At each start and end of the shoot the inbuilt memory of the digital camera (if any) shall be got inspected by the bidder from mint official.

# 9. TIME OF DELIVERY:

Delivery shall be as per clause 10 of tender document within 75 days from the date of issue of work order.

#### 10. DELIVERABLES:

Time Frame	Deliverables	
15 days	Digital Printout of Approved Concept	
45 days 55 days	<ul> <li>First Dummy</li> <li>Subsequent revised dummy(ies) (up to 03 times) if required</li> </ul>	
75 days	<ul> <li>Digitally Printed coffee table book with cover jacket and its specifications</li> <li>Softcopy of coffee table book ( High Resolution , Ready to print format in CD / DVD) with fonts</li> <li>High Resolution Photographs , artwork, editable copy in CD/DVD</li> </ul>	

#### 11. EMD:-

Bidders will have to attach a Demand Draft/Pay Order of Rs 20,000/- issued in favour of Security Printing and Minting Corporation of India Limited payable at New Delhi as Earnest money along with the Technical bid. The EMD shall remain valid for a period of 45 days beyond the final tender validity period. EMD of the unqualified bidders will be returned. EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited. EMD of the successful bidder would be returned after receipt of the performance security.

#### 12. SECURITY DEPOSIT:

Successful bidder shall have to deposit 10% of the bidding amount as a performance security with SPMCIL. Performance Security shall be furnished in the form of an Account payee Demand Draft from a Commercial bank in favour SPMCIL or Bank Guarantee from a Commercial bank in form prescribed by SPMCIL (Annexure E). Security is to be furnished within 21 days after notification of the work order.

The Performance security should remain valid for a period of 60 days beyond the date of completion of work. Performance security would be forfeited and credited to SPMCIL's Account in the event of a breach of terms and conditions of the work -order or delay in completion of the work at sole discretion of SPMCIL.

### 13. PAYMENT TERMS:

No advance will be given by SPMCIL. Payment shall be made on completion of milestones as following:

S.N.	Time Frame	Milestones	Payment ( % of total bidding amount )
1.	15 days	Approval of Concept by SPMCIL	10%
2.	45 days	Submission of first Dummy	25%
3.	75 days	Submission of final & approved Digitally Printed coffee table book with cover jacket and its specifications with Softcopy (High Resolution, Ready to print format in CD / DVD) with fonts. High Resolution Photographs, artwork, editable copy in CD/DVD shall also be submitted	55%
4	120 days	-	10%

Bidder shall raise the invoice on SPMCIL for payment of each completed milestone and SPMCIL shall release the payment within 15 days of raising the invoice by successful bidder. SPMCIL reserves the right to withhold payment of the entire bill for the services to be rendered in case the schedule of job is not maintained. However, SPMCIL may, at its discretion, decide further course of action

#### 14. NON CONDITIONAL OFFER:

It is essential for the bidders to quote the lowest price at the time of making the offer in their own interest. SPMCIL will entertain the lowest quoting bidder, provided the offer is found to be technically compliant and responsive. Any conditional offer shall be rejected forthright by SPMCIL without having any liability or obligation to assign any reasons thereof.

#### 15. COPYRIGHT:

All Photographs taken, data collected, samples submitted, coffee table book with cover jacket developed etc. shall be the property of the SPMCIL. Selected bidders shall also submit high resolution photographs in soft format to SPMCIL for their future use on requirement.

#### 16. OTHER TERMS AND CONDITIONS:

16.1 The period of validity of the tender should be 120 days from the closing date of the tender. SPMCIL reserves the right to summarily reject any offer received from any agency on any considerations without any intimation to the bidder

- 16.2 SPMCIL reserves the right to reject any or all proposals without assigning any reason what-so-ever.
- 16.3 SPMCIL reserve the right to hold or withdraw the process to modify the terms under intimation to applicants who bid for the contract.
- 16.4 Editing and proof reading of creative (text & images) will be the sole responsibility of the selected bidder.
- 16.5 Selected bidder will submit a written undertaking that used text, artwork, photographs do not violate any provisions of the Copyright Act(s)
- 16.6 Selected bidder shall be solely responsible for planning and executing the assignment in such a way that the work is executed within the time frame mentioned in the tender document.
- 16.7 Boarding, lodging & transportation, safety and security of the research team, photographers, writers engaged by the bidder will be the responsibility of the bidder for which no extra payment will be made by SPMCIL
- 16.8 Unless otherwise specified, this tender document is governed by the Terms and Conditions mentioned at General Condition of Contract Appended as **Annexure D**.

#### 17. PRE-BID CONFERENCE:

For clarification / removal of doubts (if any) on the technical specifications and other terms and conditions of tender, **The Pre-bid conference shall be held on 05 August, 2011** (**Friday**) at 1500 Hrs at Corporate Office, New Delhi. Any modification / amendment in terms & conditions of the tender shall be uploaded on the SPMCIL website for wider publicity.

#### 18. HOW TO APPLY:

Interested bidders may submit required documents as detailed below: The bid should contain the following document in two packets:-

# 18.1 Packet-I (Technical Bid)

- 18.1.1 Design Concept.
- 18.1.2 Details with supporting proof in regard to the eligibility criteria mentioned at clause.
- 18.1.3 Profile of the bidders.
- 18.1.4 Details of manpower, printing/publishing facilities available with bidder.
- 18.1.5 Audited financial statements for last three years.
- 18.1.6 Certified copy of PAN card issued by the income tax dept.
- 18.1.7 Certified copy of the service tax registration no.
- 18.1.8 EMD
- 18.1.9 Technical Bid check list format (**As per annexure 'B'**) duly signed and sealed.

### **18.2** Packet-II (Financial Bid)

18.2.1 Packet II should contain details of financial quote of the bidder. The bidders are required to provide a lump-sum quote for providing the above referred service as per the format annexed as **Annexure 'C'**.

# 18.3 Both Packet I &II containing the required documents should be sealed.

- 18.3.1 Packet-I should be superscribed as "Packet-I Technical Bid for development of coffee table book with cover jacket in soft copy (Ready to print format)" and the packet should carry the due date for submission alongwith the name, address, telephone no., email address of the agency.
- 18.3.2 Packet-II should be superscribed as "Packet-II Financial Bid for development of coffee table book with cover jacket in soft copy (Ready to print format)" and the packet should carry the due date for submission along with the name, address, telephone no., email address of the agency.

Both the sealed Packets (I& II) should be put in a big cover (Outer Cover) sealed and superscribed as "Technical and Financial Bids (Two-bid system) for development of coffee table book with cover jacket in soft copy (Ready to print format)" and the outer cover should carry the due date for submission along with the name, address, telephone no., email address of the agency.

The outer cover containing the bids should be addressed to the Dy. Manager (Marketing), Security Printing and Minting Corporation of India Limited, 16th floor, Jawahar Vyapar Bhawan, Janpath, New Delhi -110 001, Ph: 011-23701225 / 26, Fax: 011-23701223, and should be submitted on or before 15-Sept-2011 (Thursday) at 1500 hrs. On due date at 1530 Hrs technical bid shall only be opened. The date and time of opening the financial bid shall be intimated to those who will qualify the technical part of bidding process after concept presentation.

Dy. Manager (Marketing)

# **ANNEXURE-A**

**List of Commemorative Coins (Indicative Only)** 

SI. No	Year	Description Description	Denom.	
1	1964	1964 Jawaharlal Nehru	1 Rupee	
ı	1304	Jawanana Nemu	50 Paise	
			10 Rupees	
2	1969	Mahatma Gandhi	1 Rupee	
2	1909	1869-1948	50 Paise	
			20 Paise	
3	1970	Food For All	10 Rupees	
5	1970	1 ood 1 of All	20 Paise	
4	1971	Food For All	10 Rupees	
4	1971	FOOD FOI All	20 Paise	
E	1972	25th Anniversary of Indials Independence	10 Rupees	
5	1972	25th Anniversary of India's Independence	50 Paise	
			20 Rupees	
6	1973	Grow More Food	10 Rupees	
			50 Paise	
			50 Rupees	
7	1974	Planned Families Food for All	10 Rupees	
			10 Paise	
			50 Rupees	
8	1975	Equality, Development, Peace	10 Rupees	
			10 Paise	
			50 Rupees	
0	4070	Food 9 Made For All	10 Rupees	
9	1976	Food & Work For All	10 Paise	
			5 Paise	
			50 Rupees	
40	4077	Cours For Douglas mont	10 Rupees	
10	1977	Save For Development	10 Paise	
			5 Paise	
			50 Rupees	
44	4070	Food And Chalten For All	10 Rupees	
11	1978	Food And Shelter For All	10 Paise	
			5 Paise	
			50 Rupees	
12	1979	Happy Child- Nation's Pride	10 Rupees	
				10 Paise

# Note:

The above list is for the purpose of illustration only for the subjected tender and is not to be taken as the representative list of commemorative coins minted by India Government Mint

SI. No	Year	Description	Denom.
			5 Paise
			100 Rupees
40	40 4000	Dural Mamania Advancement	10 Rupees
13	1980	Rural Women's Advancement	25 Paise
			10 Paise
			100 Rupees
4.4	4004	World Food Dov	10 Rupees
14	1981	World Food Day	25 Paise
			10 Paise
			100 Rupees
15	1981	International Year of the Child	100 Rupees
			100 Rupees
4.0	4000		10 Rupees
16	1982	IX Asian Games Delhi	25 Paise
			10 Paise
			100 Rupees
			10 Rupees
17	1982	National Integration	2 Rupees
			50 Paise
			100 Rupees
			20 Rupees
18	1985	Indira Gandhi 1917-1984	5 Rupees
			50 Paise
			100 Rupees
19	1985	International Youth Year	10 Rupees
			1 Rupee
			100 Rupees
20	4005	December Deads Of India October 1889	10 Rupees
20	1985	Reserve Bank Of India Golden Jubilee	2 Rupees
			50 Paise
			100 Rupees
21	1986	FISHERIES	20 Rupees
			50 Paise
			100 Rupees
			20 Rupees
22	1987	Small Farmers	1 Rupee
23	1989	Jawaharlal Nehru Centenary	100 Rupees
<u> </u>	I	·	'

SI. No	Year	Description	Denom.
			20 Rupees
			5 Rupees
			1 Rupee
24	1990	Dr. Ambedkar	1 Rupee
			10 Rupees
25	1991	37th Commonwealth Parliamentary Conference	5 Rupees
			1 Rupee
			5 Rupees
26	1991	India Tourism Year	2 Rupees
			1 Rupee
27	1992	Rajiv Gandhi	1 Rupee
			100 Rupees
00	4000	Ouit la die Meuropoent Colden Julièle e	50 Rupees
28	1992	Quit India Movement Golden Jubilee	10 Rupees
			1 Rupee
			10 Rupees
29	1993	89th Inter Parliamentary Union Conference	5 Rupees
			1 Rupee
			100 Rupees
30	1994	75th Anniversary of International Labour Organization	50 Rupees
			5 Rupees
			100 Rupees
31	1996	Sardar Vallabh Bhai Patel	50 Rupees
01	1000	Saradi Vallasti Briai i atci	10 Rupees
			2 Rupees
			50 Rupees
32	1997	50th Anniversary of India's Independence	50 Paise
			2 Rupees
			100 Rupees
33	1997	Netaji Subhash Chandra Bose	50 Rupees
	1007	Trough Gustiash Ghariara 2000	10 Rupees
			2 Rupees
			100 Rupees
34	1998	Deshbandhu Chittaranjan Das	50 Rupees
			10 Rupees
			2 Rupees
35	1998	Sri Aurobindo	100 Rupees
			50 Rupees

SI. No	Year	Description	Denom.
			10 Rupees
			2 Rupees
			100 Rupees
36	1999	Chhatrapati Shivaji	50 Rupees
			2 Rupees
0.7	4000	Cont Daving and Liver	100 Rupees
37	1999	Sant Dnyaneshwar	1 Rupee
38	2000	Coldon Jubilea Colobration of Suprema Court	50 Rupees
30	2000	Golden Jubilee Celebration of Supreme Court	2 Rupees
			100 Rupees
20	2004	Dr. Chuana Draad Maakhariaa	50 Rupees
39	2001	Dr. Shyama Prsad Mookherjee	10 Rupees
			2 Rupees
40	0004	Dhamaa Makasia	100 Rupees
40	2001	Bhagwan Mahavir	5 Rupees
			100 Rupees
4.4	0000	Ocat T. Lavara	50 Rupees
41	2002	Sant Tukaram	10 Rupees
			2 Rupees
42	2002	Jay Prakash Narayan	100 Rupees
42	2002	Jay Flanasii Nalayaii	10 Rupees
			1 Rupees
43	2003	Dada Bhai Nauroji	5 Rupees
			100 Rupees
44	2003	Maharana Pratap	10 Rupees
			1 Rupees
45	2002	Deilwaya 150 Clariaya Vaara	100 Rupees
45	2003	Railways 150 Glorious Years	2 Rupees
			100 Rupees
46	2003	Veer Durgadas	10 Rupees
			1 Rupee
47	2004	150 Veers of Indian Post	100 Rupees
4/	∠004	150 Years of Indian Post	1 Rupee
40	2004	150 Years of Telecom	100 Rupees
48	2004	150 reals of relecon	2 Rupees
40	2004	K Kamrai	100 Rupees
49	2004	K.Kamraj	5 Rupees
50	2005	75th Years of Dandi March	100 Rupees

SI. No	Year	Description	Denom.
			5 Rupees (2007)
			5 Rupees (2007)
			100 Rupees
51	2005	Lal Bahadur Shashtri Birth Centenary	5 Rupees
			5 Rupees (2008)
			100 Rupees
52	2006	Mahatma Basaveshwara	5 Rupees
			5 Rupees ( 2007)
			100 Rupees
53	2006	S.B.I. Bi-Centennial Year	5 Rupees
			5 Rupees (2008)
			100 Rupees
54	2006	Golden Jubilee Celebration of ONGC (1956-2006)	5 Rupees
			5 Rupees (2008)
			100 Rupees
55	2006	Jagat Guru Sree Narayana Gurudev	5 Rupees (2007)
			5 Rupees (2007)
			100 Rupees
56	2007	150th Birth Anniversary of Lokmanya Bal Gangadhar Tilak	5 Rupees
			5 Rupees
		Colden Jubiles Colebration of Modi 9 Village Industries	100 Rupees
57	2007	Golden Jubilee Celebration of Khadi & Village Industries Commission, 50 Years	5 Rupees
			5 Rupees
58	2007	150 Years of First War of Independence	100 Rupees
	2001	100 Tours of First War of Independence	5 Rupees
59	2007	Indian Air Force Platinum Jubilee Celebration (1932-2006)	100 Rupees
	2007	indian Air Force Flatinani Subject Ociebration (1992-2000)	2 Rupees
60	2008	Ter Centenary of Gur-ta-Gaddi of Shri Guru Granth Sahibji	100 Rupees
	2000	To contend y or our to code or only cord crantin carrisp	10 Rupees
61	2008	Shahid Bhagat Singh Birth Centenary	100 Rupees
<u> </u>	2000	Griding Bridget Gright Britin Goritonary	5 Rupees
62	2009	200th Birth Anniversary of Louis Braille	100 Rupees
			2 Rupees
63	2009	Birth Centenary of Saint Alphonsa	100 Rupees
		, , , , , , , , , , , , , , , , , , ,	5 Rupees
64	2009	Dr. Homi Bhabha Birth Centenary	100 Rupees
			5 Rupees
65	2009 60th Anniversary of Commonwealth Day	60th Anniversary of Commonwealth Day	100 Rupees
	<u> </u>		5 Rupees
66	2009	100th Birth Anniversary of Perarignar Anna	100 Rupees

SI. No	Year	Description	Denom.
			5 Rupees
67	2009	125th Birth Anniversary of Dr. Rajendra Prasad	100 Rupees
07	2009	125th Bilth Anniversaly of Dr. Najeridia Frasad	5 Rupees
			75Rupees
			10Rupees
68	2009	Platinum Jubilee of Reserve Bank of India	5 Rupees
			2 Rupees
			1Rupee
69	2010	150th Birth Anniversary of Shri Rabindranath Tagore	150 Rupees
09	2010	130th Bitti Anniversary of Shiri Rabindranath Tagore	5 Rupees
70	2010	C. Subramaniam Birth Centenary	100 Rupees
70	2010	C. Subramaniani Birtii Centeriary	5 Rupees
71	2010	Mother Teressa Birth Centenary	100 Rupees
7 1	2010	Mother Telessa Birtil Centeriary	5 Rupees
			100 Rupees
72	2010	Commonwealth Games	5 Rupees
			2 Rupees
73	2010	1000 Years of Brahadeshawarar Temple	1000 Rupees
13	2010	1000 Teals of Branaueshawarar Temple	5 Rupees
74	2011	150 years of Income tax in India	150 Rupees
74	2011	130 years of income tax in india	5 Rupees

# Note:

The above list is for the purpose of illustration only for the subjected tender and is not to be taken as the representative list of commemorative coins minted by India Government Mint

# SPECIFICATION CHECK LIST TO BE SUBMITTED ALONGWITH TECHNICAL BID

# **Bidder's acceptance to SPMCIL's Terms & Conditions**

(To be submitted along with the offer- please do not change the format)

Tender Enquiry No.: SPMCIL/Mktg/38/11 Date 21.07.2011 due on 15.09.2011	Bidder's Confirmation / response	Details of supporting/ proof submitted
A. Eligibility Criteria	Fulfilled	
1. The bidder shall have minimum three year experience of Designing, Graphics, layout and content development of coffee table book or similar multi-color, multi-images, creative text based books, Magazines, etc.	□ Yes □ No	
2. The bidder shall have successfully executed at least two orders of developing and printing coffee table books for Govt./Public Sector Undertakings/Public Sector Banks or autonomous government organisation in last three financial years ending 31.03.2011	□ Yes □ No	
3. The bidder or its employee or professional on its panel shall have prior experience of research work or book publication or similar work on numismatic items as coins, banknotes, etc.	□ Yes □ No	
4. The bidder shall have on its roll or on its panel experienced writers, artists, professional photographer & creative designer/art director.	□ Yes □ No	
5. The bidder shall be financially sound and must not have incurred losses in last three financial years ie. 2008-09, 2009-10. 2010-11.	□ Yes □ No	
6. The net worth of the bidder should not have eroded by more than 30% in the last three years ending 31.03.2011.	Yes No	
7. The bidders shall have valid PAN and Service Tax Registration No.	□ Yes □ No	
B. Concept Design Submitted	□ Yes □ No	N.A.
	☐ Yes ☐ No	

C. EMD (in requisite mode) Submitted		
D. Profile Submitted	☐ Yes ☐ No	
E. Payment Terms Accepted	□ Yes □ No	N.A.
F. Delivery Schedule Accepted	☐ Yes ☐ No	N.A.
G. Validity of offer Accepted	☐ Yes ☐ No	N.A.
H. Methodology of Photo-Shoot Accepted	☐ Yes ☐ No	N.A.
I. Terms and Conditions of Tender document Accepted	☐ Yes ☐ No	

Signature of the Authorised Signatory of the bidder & Office Seal of the bidder

#### FORMAT OF FINANCIAL BID

Tender Enquiry No.: SPMCIL/Mktg/38/11/ Date 21.07.2011 due on 15.09.2011

	Date 21.07.2011 due (	M 15.07.2011		
S.N.	Description	Basic Rate (In Rs.)	Service Tax @ % (In Rs.)	Total (In Rs.)
(A)	(B)	(C)	( <b>D</b> )	$(\mathbf{E} = \mathbf{C} + \mathbf{D})$
1.	a) Lump sum rates to be charged for completion of work as per scope of work & other conditions of Tender document.			
	Note:			
	The lump sum rates should budget in travel costs (including boarding, lodging, local traveling and all incidental expenses) covering at least two short visit (4 days approx) to IGMs at Kolkata & Mumbai,			
	These rates must include all expenses in accordance with the terms & conditions of the tender document and delivery at SPMCIL corporate office at New Delhi			

(Note: The tenderers should fill up the rates in this format & submit their offer duly signed & stamped in separate envelope super scribed as the "Packet-II - Financial Bid for development of coffee table book with cover jacket in soft copy (Ready to print format)".

Any conditional offer shall be rejected summarily without assigning any reason thereof. The format shall not be changed under any circumstances.

Signature of the Authorised Signatory of the bidder & Office Seal of the bidder

# **General Conditions of Contract (GCC)**

### Part I: General Conditions of Contract applicable to all types of Tenders

1. **Definitions; Interpretation and Abbreviations:** In the contract, unless the context otherwise requires:

#### 1.1 Definitions and Interpretation:

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means SPMCIL the organization purchasing goods and services as incorporated in the documents;
- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract
  - a. The consignee at his premises; or
  - b. Where so provided, the interim consignee at his premises; or
  - c. A carrier or other person named in the contract for the purpose of transmission to the consignee: or

- d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.
- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiv) 'The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (XVI) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.
- (xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to SPMCIL under the contract. Other homologous terms are: Stores, Materials etc.
- (xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xxiii) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.
- (xxiv) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxv) "Day" means calendar day.

# 2. Application

2.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Terms and conditions mentioned at clause 1 to 18 mentioned at page 1 to 8 of the main tender document.

#### 2.2. Other Laws and Conditions That will Govern the Contract:

Besides the terms mentioned at clause 1 to 18 and GCC, following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents
- vii. Correspondence including counter-offers if any; between the Contactor and SPMCIL during the Tender Finalization
- viii. Notification of award and Contract Documents
- ix. Subsequent Amendments to the Contract

#### 3. Use of contract documents and information

- 3.1. The supplier shall not, without SPMCIL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of SPMCIL in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- **3.2.** Further, the supplier shall not, without SPMCIL's prior written consent, make use of any document or information mentioned in GCC sub-clause 3.1 above except for the sole purpose of performing this contract.
- 3.3. Except the contract issued to the supplier, each and every other document mentioned in GCC subclause 3.1 above shall remain the property of SPMCIL and, if advised by SPMCIL, all copies of all such documents shall be returned to SPMCIL on completion of the supplier's performance and obligations under this contract.

#### 4. Patent Rights

4.1. The supplier shall, at all times, indemnify SPMCIL, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against SPMCIL, SPMCIL shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to SPMCIL.

# 5. Country of Origin

- **5.1.** All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- **5.2.** The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

#### 6. Performance Bond/ Security

- **6.1.** Within twenty-one days after the issue of notification of award by SPMCIL, the supplier shall furnish performance security to SPMCIL for an amount equal to ten per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- **6.2.** The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
  - a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of SPMCIL.
  - b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in Annexure E of this document.
- 6.3. In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to SPMCIL to compensate SPMCIL for the same.
- 6.4. In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 6.5. Subject to GCC sub-clause 6.3 above, SPMCIL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

#### 7. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the Scope work mentioned at clause no. 3 and deliverables at clause no. 10 of the main tender document.

#### 8. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

## 9. Assignment

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with SPMCIL's prior written permission.

#### 10. Sub Contracts

- **10.1.** The Supplier shall notify SPMCIL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- **10.2.** Sub contract shall be only for bought out items and sub-assemblies.
- 10.3. Sub contracts shall also comply with the provisions of GCC Clause 5 ("Country of Origin").

#### 11. Modification of contract

- 11.1. Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, SPMCIL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
  - (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for SPMCIL,
  - (b) mode of packing,
  - (c) incidental services to be provided by the supplier
  - (d) mode of despatch,
  - (e) place of delivery, and
  - (f) any other area(s) of the contract, as felt necessary by SPMCIL depending on the merits of the case.
- 11.2. In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by SPMCIL, the supplier shall convey its views to SPMCIL

within twenty one days from the date of the supplier's receipt of SPMCIL's amendment / modification of the contract.

#### 12. Prices

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract.

#### 13. Taxes and Duties

**13.1.** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to SPMCIL.

#### 14. Delay in the supplier's performance

- 14.1. The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by SPMCIL in clause 9 & 10 of the tender document.
- **14.2.** Subject to the provision under GCC clause 18, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:
  - a) imposition of liquidated damages,
  - b) forfeiture of its performance security and
  - c) termination of the contract for default.
- 14.3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform SPMCIL in writing about the same and its likely duration and make a request to SPMCIL for extension of the delivery schedule accordingly. On receiving the supplier's communication, SPMCIL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

# 15. Custody and Return of SPMCIL Materials/ Equipment/ Documents loaned to Contractor

**15.1.** All drawings, samples, photographs, notifications, records, relevant documents issued to the contractor in connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by SPMCIL.

#### 16. Termination for default

- **16.1.** SPMCIL, without prejudice to any other contractual rights and remedies available to it (SPMCIL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SPMCIL pursuant to GCC sub-clauses 14.3.
- 16.2. In the event of SPMCIL terminates the contract in whole or in part, pursuant to GCC sub-clause 16.1 above, SPMCIL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to SPMCIL for the extra expenditure, if any, incurred by SPMCIL for arranging such procurement.
- **16.3.** Unless otherwise instructed by SPMCIL, the supplier shall continue to perform the contract to the extent not terminated.

#### 17. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, SPMCIL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to SPMCIL.

#### 18. Force Majeure

18.1. In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by SPMCIL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case

- of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
- **18.2.** Notwithstanding the provisions contained in GCC clauses 14 & 16, 14the supplier shall not be liable for imposition of any such sanction so long the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- **18.3.** In case due to a Force Majeure event SPMCIL is unable to fulfill its contractual commitment and responsibility, SPMCIL will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### 19. Termination for convenience

- 19.1. SPMCIL reserves the right to terminate the contract, in whole or in part for its (SPMCIL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of SPMCIL. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- **19.2.** The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by SPMCIL following the contract terms, conditions and prices. For the remaining goods and services, SPMCIL may decide:
  - a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

# 20. Governing language

The contract shall be written in Hindi or English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

#### 21. Notices

**21.1.** Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the

notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

**21.2.** The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

#### 22. Code of Ethics

SPMCIL as well as Bidders, Suppliers, Contractors, and Consultants under SPMCIL contracts shall observe the highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy, for the purposes of this provision, the terms set forth below are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels; and
- (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (e) A particular violation of ethics may span more than one of above mentioned unethical practices.
- **22.1.** The following policies will be adopted in order to maintain the standards of ethics during procurement:
  - (a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
  - (b) A contract will be cancelled if it is determined at any time that SPMCIL representatives/ officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.
  - (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.

(d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a SPMCIL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SPMCIL contract.

#### 23. Resolution of disputes

- 23.1. If dispute or difference of any kind shall arise between SPMCIL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then either SPMCIL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.
- 23.2. Arbitration Clause:- If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC) / United National Commission on International Trade Law (UNCITRL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in New Delhi and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/ or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration, the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

# 24. Applicable Law

- **24.1.** The contract shall be interpreted in accordance with the laws of India.
- **24.2.** Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- **24.3.** The courts of the place from where the notification of acceptance has been issued shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

#### 25. Secrecy

- **25.1.** The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.
- **25.2.** Any information obtained in the course of the execution of the contract by the Contractor,; his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- **25.3.** Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor, In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

# **Annexure - E**

# **Bank Guarantee Form for Performance Security**

	[insert: Bank's Name,	and Address of Iss	uing Branch or Office]	
Beneficiary:	[insert: Name and Address of SPMCIL]			
Date:				
PERFORMANCE GUARANTEE No.:				
WHEREAS			(name and address	of the
supplier) (hereinafter called "the	supplier") has	undertaken, in	pursuance of co	ontract
no dated	to supply (descrip	otion of goods and	services) (herein after	called
"the contract").				
AND WHEREAS it has been stipulated	by you in the said cor	ntract that the supp	olier shall furnish you	with a
bank guarantee by a scheduled commer	rcial bank recognized t	by you for the sum	specified therein as se	ecurity
for compliance with its obligations in acc	ordance with the contr	act;	•	•
AND WHEREAS we have agreed to give	the supplier such a ba	ank guarantee;		
NOW THEREFORE we hereby affirm	that we are guaranto	ors and responsibl	e to you, on behalf	of the
supplier, up to a total of		(amour	nt of the guarantee in	words
and figures), and we undertake to pay		•	•	
default under the contract and without				
guarantee) as aforesaid, without your ne	eding to prove or to sh	now grounds or rea	sons for your demand	or the
sum specified therein.	-	·	- -	

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay SPMCIL up to the above amount upon receipt of its first written demand, without SPMCIL having to substantiate its demand.

This guarantee will remain in force for a period of forty five days after the currency of this contract and any
demand in respect thereof should reach the Bank not later than the above date.
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

# **Contract Form**

(Address of SPMCIL's office issuing the contract)

Contract No dated
This is in continuation to this office' Notification of Award No
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 (I 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 par 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:

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

Any other additional services (if applicable) and cost thereof:
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:

# **Annexure - G**

# Letter of Authority for attending a Bid Opening

(Refer to clause 6 of Tender)

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
		Oigilatal 00
l.		
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 bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.