



Standard Bidding Document (SBD)

PROCUREMENT MANUAL

Standard Bidding Document (SBD)

(Procurement of Goods and Services)

(Name, address, telephone no., Fax, e-mail, Website etc. of the Unit)

Security Printing & Minting Corporation of India Limited
16th Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi - 110001
Phone - 011-43582200, 23701225-26, fax - 011-23701223 **Not Transferable**
www.spmcil.com **Security Classification: Non Security**

Services by engaging consultant

TENDER DOCUMENT FOR PURCHASE OF _____
to study Supply chain management for cotton comber Used in Production of Security Paper
Tender No. SPMCIL/mktg/4/11, dated 20/07/2011

This Tender Document Contains 105 Pages.

Tender Documents is sold to:

M/s _____
Address _____

Details of Contact person in SPMCIL regarding this tender:

Name, Designation: Mahender Singh
Dy Manager (Marketing.)

Address: 16th Floor, Jawahar Vyapar Bhawan Phone, Fax, email:

Janpath New Delhi - 110001

Phone: 011-43582200, 23701225-26

Fax: 011-23701223

Email: spmcil@rediffmail.com



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SPMCIL

Section I: Notice Inviting Tender (NIT)

Security Printing and Minting Corporation of India Limited, 16th Floor, Jawahar Vyapar
 Bhawan, Jampath New Delhi - 110002, Phone: 011-43582200, Fax: 011-23701223
 Website: www.spmcil.com (Date) 20/07/2011
 (Tender Sl. No.) SPMCIL/Mktg/41/10

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

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money (in Rs.)	Remarks
1	To study supply chain management for cotton Amber used in production of security paper	Consultancy service, Study Report	Rs 20,000/- (Twenty Thousand only)	—

Type Of Tender (Two Bid/ PQB/ EO/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	OPEN TENDER in Two Bid System i.e. (Techno-commercial Bid & Financial Bid)
Dates of sale of tender documents:	20/07/2011 onwards
Price of the Tender Document	Two Hundred & Fifty ONLY (Rs 250/-)
Place of sale of tender documents	SPMCIL 16 th Floor, Jawahar Vyapar Bhawan, Jampath, New Delhi - 1
Closing date and time for receipt of tenders	25/08/2011 at 03:00 PM
Place of receipt of tenders	Designated Tender Box, SPMCIL, 16 th Floor, Jawahar Vyapar Bhawan, Jampath, New Delhi - 1
Time and date of opening of tenders	03:30 PM on 25/08/2011
Place of opening of tenders	SPMCIL, 16 th Floor, Jawahar Vyapar Bhawan, Jampath, New Delhi - 110002
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)	Mahender Singh Dy. Manager (Marketing)

- 1-A Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
2. Tender documents may be purchased on payment of non-refundable fee of Rs. 250/- (amount) per set in the form of account payee demand draft/ cashier's cheque/ certified cheque, drawn on a scheduled commercial bank in India, in favour of ...SPMCIL

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.....(name of unit), payable at New Delhi..... (name of the place).

3. If requested, the tender documents will be mailed by registered post/speed post to the domestic tenderers and by international air-mail to the foreign tenderers, for which extra expenditure per set will be Rs. 500/- for domestic post and Rs. for international air-mail. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 2 above.
4. Tenderer may also download the tender documents from the web www.spmcil.com site..... and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
5. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
6. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organisation, the tenders will be sold/ received/ opened on the next working day at the appointed time.
7. The tender documents are not transferable.

Mahender Singh, Dy Manager (Mktg.)
16th Floor Jawahar Vyapar Bhawan, Jampath
New Delhi - 110 001
011-43582200, Extn: 233

[Name, designation, address, tel. No etc.

of the officer signing the document]

For and on behalf of

Director (Technical)
SPMCIL

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Section II: General Instructions to Tenderer (GIT)

Part I: General Instructions Applicable to all Types of Tenders

A PREAMBLE

1. Introduction

- 1.1 Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in GCC.
- 1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale/Disposal of Scrap Material and Development/Indigenization, Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/GCC.
- 1.3 These tender documents have been issued for the requirements mentioned in Section -VI - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 1.4 This section (Section II - "General Instruction Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/SCC from different perspectives. In case of any conflict between these, provisions of GCC/SCC would prevail.
- 1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.



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2. Language of Tender

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and SPMCIL, shall be written in the Hindi or English language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by Hindi or English translation. For purposes of interpretation of the tender, the English translation shall prevail.

3. Eligible Tenderers

This invitation for tenders is open to all suppliers who fulfill the eligibility criteria specified in these documents. Please refer to Section IX: Qualification/Eligibility Criteria.

4. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or other countries, subject to any restriction imposed in this regard in Section III (SIT). The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5. Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/ or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. SPMCIL will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents includes:

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
4. Section IV - General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)
6. Section VI - List of Requirements
7. Section VII - Technical Specifications



8. Section VIII - Quality Control Requirements (NOT APPLICABLE)
9. Section IX - Qualification/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII - Questionnaire
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV - Manufacturer's Authorization Form (NOT APPLICABLE)
15. Section XV - Bank Guarantee Form for Performance Security
16. Section XVI - Contract Form
17. Section XVII: Letter of Authority for attending a Bid Opening
18. Section XVIII: Shipping Arrangements for Liner Cargoes (NOT APPLICABLE)
19. Section XIX: Proforma of Bills for Payments

6.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to SPMCIL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7. Amendments to Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders, SPMCIL may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.
- 7.2 Such an amendment will be notified in writing by registered/ speed post or by fax/ telex/ e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.
- 7.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, SPMCIL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.



10.2 A tender, that does not fulfill any of the above requirements and/ or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.

10.3 Tender sent by fax/email/ telex/ cable shall be ignored.

11. **Tender currencies**

11.1 Unless otherwise specified, the tenderer shall quote only in Indian rupees.

11.2 Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into Indian Rupees. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed / undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

11.3 Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

12. **Tender Prices**

12.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.

12.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

12.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

12.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance:



12.5 For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of foreign origin quoted ex-showroom etc.
- b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded.
- c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- d) The price of incidental services, as and if mentioned in List of Requirements.

12.6 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements.
- b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
- c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements, and
- d) The charges for incidental services, as and if mentioned in the List of Requirements.

12.7 Additional information and instruction on Duties and Taxes:
If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In



the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

12.8 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.
- c) Subject to sub clauses 12.8 (a) & (b) above, any change in excise duty upward/ downward as a result of any statutory variation in excise duty taking place within original Delivery Period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to SPMCIL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

12.9 Sales Tax/ VAT/ CST/ GST:

If a tenderer asks for sales tax/ VAT/ CST/ GST to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract

12.10 Wherever Value Added Tax is applicable, the following may be noted :

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- (i) The tenderer should quote the exact percentage of VAT that they will be charging extra.
- (ii) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- (iii) The tenderer while quoting for tenders should give the following declaration:
"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly."
- iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: "We hereby declare that additional set off/input tax credit to the tune of Rs. _____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."

12.11 Octroi and Local Taxes:

Unless otherwise stated in the SIT, the goods supplied against contracts placed by SPMCIL are not exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of local bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and, also, for further necessary action.

In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.

12.12 Duties/ Taxes on Raw Materials

SPMCIL is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or

components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

12.13 Imported Stores not liable to Above-mentioned Taxes and Duties:

Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.

12.14 Customs Duty:

In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

12.14.1. For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.

12.14.2. For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.

12.14.3. Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

12.14.4. The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by SPMCIL and will in no way restrict SPMCIL's right to award the contract on the selected tenderer on any of the terms offered.

13. Indian Agent

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 11.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.

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

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

14. Firm Price / Variable Price

- 14.1** Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 14.2** In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.
- 14.3** However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.
- 14.4** Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- 14.5** Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.

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14.6 In case delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the supplier.

14.7 Documents for claiming ERV:

- i. A bill of ERV claim enclosing working sheet
- ii. Banker's Certificate/debit advice detailing F.E. paid and exchange rate
- iii. Copies of import order placed on supplier
- iv. Invoice of supplier for the relevant import order

15. Alternative Tenders

Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered.

16. Documents Establishing Tenderer's Eligibility and Qualifications

16.1 Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

16.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:

- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to SPMCIL. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) In case the tenderer is not doing business in India, it is/ will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.)

- d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

17. Documents establishing Good's Conformity to Tender document

- 17.1** The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by SPMCIL in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by SPMCIL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2** In case there is any variation and/ or deviation between the goods & services prescribed by SPMCIL and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its tender.
- 17.3** If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to SPMCIL in this regard.

18. Earnest Money Deposit (EMD) ✓

- 18.1** Pursuant to GIT clause 10.1 (d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect SPMCIL against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.23.2 below.
- 18.2** The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&D or with National Small Industries Corporation, New Delhi or with SPMCIL are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC or SPMCIL as the case may be).

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- 18.3** The earnest money shall be denominated in Indian Rupees.
- 18.4** The earnest money shall be furnished in one of the following forms:
- Account Payee Demand Draft or
 - Fixed Deposit Receipt or
 - Banker's cheque or
 - Bank Guarantee, only in the case of Global Tender

The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the Clause 10 of NIT. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.

- 18.5** The earnest money shall be valid for a period of forty five days beyond the validity period of the tender.
- 18.6** Unsuccessful tenderers' earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 18.7** Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

19. Tender Validity

- 19.1** If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2** In exceptional cases, the tenderers may be requested by SPMCIL to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/ cable followed by surface mail. The tenderers, who agree to extend the tender

validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

19.3 In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for SPMCIL, the tender validity shall automatically be extended upto the next working day.

19.4 Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

20. Signing and Sealing of Tender

20.1 An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,

- (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
- (b) As Partner (s) of the firm;
- (c) as Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

20.2 The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.

20.3 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.

20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate".

20.5 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

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- 20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.
- 20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of SPMCIL and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, SPMCIL will not assume any responsibility for its misplacement, premature opening, late opening etc. .
- 20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.
- 20.9 If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.

D SUBMISSION OF TENDERS

21. Submission of Tenders

- 21.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 11 of NIT. In case of bulky tender, which cannot

be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of SPMCIL, as indicated in clause 14 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

- 21.2** The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for SPMCIL, the tenders will be received upto the appointed time on the next working day.

22 Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

23 Alteration and Withdrawal of Tender

- 23.1** The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

- 23.2** No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by SPMCIL.

24 TENDER OPENING

24.1 Opening of Tenders

- 24.1** SPMCIL will open the tenders at the specified date and time and at the specified place as indicated in clause 14 of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for SPMCIL, the tenders will be opened at the appointed time and place on the next working day.

- 24.2** 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 in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender

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opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- 24.3 During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).
- 24.4 In the case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

26. Preliminary Scrutiny of Tenders

- 26.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- 26.2 The following are some of the important aspects, for which a tender may be declared unresponsive and ignored:
 - a) Tender is unsigned.
 - b) Tenderer is not eligible.
 - c) Tender validity is shorter than the required period.
 - d) Required EMD has not been provided.
 - e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from



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- that manufacturer.
- f) Tenderer has not agreed to give the required performance security.
- g) Goods offered are sub-standard, not meeting the required specification etc.
- h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- i) Against a schedule in the List of Requirement

(incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train SPMCIL's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. **Minor Infirmity/Irregularity/ Non-Conformity**

If during the preliminary examination, SPMCIL find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, SPMCIL may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, SPMCIL will convey its observation on such 'minor' issues to the tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28. **Discrepancy In Prices**

- 28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless SPMCIL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 28.2 If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

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- 28.4 If, as per the judgment of SPMCIL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of SPMCIL, the tender is liable to be ignored.
29. **Discrepancy between original and copies of Tender**
In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, SPMCIL will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept SPMCIL's observation, that tender will be liable to be ignored.
30. **Clarification of Bids**
During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
31. **Qualification/ Eligibility Criteria**
Tenders of the tenderers, who do not meet the required qualification/ eligibility criteria prescribed in Section IX, will be treated as unresponsive and will not be considered further.
32. **Conversion of tender currencies to Indian Rupees**
In case the tender document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening.
33. **Schedule-wise Evaluation**
In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 12.2, tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be taken into account to determine the tender or combination of tenders offering

the lowest evaluated cost for SPMCIL in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

34. Comparison on CIF Destination Basis

Unless mentioned otherwise in Section-III – Special Instructions to Tenderers and Section-VI – List of Requirements, the comparison of the responsive tenders shall be on CIF destination basis, duly delivered, commissioned, etc. as the case may be.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

35.1 Further to GIT Clause 33 above, SPMCIL's evaluation of a tender will include and take into account the following:

a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/ taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

35.2 SPMCIL's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

35.3 As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavor need to be made by such firms to bring down cost and achieve competitiveness.

35.4 If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked, on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

36. Tenderer's capability to perform the contract

36.1 SPMCIL, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in

all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

- 36.2** The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of SPMCIL as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by SPMCIL.

37. Cartel Formation/ Pool Rates

Cartel formation or quotation of Pool/ Co-ordinated rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanor and would be dealt accordingly as per Clause 44 below.

38. Negotiations

Normally there would be no price negotiations. But SPMCIL reserves its right to negotiate with the lowest acceptable bidder (L1), who is technically cleared/approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate, under special circumstances in accordance with CVC guidelines i.e. Normally there should be no negotiation. Selection of contractors by negotiations **should be a rare** exception rather than the rule and may be resorted to only in the exceptional circumstances under the following circumstances:-

- a. Where the procurement is done on proprietary basis
- b. Items to be procured are supplied by only a limited sources of supply
- c. Items where there is suspicion of cartel formation.

39. Contacting SPMCIL

- 39.1.** From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact SPMCIL for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.



- 39.2. It will be treated as a serious misdemeanor in case a tenderer attempts to influence SPMCIL's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by SPMCIL, in terms of clause 44 of GIT.

G AWARD OF CONTRACT

40. SPMCIL's Right to Accept any Tender and to Reject any or All Tenders

SPMCIL reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

41. Award Criteria

Subject to GIT clause 36 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by SPMCIL in terms of GIT Clause 34.

42. Variation of Quantities at the Time of Award

No variation of quantities at the time of awarding the contract.

43. Parallel Contracts

SPMCIL reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender). If this is foreseen at the time of Tendering, a clause would be included in SIT giving further details.

44. Serious Misdemeanors

44.1. Following would be considered serious misdemeanors:

- i. Submission of misleading/ false/ fraudulent information/ documents by the bidder in their bid
- ii. Submission of fraudulent/ unencashable Financial Instruments stipulated under Tender or Contract Condition.
- iii. Violation of Code of Ethics laid down in Clause 32 of the GCC.
- iv. Cartel formation or quotation of Pool/ Co-ordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.
- v. Deliberate attempts to pass off inferior goods or short quantities.
- vi. Violation of Fall Clause by Rate Contract holding Firms.

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- vii. Attempts to influence SPMCIL's Decisions on scrutiny, comparison, evaluation and award of Tender.
- 44.2. Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, SPMCIL would ban/ blacklist Tenderers committing such misdemeanor, including declaring them ineligible to be awarded SPMCIL contracts for indefinite or for a stated period.
- 45. **Notification of Award**
 - 45.1 Before expiry of the tender validity period, SPMCIL will notify the successful tenderer(s) in writing, by registered / speed post or by fax/email / telex/ cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by SPMCIL, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to SPMCIL the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause under Section IV.
 - 45.2 The notification of award shall constitute the conclusion of the contract.
- 46. **Issue of Contract**
 - 46.1 Within seven working days of receipt of performance security, SPMCIL will send the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
 - 46.2 Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to SPMCIL by registered / speed post.
- 47. **Non-receipt of Performance Security and Contract by SPMCIL.**

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed in terms of GIT clauses and above shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by SPMCIL against it.
- 48. **Return of EMD**

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause.
- 49. **Publication of Tender Result**

The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/ bulletin/ web site of SPMCIL.

**Part II: Additional General Instructions Applicable to Specific
Types of Tenders: (NOT APPLICABLE FOR THIS TENDER)**

50. Rate Contract Tenders

50.1 In addition to GIT in Part I above, following GIT will be applicable to rate contract Tenders:

- i. Earnest Money Deposit (EMD) is not applicable.
- ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- iii. SPMCIL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, SPMCIL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, SPMCIL would have the option to renegotiate the price with the rate contract holders.
- vii. During the currency of the Rate Contract, in case of emergency, SPMCIL may purchase the same item through ad hoc contract with a new supplier.
- viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.
- ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x. SPMCIL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- xi. The rate contract will be guided by "Fail Clause" as described below.

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50.2 Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanor under clause of the GIT and action, as appropriate, would be taken as per provision of that clause.

50.3 Performance Security

Value of Performance Security would be stipulated in the SIT. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.

50.4 Renewal of Rate Contracts

In case, it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.

51. Prequalification Bidding

51.1 Prequalification Bidding is for short listing of qualified Bidders who fulfill the Prequalification criteria as laid down in SIT or in Section IX of SBD - "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD - "List of Requirements". Shortlisted Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.

51.2 If stipulated in the SIT, only these shortlisted qualified bidders would be invited to participate in the Procurement of the



requirements. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

52. Tenders involving Samples

- 52.1 Normally no sample would be called along with the offer for evaluation.
- 52.2 Purchaser's Samples: If indicated in the SIT, A Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in Section VII – "Technical Specifications" of the S&B. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.
- 52.3 Pre-Production Samples: If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where

urgency develops due to such delays, SPMCIL reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the Section VIII – "Quality Control Requirements" in the SBD.

- 52.4 **Testing of Samples:** Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII – "Quality Control Requirements" in the SBD.
- 52.5 **Validation/ Prolonged Trials:** If specified in SIT or in the Section VIII – "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.
- 52.6 **Parameters Settings and duration of Validation Tests** would be indicated in the Section VIII – "Quality Control Requirements" in the SBD. It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.

53. Expression of Interest (EOI) Tenders:

- 53.1 EOI tenders are floated for short listing firms who are willing and qualified for: -
- i. Registration of Vendors for Supply of particular Stores or certain categories of Stores.
 - ii. Development of new items or Indigenization of Imported stores
- 53.2 The qualification /eligibility criteria required and the format of submission of such Data would be indicated in the Section IX – "Qualification Criteria" in the SBD.
- 53.3 Objectives and scope of requirement would be indicated in the Section VI – "List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.
- 53.4 In case of EOI for Development of new Items or for Indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and Time mentioned in SIT.

- 53.5 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.
- 53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX – "Qualification Criteria" in the SBD.
- 53.7 If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by SPMCIL.
- 53.8 All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the Section IX) would be short listed. Section IX may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.
- 53.9 In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.
- 53.10 In case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.

54. Tenders For Disposal of Scrap:

- 54.1 Introduction: The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI – "List of Requirements".
- 54.2 "As Is; Where Is; Whatever Is" Basis of This Sale:
- 54.2.1 This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.
- 54.2.2 The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof

to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.

54.2.3 All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity , on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and /or projected quantity, the SPMCIL shall not under any circumstances be liable to make good any such deficiency

54.2.4 SPMCIL reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the SPMCIL on account of such termination of the contract or variation in the quantity.

54.2.5 SPMCIL shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.

54.2.6 Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.

54.2.7 Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.

54.3 Submission of Offer:

54.3.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.





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- 54.3.2 The SPMCIL reserves right to reject any offer without assigning any reason therefor.
- 54.3.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4 If the offer of the tenderer is not accepted by the SPMCIL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the SPMCIL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the SPMCIL.
- 54.3.5 Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to SPMCIL. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.
- 54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc, if required shall be made by the purchaser concerned only and the SPMCIL shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- 54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to SPMCIL or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.
- 54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.



54.4 Notification of Acceptance and Award of Contract:

54.4.1 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SD) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of SPMCIL as mentioned in clause of NIT in connection with EMD.

54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by SPMCIL or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favor of same authority as mentioned above. In case of any default to deposit balance payment, SPMCIL reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

54.5.1 Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from SPMCIL, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/ re-purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this underlaking.

54.5.2 If stipulated in SIT delivery would be given only in dismantled/ cut-up condition.

55. Development and Indigenization Tenders:

55.1 Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.

55.2 If specified in SIT the contract documents may be issued free of cost, and submission of earnest money deposit and security deposit may be relaxed.

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- 55.3 If specified in SIT, The Tenderers may quote separately for
- i. Price/rate for bulk supply of item in development/indigenization supplies and
 - ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.
- 55.4 L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.
- 55.5 Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.
- 55.6 The ratio of splitting of the supply order between various development agencies/firms in cases of parallel development, including criteria thereof, would be specified in the SIT.
- 55.7 However, in case the requirement is meager and complex technology is involved, or quantity of the equipment/spares is limited/small/ uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.
- 55.8 If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.

55.9 Quantity for Development Commitment

In Next three years, after the newly developed firm is able to successfully complete Development orders with +/-5% tolerance, 20% of annual quantity requirement may be reserved for Newly Developed firms.

55.10 Period of Development Commitment

A newly developed firm would be granted this facility till only three years after completing the initial Development order. However this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.



Section III: Special Instructions to Tenderers (SIT)

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

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

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

Sl.No.	GIT Clause No.	Topic	SIT Provision
1	4	Eligible Goods and Services (Origin of Goods)	As Per GIT
2	8	Prebid Conference	YES as per SIT S.No-19
3	9	Time Limit for receiving request for clarification of Tender Documents	As per GIT S.No-20
4	11.2	Tender Currency	As per GIT
5	12.10	Applicability of Octroi and Local taxes	As per GIT
6	14	PVC Clause & Formula	As per GIT
7	19	Tender Validity	As per GIT
8	20.4	Number of Copies of Tenders to be submitted	ORIGINAL copy need only be submitted
9	20.9	E-Procurement	
10	35.2	Additional Factors for Evaluation of Offers	As per GIT
11	43	Parallel Contracts	As per GIT
12	50.1, 50.3	Tender For rate Contracts	NOT APPLICABLE
13	51.1, 51.2	PQB Tenders	NOT APPLICABLE
14	52.1, 52.3, 52.5	Tenders involving Purchaser's and Pre-Production Samples	NOT APPLICABLE
15	53.4, 53.5, 53.7	EOI Tenders	NOT APPLICABLE
16	54.3.1, 54.5.2	Tenders for Disposal of Scrap	NOT APPLICABLE
17	55.2, 55.3, 55.7, 55.8	Development/ Indigenization Tenders	NOT APPLICABLE

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Section III: Special Instructions to Tenderers (SIT) Contd...

5. No.18 : SUBMISSION OF TENDER

Following the manner prescribed for tender submission at clause 10 & 20 of GIT, tenderer is to submit the tender as follows:-

Bidders are required to submit their tender in two parts in separate sealed envelopes as given below:

Part A-Techno-commercial bid:

The consultant shall submit the techno-commercial bid keeping in view the Terms of Reference (TOR) & List of Requirements and indicate the consultant's approach for completing the work in time, giving the details such as work programme, deployment of technical personnel and staff with their qualification, status etc. to be used for the consultancy work. The Techno-Commercial proposal would cover, inter-alia as per Clause 10 of GIT, the following.

(a) Details of fulfilling the prescribed eligibility criteria with supporting documents covering the following:-

(i). Background of the organization with respect to similar experience and brief description of projects recently undertaken (for the past 5 years ending 31st March 2011) in the relevant field including scope of work and nature of consultancy services offered.

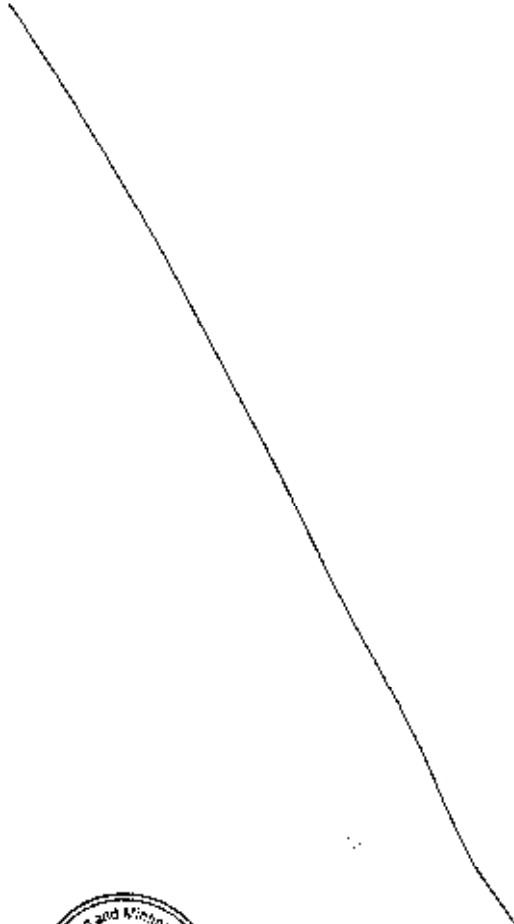
(ii) The details of work carried out shall be furnished in tabulated form giving details viz. name of Organisation, Organisation type-Govt./Private, name of work, Contract value, date of start & completion of work, Extension provided, if any, etc. Copies of completion certificate in case of completed studies shall be submitted as proof of work experience.

(iii) Details of Academic & Professional expertise of the consultant & its associates

(b) A short write up on methodology to be adopted for the present project and proposed approach and programme to carry out this assignment.

(c) Details of the organizational set up for carrying out the subject study and the individual expertise.

(d) Any other details which consultant may feel relevant to carryout the present assignment. It may please be noted that the Techno-commercial proposal shall not contain any reference to the consultancy fee.



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(e) All financial standing data should be certified by the Certified Accountant eg. Chartered Accountant (CA) in India and Certified Public Accountant/ Chartered Accountant of other countries.

Part B- Financial Bid (Price Schedule)

(i) This will contain filled in Tender form as prescribed under section X & Price Schedule as prescribed under section XI of this tender document. Price schedule will contain consultancy fee to be charged for completing the work. The total fee shall be quoted as a lump-sum amount with cost break-up details.

(ii) While working out consultancy fees, following points should be noted:

(a) The consultants will have to make their own arrangements for the transport/ accommodation/ TA/DA of their personnel assigned to this project for their field visits, visiting Security Paper Mill Hoshangabad, SPMCIL Corporate office, research institutions, Ministries departments and other places for meetings, presentations and discussions.

(b) Consultancy fees quoted would deem to have included all the incidental cost including cost of all documents, reports etc. which would be required to be prepared by the consultants during the course of the assignment.

Tenderer shall seal separately the 'Techno-Commercial Bid with EMD' and 'Financial bid' and covers will be duly super scribed. Both these sealed covers shall be put in a bigger cover and sealed. The bigger cover shall super-scribed "Tender for engagement of Services of consultant to study the supply chain management for the cotton comber" AND NOT TO BE OPENED BEFORE 03:30 PM ON 25-08-2011. The Tenderer shall also write on the cover the name of officer receiving the tender and the Name of the tenderer. The bids shall be submitted at the address mentioned under section-I (Notice Inviting Tender) on or before due date.

S.No. 19 : PRE BID CONFERENCE

For clarifying issues and clearing doubts, if any, about the specification and other technical details a pre bid conference shall be organized on 04th August, 2011 (Thursday) at 1530 Hrs at SPMCIL Corporate Office, 16th Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi - 110 001. The doubts as cleared and specifications as amended after pre bid conference shall be uploaded in the form of corrigendum on the SPMCIL website i.e. www.spmcil.com.

S.No. 20: Time Limit for receiving request for clarification

The time limit for receiving request for clarification of tender document is not later than 10 days prior to the prescribed date of submission of tender.



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Section IV: 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;
- (ix) "Test" means such test as is prescribed by the particulars

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- 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.

1.2 Abbreviations:

- "AAEC" means "Appreciable Adverse Effect on Competition" as per Competition Act
- "BG" means Bank Guarantee
- "BL or B/L" means Bill of Lading
- "CD" means Custom Duty
- "CIF" means Cost, Insurance and Freight Included

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"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector Undertaking
"CST"	means Central Sales Tax
"DDO"	means Direct Demanding Officer in Rate Contracts
"DGS&D"	means Directorate General of Supplies and Disposals
"DP"	means Delivery Period
"ECS"	means Electronic clearing system
"ED"	means Excise Duty
"EMD"	means Earnest money deposit
"EOI"	means Expression of Interest (Tendering System)
"ERV"	means Exchange rate variations
"FAS"	means Free alongside shipment
"FOB"	means Freight on Board
"FOR"	means Free on Rail
"GCC"	means General Conditions of Contract
"GIT"	means General Instructions to Tenderers
"GST"	means Goods and Services Tax which will replace Sales Tax
"H1, H2 etc"	means First Highest, Second Highest Offers etc in Disposal Tenders
"Incoterms"	means International Commercial Terms, 2000 (of ICC)
"L1, L2 etc"	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LSI"	means Large Scale Industry
"NIT"	means Notice Inviting Tenders.
"NSIC"	means National small industries corporation
"PQB"	means Pre qualification bidding
"PSU"	means Public Sector Undertaking
"PVC"	means Price variation clause
"RC"	means Rate contract
"RR or R/R"	means Railway Receipt
"SBD" or "T E Document"	means (Standard) BID / Tender Document
"SCC"	means Special Conditions of Contract
"SIT"	means Special Instructions to Tenderers
"SPMCIL"	means Security Printing and Minting Corporation Limited
"SSI"	means Small Scale Industry
"ST"	means Sales Tax
"VAT"	means Value Added Tax

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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 Special Conditions of Contract (SCC) prescribed under Section V of this document.
- 2.2. General Conditions of the contract shall not be changed from one tender to other.
- 2.3. **Other Laws and Conditions That will Govern the Contract:**

Besides GCC and SCC 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. During the process of procurement of Security or Sensitive Machinery and Items, Tender Documents and the specifications/ drawings of such items would be issued only to Vendors having security clearance within the validity of such clearance and he shall maintain absolute secrecy and strictly control the number of copies and access to the documents

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and copies thereof, in addition to safeguards mentioned in sub-para above.

3.3. 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.

3.4. Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 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:

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- a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of SPMCIL as indicated in the clause 2 of NIT in reference to EMD.
 - b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV 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**
- 7.1. The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.
8. **Packing and Marking**
- 8.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.
- 8.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in

Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

8.3. Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a) contract number and date
- b) brief description of goods including quantity
- c) packing list reference number
- d) country of origin of goods
- e) consignee's name and full address and
- f) supplier's name and address

9. Inspection and Quality Control

9.1. SPMCIL and/ or its nominated representative(s) will, without any extra cost to SPMCIL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. SPMCIL shall inform the supplier in advance, in writing, SPMCIL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

9.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to SPMCIL's inspector at no charge to SPMCIL.

9.3. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, SPMCIL's inspector may reject them and the supplier shall

either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to SPMCIL and resubmit the same to SPMCIL's inspector for conducting the inspections and tests again.

- 9.4. In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers premises, the supplier shall put up the goods for such inspection to SPMCIL's inspector well ahead of the contractual delivery period, so that SPMCIL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5. If the supplier tenders the goods to SPMCIL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to SPMCIL under the terms & conditions of the contract.
- 9.6. SPMCIL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by SPMCIL's inspector during pre-despatch inspection mentioned above.
- 9.7. Goods accepted by SPMCIL and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute SPMCIL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause .

10. Terms of Delivery

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

11. Transportation of Goods

- 11.1. The supplier shall not arrange part-shipments and/ or transshipment without the express/ prior written consent of SPMCIL.





- 11.2. Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:** In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3. Shipping Arrangement for Foreign Contracts:** In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport (Chartering Wing), New Delhi, INDIA, in accordance with details given in SBD Section XVIII. The Contractor shall give adequate notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of C&F contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the same SBD section (as applicable).

12. Insurance:

- 12.2** Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- 12.3** In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of SPMCIL or its Consignee.
- 12.4** In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- 12.5** In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to



the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

13. Spare parts

13.1. If specified in the List of Requirements and in the resultant contract, the supplier shall supply/ provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/ or supplied by the supplier:

- a) The spare parts as selected by SPMCIL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i. sufficient advance notice to SPMCIL before such discontinuation to provide adequate time to SPMCIL to purchase the required spare parts etc., and
 - ii. immediately following such discontinuation, providing SPMCIL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by SPMCIL.

13.2. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to SPMCIL promptly on receipt of order from SPMCIL.

14. Incidental services

14.1. Subject to the stipulation, if any, in the SCC (Section-V) and the Technical Specification (Section – VII), the supplier shall be required to perform any or all of the following services.

- a) Providing required jigs and tools for assembly, start-up and maintenance of the goods
- b) Supplying required number of operation & maintenance manual for the goods
- c) Installation and commissioning of the goods
- d) Training of SPMCIL's operators for operating and maintaining the goods
- e) Providing after sales service during the tenure of the contract

- 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



- (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.



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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/Warranty 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

- 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.

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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.

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- (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



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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.



**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** (NOT APPLICABLE FOR THIS 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.

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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.

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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 SMO-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



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Schedule No	Brief description of goods and services (Related specifications etc. are in Section-VII)	Accounting unit	Quantity	Amount of Earnest Money
	<p>To study the feasibility of Chemically treated Corrosion Resistant Production of Security Pipes.</p>	<p>Consultancy Service, Study Report</p>	<p>Study Report</p>	<p>Rs 20,000/- (Twenty Thousand Only)</p>

Required Delivery Schedule:

Required Terms of Delivery, Destination and preferred mode of Transportation:



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Section V: Special Conditions of Contract (SCC)**Contd....****15. PAYMENT TERMS :**

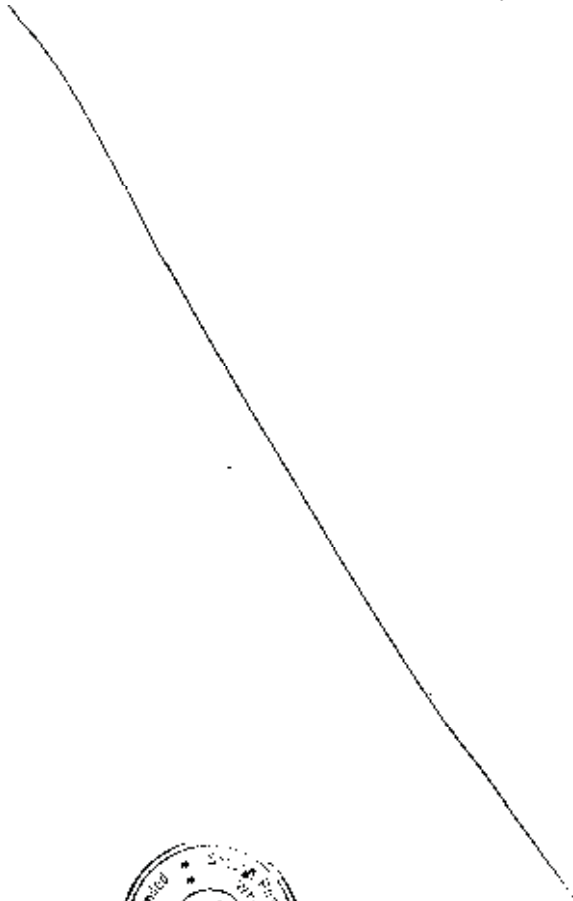
(a) The consultant shall receive a sum of equivalent to the lowest competitive offer as fees (the amount approved by Competent Authority), for all services and expenses for completion of the study as per the TOR mentioned under the Section VII and List of requirement under section VI of this Tender. This fee will be firm and final and will cover the entire scope of work mentioned under terms of reference and 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
Inception Report	02 weeks	10%
Draft Report	10 weeks	25%
Draft Final Study Report	12 weeks	25%
Submission of Final Report	14 weeks	20%
Acceptance of Final Report by SPMCIL	18 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.





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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
Schedule 1	To study supply chain management for cotton comber used in production of security paper as per terms of reference mentioned in Technical Specification under section VII	Consultancy Service, Study Report	Study Report	₹ 20,000/- (Rupees Twenty Thousand Only)

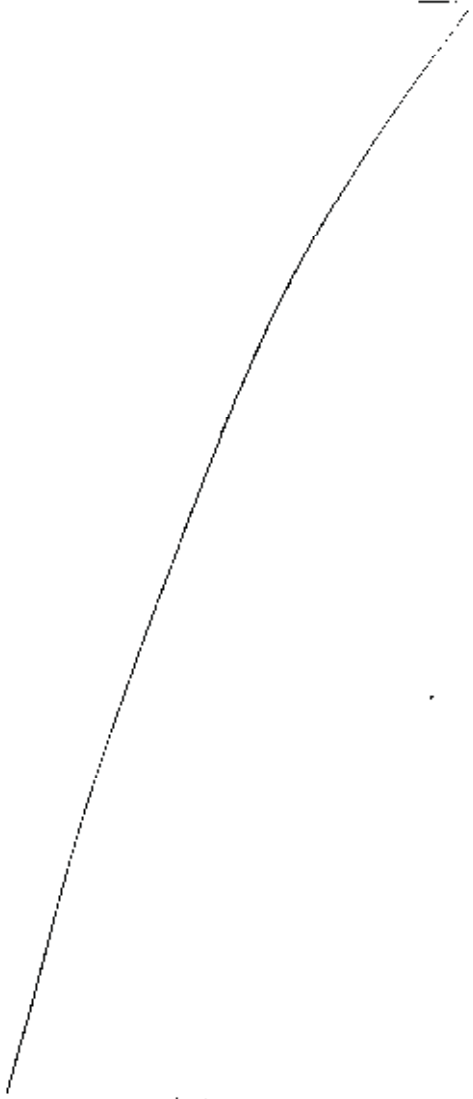
1. Background:

Security Paper Mill (SPM), Hoshangabad was established in 1968 and is one among the nine Industrial units of Security Printing and Minting Corporation of India Limited (SPM/CIL). SPM, an ISO 9001:2000 unit is responsible for manufacturing of different types of Security Papers. Papers manufactured by this unit are used for printing of Currency Notes by Currency Note Press Nashik & Bank Note Press Dewas and for Non-Judicial Stamps being printed by ISP & SPP. SPM, Hoshangabad has the distinction of incorporating numerous security features in paper viz Fluorescence Fibres, Multi-tonal three Dimensional Watermark, Electrotpe Watermark, various types of Security Threads, Taggents, etc

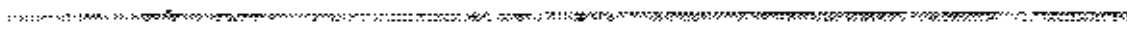
2. Cotton Comber :

Cotton Comber is a basic raw material used for production of security and bank note paper. Since Cotton Comber is generated as a waste by-product during ginning operation of the cotton for making yarns, therefore, its out put in each textile mill vary as per mills production capacity of yarn. SPM, Hoshangabad used to procure about 4000 MT of Cotton Comber each year. This quantity is purchased through various traders, stockists, or directly from different mills. The supply line for the cotton comber is segregated and in particular there is no single mandi or market for this product. As Cotton Comber is an agriculture related item so its rates are cyclic as well as volatile in nature depending upon the production in the season of the cotton and the

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market trend. The stockist of cotton comber collect comber from various mills and undertake cleaning as well as baling operations. Its associated use is as cheaper alternative to cotton in quilts, mattresses etc. .

3. REQUIRED DELIVERY SCHEDULE:

The study shall complete within Sixteen weeks from the award of the work order with following milestones

Deliverables	Form of submission of Report	Within . . . weeks of award of work order
Inception Report	Hard Copy (02 nos)	02 weeks
Draft Report	Hard Copy(02 nos)	10 weeks
Final Study Report	Hard Copy(02 nos)	12 weeks
Final Report	Hard Copy(02 nos) + Soft copy in PDF & Editable format	14 weeks

SPMCIL has signed a Memorandum of Understanding with the Ministry of Finance for year 2011-12. One of the performance parameters enumerated in the MoU is the study of the supply chain management for the cotton comber by 31.12.2011. Hence time is the essence of the study and the prescribed time limit has to be adhered under any circumstances

4. REQUIRED TERMS OF DELIVERY, AND OTHER CONDITIONS:

(i) Submission of Reports

(a) Consultant shall submit the reports as follows:-

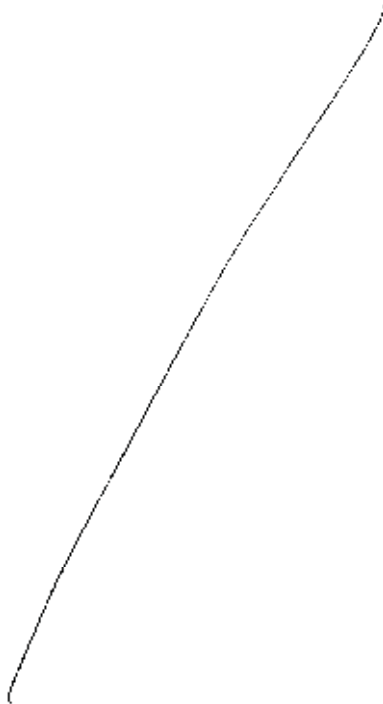
(i) The inception report (2 copies) shall be submitted within two weeks of award of work which should contain the views of the Consultant on the approach of preparation of study report, data to be collected, activities proposed (week-wise), tentative chapters/ content of the report etc. based on the terms of reference.

(ii) Two copies of draft report based on all activities of the terms of reference within Ten weeks of award of work. The consultant shall submit the status report on the study at interval of every two weeks

(iii) After incorporating the comments of SPMCIL and the inputs received from stake holders meeting, submit revised Draft final project report within Twelve weeks

(iv) Submission of Final report (02 copies in hard and one soft copy in CD) incorporating final comments of SPMCIL latest by completion of Fourteen weeks :

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Deliverables	Form of submission of Report	Within weeks of award of work order
Inception Report	Hard Copy (02 nos)	02 weeks
Draft Report	Hard Copy(02 nos)	10 weeks
Draft Final Study Report	Hard Copy(02 nos)	12 weeks
Final Report	Hard Copy(02 nos) + Soft copy in PDF & Editable format	14 weeks

Note: The time limits given above shall be reckoned from date of issue of award of work order or the date of signing of the agreement as the case may be.

5 CLARIFICATION AND / OR INTERPRETATION OF REPORT.

After submission of the final report by the consultant, to the satisfaction of SPMCIL, clarifications are required or doubt arises as to the interpretation of any thing included in the reports, consultants shall, on receipt of written request from SPMCIL, furnish such clarification to the satisfaction of SPMCIL within 30 days without any extra charge, even after completion of study.

6. 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.

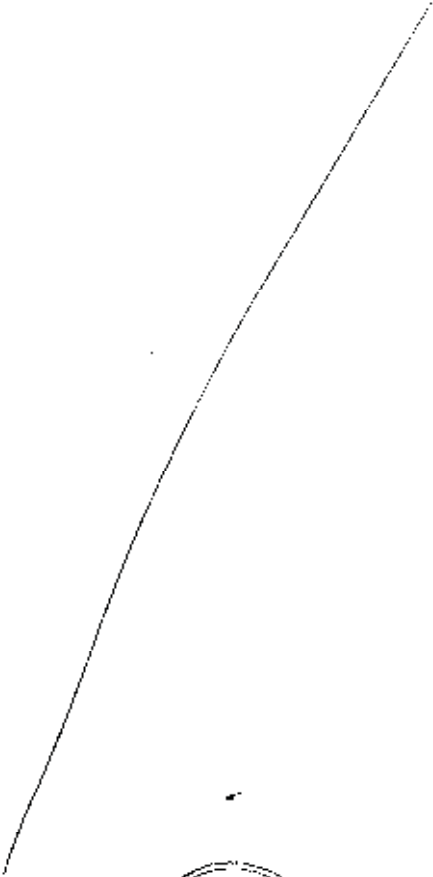
7. The consultant shall not change nature and level of technical experts as well as other staff indicated in the proposal.

8. 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.

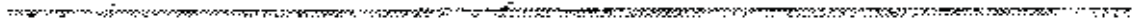
9. The consultant shall observe all care in accordance with recognized of analysis and modeling standards for carrying out the service required under this contract. They shall use for this purpose the highest scientific and most modern means to complete the study requirement.

10. 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. SPM Hoshangabad, Corporate office or collecting data from research institutions, Ministries departments, etc. as may be required in connection with this consultancy work, attending discussions/ meeting/ presentations etc with concerned authorities.

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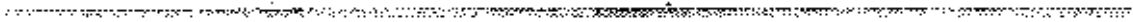
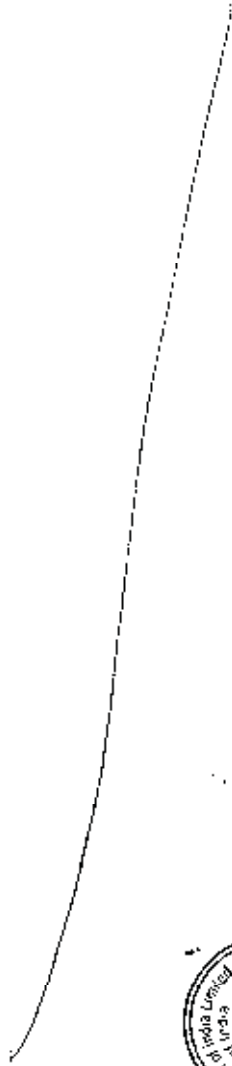
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11. Consultancy fees quoted for the work would deem to have included all the incidental cost including cost of accessing and or collecting database, reports, documents, statistics etc. which would be required to be collected and utilized by the consultant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

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

Handwritten signature or initials, possibly 'A.P.' or similar, enclosed in a circular scribble.

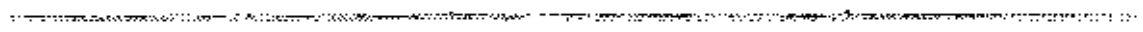
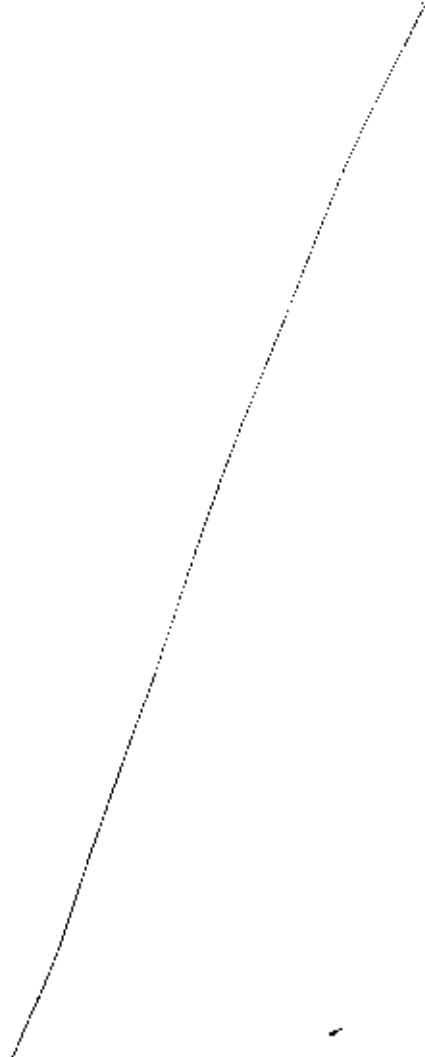


Section VII: Technical Specifications

A. Terms of Reference

The study report may cover following topics in context of the supply chain management of cotton comber:

1. Approximate production of Cotton in India versus Consumption - state wise
2. Approximate quantity of generation of various varieties of Cotton Comber during cotton processing. It must also include quality standards for cotton comber and its varieties like bleached cotton comber, linter pulp etc.
3. Categorization of Industries as large, medium and small, which generate cotton comber as bye-product and quantity of Cotton Comber for each variety being generated in each category - state wise
4. Analysis of properties of various varieties of Cotton Comber and short listing the varieties best suited for currency paper manufacturing. The recommended mix of the varieties eg. Bleached cotton comber, and linter pulp should be included as per International best practices
5. Present methodology of Cotton comber disposal by major industries
6. Alternate use of Cotton Comber-quantity wise
7. Advantages/disadvantages of export of cotton comber versus domestic use
8. Linkage of cotton comber price with prevailing cotton price for arriving at price variation clause during cotton comber procurement
9. Future trends regarding cotton production and technology as well as use of cotton for domestic and international stake holders
10. To examine the present & future cotton comber requirement of Security Paper Mill Hoshangabad. To identify the gap (if any) in assessing the requirement & procurement of cotton comber & to recommend the delivery mechanism including capacity building at SPM Hoshangabad to meet the projected requirement based on future trends.
11. Based on present and future requirement, likely difficulties in cotton comber relating to baling, cleaning, transportation & storage at SPM Hoshangabad with respect to the cyclic nature of the availability and to recommend their remedial measures.
12. Infrastructure facilities for supply of cotton comber at SPM viz nearby warehouses, road connectivity, goods train/track availability, containers providers, suggested preferred mode of transport, loading and unloading & other associated issues
13. Present stock turnover pattern of cotton comber in terms of consumption at SPM for security paper manufacturing.
14. Analyzing Quality testing facility at SPM Hoshangabad & recommending up-gradation in facility, if required



15. Recommending commercially viable integrated mechanism for ensuring smooth supply of cotton comber from Mills to SPM Hoshangabad. This includes all activities along the value chain right from purchase of cotton comber from mill/market, its loading to various mode of transportation, unloading at SPM, quality testing, warehousing, and other associated handling arrangements. Proposed mechanism shall be in line with future trends. Gap if any may also be identified with its remedial measures.
16. The findings of the study are required to be clearly backed with sufficient data and supporting evidence. The conclusion and recommendation are required to be supported with adequate justifications.

B. Methodology of conducting study :

1. Analytical presentation based on the secondary data. The study shall be undertaken using the secondary data sources which may includes Published sources, agriculture statistics, literature review, research data, standard data base ,etc among others.
2. Discussions with official of Security Paper Mill Hoshangabad, SPMCIL corporate office New Delhi, Central Paper Pulp and Research Institute (CPPRI), Saharanpur and other relevant research institutions , Ministry of Agriculture & Textiles relevant Offices & other stakeholders. The study may also require discussion with officials of mills leader in production of cotton comber, and other institutions rendering infrastructural services viz. warehouse, transporters, railways,.etc.
3. Source of important / standard data used for analysis, important facts, excerpt used in study may be given in bibliography of the report.

Note: Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1

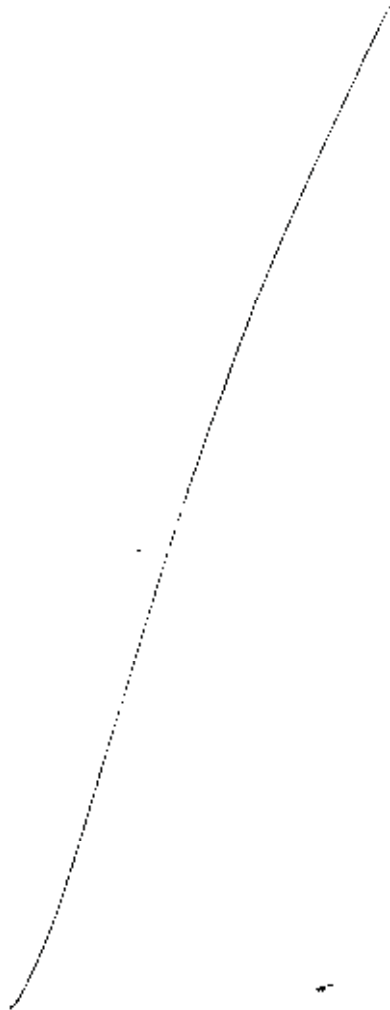
The tenderer is to provide the required details, information, confirmations, etc accordingly, failing which it's tender is liable to be ignored.

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Section VIII: Quality Control Requirements

(Not Applicable for this Tender)

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Section IX: Qualification/Eligibility Criteria

1. Bidder shall have conducted one study on supply chain management for any organization/firm with annual turnover of at least Rs. 10 crores during the financial year of such study in last five financial years ending 31.03.2011. Bidder shall have conducted at least one consultancy assignment based on secondary research data of contract value not less than Rs. 5 lacs for any PSUs/Govt./Statutory Govt. bodies in the last five financial years ending 31.03.2011. The Bidder shall submit a certificate of satisfactory performance/ credentials from their clients.
2. Bidder shall have at least 02 number of experienced (minimum five years) qualified professional on their rolls who have conducted/coordinated such study.
3. Bidder should not have suffered any financial loss for more than one year during the last three years ending 31.03.2011.
4. The net worth of the bidder should not have eroded by more than 30% in the last three years ending 31.03.2011.

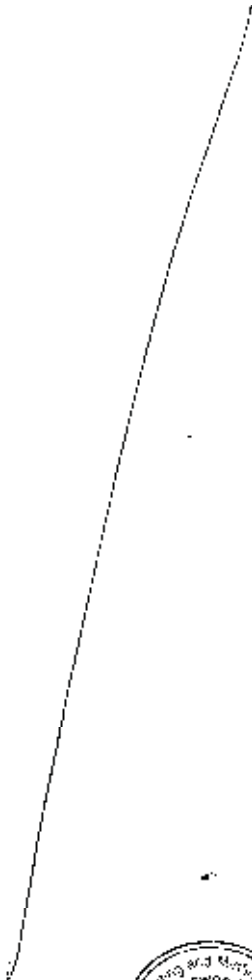
Note:

- (a). Eligibility of any joint partners, Associates not in the employment of the Bidders shall not be considered.
- (b). All financial standing data should be certified by a certified accountant e.g. Chartered Accountant.

Certified copies of documents and other details in support of eligibility criteria as mentioned above should be submitted by the Bidders along with their techno-commercial proposal. Non-submission of relevant documents as mentioned above shall render the offer as incomplete and liable for rejection.

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S/R

[to be inserted by the office inviting tender as applicable to specific tender]

Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.



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Section X: Tender Form

Date.....

To
.....
.....
.....

(complete address of SPMCIL)

Ref: Your Tender document No. dated

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

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

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

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

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

Dated this _____ day of _____

For and on behalf of
(With seal)
Signature

Name
In the capacity of

(DULY AUTHORISED TO SIGN THE BID)



Section XI: Price Schedule

S. No.	Description	Basic Rate (In Rs.)	Service Tax @...% (In Rs.)	Total (In Rs.)
(A)	(B)	(C)	(D)	(E = C+D)
1.	Lump sum professional fee to be charged Cost break-up under following categories shall be provided: a) fee of consultant/professional charges fee. b) Data Collection Charges. c) Documentation Charges. d) Misc. and contingent charges.			

(i) We agree to the terms of payment mentioned under clause 15 of Special conditions of contract (SCC) of the tender document.

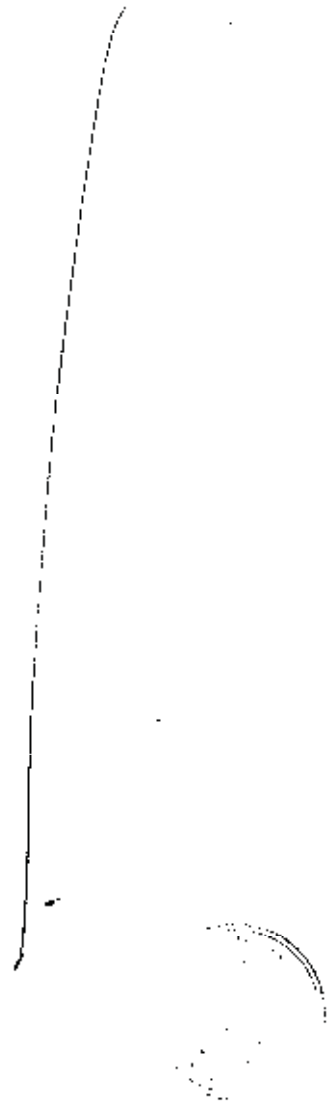
(ii) The lump sum fee to be quoted shall include Consultants own arrangements for the transport, accommodation, TA/DA of their personnel assigned to this project for their field work, visiting SPM Hoshangabad, SPMCIL Corporate office and/or collecting data from research institutions, Ministries, departments, textile mills etc. as may be required in connection with this consultancy work as well as attending discussions/ meeting/ presentations etc with concerned authorities.

(iii) Consultancy fees quoted for the work would deem to have included all the incidental cost including documentation charges, cost of collecting data, reports, documents, statistics etc. which would be required to be collected and utilized by the consultant during the course of the assignment and other misc. contingent charges.

Sign & Seal of the Authorized Signatory

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Section XII: Questionnaire

The tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question/ issue does not apply to a tenderer, the same should be answered with the remark "not applicable".

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

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

1. Brief description and of goods and services offered:
2. Offer is valid for acceptance upto
3. Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India :
Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.
4. Status :
 - a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present SPMCIL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - b) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act?
Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.
5. Please indicate name & full address of your Banker(s):
6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Deptt. of Government of India or by any State Govt.

.....
(Signature with date)

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

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



Price Schedule

PROCUREMENT MANUAL

~~Price Schedule~~

A price schedule appropriate to the nature of the services to be attached here



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Section XIII: Bank Guarantee Form for EMD

Whereas
(hereinafter called the "Tenderer") has submitted its quotation dated
for the supply of
(hereinafter called the "tender")
against SPMCIL's tender enquiry No.
I, now all persons by these presents that we of
.....
(hereinafter called the "Bank")
having our registered office at
are bound unto
(hereinafter called the "SPMCIL")
in the sum of
for which payment will and truly to be made to the said SPMCIL, the Bank
binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20...

The conditions of this obligation are -

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by SPMCIL during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
 - b) fails or refuses to accept/ execute the contract.

We undertake to pay SPMCIL up to the above amount upon receipt of its first written demand, without SPMCIL having to substantiate its demand, provided that in its demand SPMCIL will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty five days after the period of tender validity 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



Section XIV: Manufacturer's Authorization Form

(NOT APPLICABLE FOR THIS TENDER)

To

.....
.....

(Name and address of SPMCIL)

Dear Sirs,

Ref. your Tender document No....., dated

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

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

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

Yours faithfully,

.....
.....

[signature with date, name and designation]

for and on behalf of Messrs.....

[name & address of the manufacturers]

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



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Section XV: Bank Guarantee Form for Performance Security

_____ [insert: Bank's Name, and Address of Issuing 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 contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of
..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons 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.

[Handwritten mark]



[Handwritten initials]



SPMCIL

Contract Form

Section XVI: Contract Form

(Address of SPMCIL's office issuing the contract)

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

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

1. Name & address of the Supplier:
2. SPMCIL's Tender document No..... dated..... and subsequent Amendment No....., dated..... (If any), issued by SPMCIL
3. Supplier's Tender No..... dated..... and subsequent communication(s) No..... dated (If any), exchanged between the supplier and SPMCIL in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) SPMCIL's Notification of Award

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:



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PROCUREMENT MANUAL

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

Any other additional services (if applicable) and cost 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:

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Section XVII: Letter of Authority for attending a Bid Opening

(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

Subject: Authorization for attending bid opening on _____ (date)
in the Tender of _____

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

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

Note:

1. Maximum of two representatives will be permitted to attend 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.



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

Income Tax Clearance Certificate No.....Dated.....(enclosed)

Modvat Certificate No.....(enclosed)

Excise Duty Gate pass.....(enclosed)

Place and Date

Received Rs.....(Rupees).....

I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier

Handwritten signature and a circular stamp.