

- f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

14.2. Prices to be paid to the supplier by SPMCIL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by SPMCIL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

15. Distribution of Despatch Documents for Clearance/ Receipt of Goods

15.1. The supplier shall send all the relevant despatch documents well in time to SPMCIL to enable SPMCIL to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

15.2. For Domestic Goods, including goods already imported by the supplier under its own arrangement Within 24 hours of despatch, the supplier shall notify SPMCIL, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- (a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- (b) Packing list;
- (c) Insurance certificate;
- (d) Railway receipt/ Consignment note;
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by SPMCIL's inspector
- (g) Expected date of arrival of goods at destination and
- (h) Any other document(s), as and if specifically mentioned in the contract.

15.3. For Imported Goods, within 3 days of despatch, the supplier will Notify SPMCIL, consignee and other concerned if mentioned in the contract, the complete details of despatch

and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/ email:

- (a) Clean on Board Airway Bill/Bill of Lading (B/L)
- (b) Original Invoice
- (c) Packing List
- (d) Certificate of Origin from Seller's Chamber of Commerce
- (e) Certificate of Quality and current manufacture from OEM
- (f) Dangerous Cargo Certificate, if any.
- (g) Insurance Policy of 110% if CIF/CIF contract.
- (h) Performance Bond/Warranty Certificate

16. Warranty

- 16.1.** The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by SPMCIL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per SPMCIL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2.** This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by SPMCIL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 16.3.** In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.
- 16.4.** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take



over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPMCIL for such replaced parts/ goods thereafter.

16.5. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of SPMCIL.

16.6. If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), SPMCIL may proceed to take such remedial action(s) as deemed fit by SPMCIL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which SPMCIL may have against the supplier.

17. Assignment

17.1. 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.

18. Sub Contracts

18.1. 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.

18.2. Sub contract shall be only for bought out items and sub-assemblies.

18.3. Sub contracts shall also comply with the provisions of GCC Clause 5 ("Country of Origin").

19. Modification of contract

19.1. 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.

19.2. 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.

19.3. Option Clause: By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

20. Prices

20.1. 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 except for any price adjustment authorized in the SCC.

21. Taxes and Duties

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

21.2. Further instruction, if any, shall be as provided in the SCC.

22. Terms and Mode of Payment: Unless specified otherwise in SCC, the terms of payments would be as follows:

22.1. Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.



22.2. For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.

22.2.1. Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe – 60% to 90% (as specified in SIT) on proof of despatch and other related documents and balance on receipt at site and acceptance by the consignee.

22.2.2. Where the terms of delivery is CIF destination/ delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier.

22.2.3. Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:

(a) For a contract with terms of delivery as FOR dispatching station

- i. 60% on proof of despatch along with other specified documents
- ii. 30% on receipt of the goods at site by the consignee and balance
- iii. 10% on successful installation and commissioning and acceptance by the user department.

(b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination

- i. 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
- ii. 10% on successful installation and commissioning and acceptance by the consignee.

22.3. For Imported Goods: Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit (LC).

- (a) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier – 100 % net FOB/FAS price is to be paid against invoice, shipping

documents, inspection certificate (where applicable), manufacturer's test certificate, etc.

- (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier – 80% - 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21 - 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.
- (c) Payment of Agency Commission against FOB/FAS Contract – Entire 100% agency commission is generally paid in Indian Rupees; after all other payments have been made to the supplier in terms of the contract.

22.4. Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.

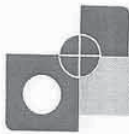
22.5. The payment shall be made in the currency / currencies authorized in the contract.

22.6. The supplier shall send its claim for payment in writing as per Section XIX – “ Proforma for Bill for Payment”, when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.

22.7. While claiming payment, the supplier is also to certify in the bill 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.

22.8. The important documents which the supplier is to furnish while claiming payment are:

- a) Original Invoice
- b) Packing List
- c) Certificate of country of origin of the goods from seller's Chamber of Commerce.
- d) Certificate of pre-despatch inspection by SPMCIL's representative/nominee
- e) Manufacturer's test certificate
- f) Performance/ Warrantee Bond
- g) Certificate of Insurance
- h) Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department



- i) Consignee's Certificate confirming receipt and acceptance of goods
- j) Dangerous Cargo Certificate, if any, in case of Imported Goods.
- k) Any other document specified.

22.9. While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from SPMCIL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to SPMCIL, SPMCIL's share out of such refund received by the supplier. The supplier shall also refund the applicable amount to SPMCIL immediately on receiving the same from the concerned authorities.

22.10. In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

- a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- b) Delay in supplies, if any, has been regularized.
- c) The contract price where it is subject to variation has been finalized.
- d) The supplier furnishes the following undertakings:

"I/ We, _____ certify that I/ We have not received back the Inspection Note duly receipted by the consignee or any communication from SPMCIL or the consignee about non-receipt, shortage or defects in the goods supplied. I/ We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of despatch whichever is later.

23. Delay in the supplier's performance

23.1. 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 the List of Requirements and as incorporated in the contract.

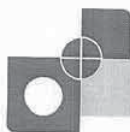
23.2. Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:

- a) imposition of liquidated damages,
- b) forfeiture of its performance security and
- c) termination of the contract for default.

23.3. 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.

23.4. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- a) SPMCIL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.



- c) But nevertheless, SPMCIL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

23.5. The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to SPMCIL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against SPMCIL.

24. Liquidated damages

24.1. Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and /or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply.

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

25.1. Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.

25.2. All drawings and samples 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.

26. Termination for default

- 26.1.** 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 23.3 and 23.4.
- 26.2.** In the event of SPMCIL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 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.
- 26.3.** Unless otherwise instructed by SPMCIL, the supplier shall continue to perform the contract to the extent not terminated.

27. Termination for insolvency

- 27.1.** 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.

28. Force Majeure

- 28.1.** 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.

28.2. Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the 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.

28.3. 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.

29. Termination for convenience

29.1. 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.

29.2. 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.

30. Governing language

30.1. The contract shall be written either in Hindi or English language following the provision as contained in GIT clause 22. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

31. Notices

31.1. 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.

31.2. 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.

32. 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.

32.1. 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.

33. Resolution of disputes

33.1. 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, unless otherwise provided in the SCC, 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.

33.2. 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.

34. Applicable Law

34.1. The contract shall be interpreted in accordance with the laws of India.

34.2. 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.

34.3. 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.

35. Secrecy

35.1. 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.

35.2. 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.

35.3. 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.



SPMCIL

Additional General Conditions of Contract for specific
Types of Tenders in addition/ modification to clauses mentioned above:

PART-II is not applicable for this Tender

**Part II: Additional General Conditions of Contract for specific
Types of Tenders in addition/ modification to clauses mentioned above:**

36. Disposal/ Sale of Scrap by Tender

36.1 During the currency of contract, no variation in price or rate shall be admissible.

36.2 Payment and Default

36.2.1 Payment may be made in the form of cash or Demand Draft /Pay order issued by any scheduled commercial bank and drawn in favor of the Account mentioned in the NIT.

36.2.2 No interest will be paid to the purchaser for the amounts paid or deposited with the SPMCIL and subsequently found refundable to the purchaser under any of the conditions of the contract.

36.2.3 If the purchaser fails to deposit sale value for a sold lot within the allowed period as per relevant clause SPMCIL may forfeit the security deposit. Requests for an extension of this period, made by the purchaser may be considered by the SPMCIL and may at its discretion, on the merits of the case, allow further time not excluding 50 days from the date of the contract. Interest shall be leviable on such amount at a rate 2% per annum higher than the PLR of State Bank of India, from the date of expiry of the payment date to actual date of payment (actual date of payment inclusive).

36.2.4 The lot or lots in respect of which forfeiture has been made, shall be deemed to have been abandoned by the purchaser to all intents and purposes and may be re-sold or otherwise disposed of at the discretion of the SPMCIL without reference to the purchaser concerned and without incurring any liability on part of SPMCIL whatsoever in respect there under.

36.2.5 In case extension is granted by SPMCIL and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

36.2.6 On production of proof of having made payment, nominated authority shall issue a delivery order authorizing the purchaser to take delivery of the Scrap Materials.

65



36.3 Deliveries, Delays and Breach of Contact

- 36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser/ Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the SPMCIL and the authorized Officer has issued the Delivery Order in favor of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the SPMCIL.
- 36.3.2 Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalization of contract agreement.
- 36.3.3 The work of delivery will be supervised by Stock Holder or his authorized representative, representative of accounts Department and Security Staff duly authorized by SPMCIL for the propose of delivery. Delivery will be allowed during working hours.
- 36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by SPMCIL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the SPMCIL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.
- 36.3.5 The purchased stores will be carried away by the purchaser at his risk and no claims against the SPMCIL will be entertained for shortage in weight which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases or other receptacles for the removal of the scrap.
- 36.3.6 The SPMCIL shall not be responsible for any accident that may occur to purchaser's labors/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. SPMCIL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipments to his labour/servant and staff and no additional charges are admissible for the same.
- 36.3.7 The materials sold, shall be removed by the purchaser within the period specified in relevant clause of Special Condition of Sale.



- 36.3.8 If due to any default on the part of the SPMCIL, the purchaser is unable to remove the materials sold within the specified period, the SPMCIL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.
- 36.3.9 If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover the material shall remain at the purchaser's risk until removal thereof. Further SPMCIL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored – which would be recovered by the SPMCIL from the Purchaser before removal of the material and in the event of default in payment thereof, the SPMCIL at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.
- 36.3.10 If the purchaser makes slow progress with his contract and the SPMCIL is of opinion that he may fail to fulfill the contract within the time specified in the conditions of sale, it will be lawful for the SPMCIL to cancel the whole contract or such portion thereof as may not have been completed and the SPMCIL shall be at liberty to dispose off the goods in any manner at the risk and expense of the purchaser.
- 36.3.11 The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all the other related statutory and legal provisions and obligations. The purchaser shall also indemnify the SPMCIL against any claim / liabilities that may occur to the contractor's labors and servants due to any reasons whatsoever.
- 36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the SPMCIL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

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)

S. No	GCC Clause No.	Topic	SCC Provision
1	8.2	Packing and Marking	As per GCC
2	11.2	Transportation of Domestic Goods	As per GCC
3	12.2	Insurance	As per GCC
4	14.1	Incidental Services	As per GCC
5	15	Distribution of Despatch Documents for clearance/ Receipt of Goods	As per GCC
6	16.2, 16.4	Warranty Clause	As per GCC
7	19.3	Option Clause	As per GCC
8	20.1	Price Adjustment Clause	As per GCC
9	21.2	Taxes and Duties	As per GCC
10	22, 22.1, 22.2, 22.4, 22.3, 22.6	Terms and Mode of payments	As per payment schedule at SN-15 of SCC
11	24.1	Quantum of LD	As per GCC
12	25.1	Bank Guarantee and Insurance for Material Loaned to Contractor	Not applicable
13	33.1	Resolution of Disputes	As per GCC
14	36.3.2, 36.3.9	Disposal/ Sale of Scrap by Tender	Not applicable

68



Section V: Special Conditions of Contract (SCC)

Contd....

15. PAYMENT TERMS :

- (a) The consultant shall receive a sum equivalent to the lowest competitive offer as fees (the amount approved by Competent Authority), for all services and expenses for completion of the study as per the TOR mentioned under the Section VII and List of requirement under section VI of this Tender. This fee will be firm and final and will cover the entire scope of work mentioned under terms of reference and the survey shall be conducted as per methodology prescribed by SPMCIL.
- (b) The fees referred at (a) shall become due in the following installments on completion of following deliverable:-

Deliverables	Within weeks of award of work order	% of total Fee payable
Completion of Stage-I	04 weeks	10%
Completion of Stage-II	12 weeks	25%
Completion of Stage-III	16 weeks	25%
Completion of Stage-IV (a) submission of final draft report	18 weeks	20%
(b) acceptance of Report by SPMCIL	20 Weeks	20%

Payment of the installments shall be effected within thirty days of becoming due and shall be made by cheque payable to the account of consultant.

Section VI: List of Requirements

Schedule No	Brief description of goods and services (Applicable specifications etc. are in Section-VII)	Accounting unit	Quantity	Amount of Earnest Money
I	To carry out the customer satisfaction survey for passports being produced by SPMCIL and supplied to Ministry of External Affairs (Passport Division) as mentioned under Section VII as Technical Specifications	Consultancy Service, Study Report	Study Report	₹ 20,000/- (Rupees Twenty Thousand Only)

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 employ approx. 13,400 employees and have recorded a combined sales of about ₹ 3164/- (Approx.) crores for the fiscal year 2010-2011. Further details about Organization and its units are available at the website of SPMCIL at www.spmcil.com.

2. BACKGROUND :

2.1. Passport :

A passport is a formal identity document or certification issued by a national government that identifies the holder as a national of a particular state, and requests permission, in the name of the sovereign or government of the issuing country, for the bearer to be permitted to enter and pass through other countries. Passports are connected with the right of legal protection abroad and the right to enter one's country of nationality. Government of India generally issue three types of passport i.e. Ordinary, Official and Diplomatic. The design and specification of

passports is finalized by Ministry of External Affairs, Government of India. Based on the design, the India Security Press, Nashik print passport booklets and deliver it to Ministry of External Affairs which in turn supply these passports to various Passport offices across the country for personalization and issue. Regional Passport Offices / Passport Offices captures desired data of individual. Thereafter after verification, the data is used in personalizing the passport booklets and dispatched to individual passport holder.

The passport of passport holder is checked at various ports of entry / exit of the country by different immigration authorities. The personalized data and other details of passport are checked and verified on the spot by these authorities. Generally, the passport shall be such that it provides precise information establishing identity of its legitimate holder and as such it should be secured enough to deter or display any fraudulent attempt of counterfeiting. Its size is generally kept optimal to ease handling while travelling, storing, and its shelf life must be sufficient as well as it should enable preservation of personalized details in secure manner.

3. ABOUT THE CUSTOMER SATISFACTION SURVEY FOR PASSPORT:

India Security Press (ISP), Nashik a unit of Security Printing and Minting Corporation of India Limited (SPMCIL) prints and supply diplomatic, official, ordinary passports and e-passports to the Consular Passport & Visa (CPV) Division of Ministry of External Affairs, Government of India. These passports are supplied to various Regional Passport Offices (RPO) / Passport Offices (PO) for issuing to civilian and government officials. There are around 37 RPO / PO located at different parts of the country. SPMCIL intends to engage services of appropriate consultant to carry out the Customer Satisfaction Survey and thereby measure the present customer satisfaction level in terms of assessment of Customer Satisfaction Index (CSI) for its customer of Passports.

4. TIME FRAME:

Time period for completion of scope of work covered in Section VII of tender document shall be 20 weeks or earlier, from the date of issue of work order by SPMCIL

Stage-I	:	4 weeks from the date of issue of work order
Stage-II	:	12 weeks from the date of issue of work order
Stage-III	:	16 weeks from the date of issue of work order
Stage-IV	:	20 weeks from the date of issue of work order

It may be noted that SPMCIL have signed memorandum of Understanding with Ministry of Finance, Government of India for certain performance related targets in Year 2011-12. One of the targeted activities of the MoU is achievement of Customer Satisfaction Index for Passport. Government of India is consistently monitoring SPMCIL's performance related to achievement of these targets. Hence, conducting survey & submission of report in time is critical for the project and the same should be adhered under all circumstances. Thus, time is of the essence for the present project.

5. OWNERSHIP OF DOCUMENT AND COPYRIGHT :

The report on submission by the consultant shall be the property of SPMCIL. It shall not be used in part or full, copied or published in any manner without obtaining prior permission of SPMCIL.

6. The consultant shall not change nature and level of technical experts as well as other staff indicated in the proposal.

7. The Consultant shall remain fully and squarely responsible for the correctness and accuracy of all the data, analysis, table, charts, quantities, specifications and documents etc., basically prepared by them. Source of information may also be given in the bibliography of the document to establish the authenticity of the data.

8. The consultant shall observe all care in accordance with recognized of analysis and modeling standards for carrying out the service required under this contract. They shall use for this purpose the highest scientific and most modern means to complete the study requirement.

9. The consultant shall make their own arrangements for the transport, accommodation, TA/DA of their personnel assigned to this project for their field

work, visiting SPMCIL unit i.e. ISP Nashik/SPMCIL Corporate office or collecting data from Regional Passport Offices (RPO)/Passport Offices (PO), Immigration Offices, Laboratories, relevant Govt. Department, Research Institutes, individual respondents etc. as may be required in connection with this consultancy work, attending discussions/ meeting/ presentations etc. with concerned authorities.

10. Consultancy fees quoted for the work would deem to have included all the incidental cost including cost of accessing and or collecting database, reports, documents, statistics etc. which would be required to be collected and utilized by the consultant during the course of the assignment.

11. The tenderer shall submit the bids as prescribed at clause 10 of GIT read with Clause 18 of the SIT.

73



Section VII: Technical Specifications

1. SCOPE OF WORK

1.1. Design of the survey:

The Selected Bidder may compute Customer Satisfaction Index based on following parameters, though not limited to, using questionnaire on a ten point scale ranging from 1 to 10.

- (A) **Product components:** It may include the parameters such as product specifications, product defects, quality of packaging, improvement needed in product, usage of latest technology, ability to meet technical needs of the customers, improvement in the product security based on customer feedback etc.
- (B) **Order and order delivery process:** This parameter may include information about the perception of SPMCIL's customer with respect to variation in receipt and ordered value, timeliness of order execution, quality of documentation and security measures at sending deliveries of passport consignment.
- (C) **Responsiveness of the employees of SPMCIL towards customers needs:** This parameter includes customer perception of parameter, such as, understanding the needs of the customer, keeping the customer informed of progress of the work, helpful attitude of the employees, access to the appropriate person in case of any requirement, provision of technical expertise to resolve the customer problem, problem solving ability providing the right information regarding dispatch /delivery status of passports, etc.
- (D) **Parameters with respect to Personnel:** This parameter includes information feedback from the customers about the competency, talent, sensitivity of the personnel of SPMCIL towards its customers, and efficiency of the personnel of SPMCIL. It also includes feedback about their relations with customers.
- (E) **Pricing Issues of Product & Services of SPMCIL:** This parameter includes pricing of SPMCIL's products & services vis-à-vis their value to the customer in terms of quality and security etc.
- (F) **Overall services Rating of SPMCIL:** This parameter includes collection of data on six attributes such as relationship between SPMCIL and its customers, quality of products, variety of the products,

behaviour of SPMCIL's employees, approach of SPMCIL's employee and quality of customer services.

- (G) **Complaint handling by SPMCIL:** The data under this parameter includes statements with respect to complaint handling. viz. its easy to make contact with SPMCIL, getting attention, solving the problem quickly, effort and approach of SPMCIL.

Customer Satisfaction Index may be computed assigning weightage to various parameters. The weightage may be decided by the consultant on basis of importance/criticality of the parameters.

The above mentioned parameters are not exhaustive. With prior approval of SPMCIL, the Consultant shall be allowed to set or take into consideration any other parameter(s) as he may deem fit for computing Customer Satisfaction Index. It may be noted that SPMCIL is primarily interested to have assessment and measurement of the present level of customer satisfaction. The consultant is free to design the survey as he deems fit, however, the consultant shall get, the design of survey and methodology adopted in conducting the survey, approved from SPMCIL prior to conducting the survey. The survey design, methodology of survey, detailed analysis of the feedback received & computation of customer satisfaction index shall be part of report, which shall be submitted by the consultant to SPMCIL as per the prescribed schedule

1.2 Coverage:

The survey shall be done at various levels across the value chain of passport from designing, production to ultimate customer i.e.

- (A) Production level i.e. Security Printing production facility level at ISP Nashik.
(B) At SPMCIL Customer level

(a) For Policy matters & monitoring of supply and movement of passports

- (i) Consular Passport and Visa (CPV) Division, Ministry of External Affairs Govt. of India

(b) For coordination of dispatch, supply and quality aspects of passports viz. receipt of passport booklet in time, ease in printing/personalization of passport, durability/Flexibility of cover material, binding, lamination, etc)

- (i) Various regional passport offices / passport offices across the country.

- (c) Ultimate Customer Level
- (i) Passport Holder (only Frequent Fliers who undertake overseas journey frequently)
- (d) Associated Stake Holder level
- (i) Various immigration
 - (ii) Ministry of Home Affairs
 - (iii) Central Forensic Science Laboratory-CBI
 - (iv) Research Institutions
 - (v) Test House / Laboratory
 - (vi) Forgery Detection cell at ISP Nashik

1.3 Geographical Coverage:

The sample shall be collected from the customers mentioned at para 3.1 above with minimum number of sample to be collected as follow:

Category	Minimum (in Nos.)
(a) Production level	1 No. (ISP Nashik)
(b) At SPMCIL Customer level	<p>(a). 2 Nos. from Consular Passport and Visa (CPV) Division, Ministry of External Affairs Govt. of India</p> <p>(b). Minimum 10 Nos. RPO / PO to be covered including RPO at all four major metro i.e. Delhi, Mumbai, Kolkata, and Chennai. The list of RPO/PO is enclosed.</p>
(c) Ultimate Customer Level	Minimum 5 Nos. Passport Holder (only Frequent Fliers who undertake overseas journey frequently)
(d) Associated stake holder level	<p>(a). Minimum 5 Immigration authorities including immigration officers at all four major metro i.e. Delhi, Mumbai, Kolkata, Chennai.</p> <p>(b) Directorate of Forensic Science Services, Ministry of Home Affairs, Government of India, New Delhi</p> <p>(c) Central Forensic Science Laboratory (CBI), Ministry of Home Affairs, Govt. of India, Block No. 4, CGO Complex, Lodhi Road, New Delhi - 110 003</p>