



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3900562
Dated/दिनांक : 11-09-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-10-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-10-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Economic Affairs
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmci)
Office Name/कार्यालय का नाम	Janpath
Total Quantity/कुल मात्रा	2600
Item Category/मद केटेगरी	Cotton Comber (Q3)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Is Part Quantity Bidding Allowed?	Yes
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	1773000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	9

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

SECURITY PAPER MILL, NARMADAPURAM
SECURITY PAPER MILL, NARMADAPURAM
(Security Paper Mill, Narmadapuram)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	3
Split Criteria based on which quantity will be distributed	50:30:20 or 70:30

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

Part Quantity Bidding

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

Itemwise Minimum Capacity Required From Seller

S.No.	Item Category	Item Quantity	Minimum Capacity
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S.No.	Item Category	Item Quantity	Minimum Capacity
1	Cotton Comber	2600	1300

Cotton Comber (2600 metric tonne)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Neeraj Kumar	461005,Security Paper Mill ,Narmadapuram , Madhya Pradesh	2600	120

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

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

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

SECURITY PAPER MILL
payable at
NARMADAPURAM

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

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

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

SECURITY PAPER MILL
payable at
NARMADAPURAM

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

SECURITY PAPER MILL
payable at
NARMADAPURAM

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

SECURITY PAPER MILL, NARMADAPURAM

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS (ATC)

i) Required Terms of Delivery: F.O.R. Security Paper Mill Narmadapuram (Duly Unloaded) Transport the contracted material/supplies only through Registered Common Carriers.

ii) Payment Terms: 100% on receipt and acceptance (suitability) of goods by the SPM, Narmadapuram and on production of all required documents by the supplier.

iii) Bidder Should Quote Prices Inclusive of GST And All Cost Components Such As Packing & Forwarding Details, Freight & Insurance Charges upto Destination etc. on FOR Security Paper Mill, Narmadapuram (Madhya Pradesh), India basis only.

iv) Splitting may be done among maximum Three (03) Bidders in the ratio of 50:30:20 of the Total bid quantity.

(i) Parallel contracts, with more than one bidder (for the same contract) may be concluded in the following cases:

(a) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying (or has quoted for) and there was no prior stipulation in the NIT/ SIT to split the quantities, then the quantity being finally ordered may be distributed among the other bidders by counter offering the L1 rate in a manner that is fair, transparent, and equitable. L-1 bidder must quote for minimum 60% of quantity.

(b) When it is decided in advance to have more than one source of supply due to the critical/ strategic/ specific nature of the supplies/ goods (and rate contracts are not appropriate for such goods) parallel contract clause should be added to the bid documents, clearly stating that SPMCIL reserves the right to split the contract quantity between suppliers. The manner of deciding relative share of lowest bidder (L1)

contractor and the rest of the tenderers should be clearly defined, along with the minimum number of suppliers sought for the contract. In case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively, may be used – a different ratio may also be justified. These ratios are approximate and SPMCIL reserves its right to marginally vary quantities to suit capacity of the firm/ unit loads of packing or transportation. However, the requirements may not be split into a number of tenders of smaller quantities for the reason that one supplier may not be able to supply the entire quantity. It should also be mentioned in such cases that the firms should not quote for less than 25% of the tendered quantity; otherwise, their offer would be considered as unresponsive.

(ii) Before splitting the quantity, it should be ensured that the L1 price is reasonable. If it is not reasonable, negotiation with the L1 party may be carried out with the approval of the CFA. The following guidelines are to be considered while opting for parallel contracts:

(a) L1 should be awarded at least the percentage mentioned above or his spare supply capacity, whichever is lower; and

(b) For the rest of the contract quantity, the lowest rate accepted will be counter offered to the L2 party. On acceptance of the counteroffer, the order will be placed on L2 for the respective percentage or the spare supply capacity of the L2 bidder, whichever is lower, and so on to other tenderers. In case

of non-acceptance of the counteroffer by L2 party, a similar offer shall be made to L3 and L4 and so on.

(iii) For MSE firms, Parallel contract is applicable as per MSME guidelines issued time to time.

v) QUALIFICATION/ELIGIBILITY CRITERIA:

(i) Experience & Past Performance:

The bidder (*manufacturer or principal of authorised representative–hereinafter referred simply as ‘The Bidder’*) should have manufactured and supplied cotton comber of at least 1040 MT in any one of the last five years ending on 31st March 2023.

(Note: ‘Start-ups and Micro and Small Enterprises’ are exempted from ‘Experience and Past Performance Criteria’)

(ii) Capability Equipment & Manufacturing Facilities:

- a. The Bidder must have an annual Capacity to manufacture and supply at least 1040 MT of COT TON COMBER.
- b. The bidder has to submit the following details along with the bid:
 - i) Name of the machine utilized to supply the quoted product.
 - ii) The number of machines being utilized for the production and the capacity of each machine
 - iii) Total Annual capacity of Manufacturer.
 - iv) Supply orders in hand and proportionate capacity to supply quoted amount.

(iii) Financial Standing:

- a) The average annual financial turnover of the bidder during the last three years, ending on 31.03.2023, should be at least **Rs. 14,18,76,800/-** as per the annual report (*audited balance sheet and profit & loss account*) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

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

- b) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31.03.2023.
- c)
 - i) The net worth of the Bidder should not be negative on 31.03.2023 and also
 - ii) should not have eroded by more than 30% in the last three years, ending on 31.03.2023.

Note:

1. *All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified from the parties for whom work has been done.*
2. *All financial standings data should be certified by Certified Accountant's e.g. Chartered Accountants (CA) in India and Certified Public Accountants/Chartered Accountants of other countries.*
3. *Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.*
4. ***For Existing successful Past Suppliers:*** *In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.*

vi) If required SPM may visit the factory during techno-commercial bid stage, to ascertain the bidder manufacturing capability & quality control methodology.

vii) Performance of the bidder in executing the previous/current contract/orders of SPM shall be taken into account during technical evaluation. The bids of the tenderers who were not able to comply PO original delivery schedule and unsuccessful in completing the previous orders of SPM without any valid reason are liable to be ignored/rejected.

viii) Liquidated Damages (LD) Clause: If the contractor fails to deliver the goods and/or services or any installment thereof within the Delivery Period, SPM Narmadapuram shall, without prejudice to other rights a

and remedies available to SPM, Narmadapuram under the contract, deduct from the contract price, as Liquidated damages, a sum equivalent to the rate of 0.5 Percent of the delivered price of the delayed goods and/or services along with applicable GST of 18% on the LD amount for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (plus GST on the LD amount) of the delayed goods or services.

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

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

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

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

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

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

xiii) Manufacturer Authorization Certificate:

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

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

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

xv) Delivery Schedule: Delivery Schedule shall be in staggered manner as per below:

Sr. No.	Delivery Period	Quantity
1	Within 30 days from the date of issue of contract in GeM.	500 MT
2	b/w 31 to 60 days from the date of issue of contract in GeM.	500 MT
3	b/w 61 to 90 days from the date of issue of contract in GeM.	800 MT
4	b/w 91 to 120 days from the date of issue of contract in GeM.	800 MT
Total		2600 MT

xvi) Dispatches:

- a.** The material may be dispatched through Road.
- b.** The supplier should indicate the Bale No. on each of the bales and accordingly also enclose the individual bale-wise weight list in duplicate with documents to enable us to process supplier bills and same should be followed for all supplies, failing which payment will be withheld.
- c.** The dispatch should be made strictly as per the delivery schedule which will be indicated in our supply order. Advance supplies may not be accepted without prior permission.
- d.** Date of receipt of the material in the Mill will be taken as date of delivery.
- e.** While dispatching the material by truck please ensure that the truck driver are holding valid and original license with them failing which the truck may not be allowed to enter the Security Paper Mill premises and may be sent back without unloading at their risk and cost.
- f.** The truck may be detained for the 2/3 days in case of pre-occupation.
- g.** Unloading of consignment at our site and arrangement of the same in a systematic manner as required by our Stores Department is to be arranged by the supplier.
- h.** It is to be ensured that persons engaged for unloading possess necessary police clearance and the work under necessary security check by the CISF.
- i.** The Chief General Manager, Security Paper Mill, Narmadapuram, reserve the right without assigning the reason:-
- To short-close / foreclose the order at any time during process of supply against our supply order.
 - To reduce the tender quantity at the time of concluding the final supply order/contract.
- j.** As the procurement is being done for Government (Wholly owned unit of Govt. of India) all the rules applicable for procurement of Government stores will be applicable to those goods.

xvii) Weight Shortage:-

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

xviii) Godown Rent:

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

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

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

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

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

xix) Non-Delivery of Material:

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

xx) COMPLIANCE OF LABOUR LAWS:

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

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

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

xxi) WARRANTY CLAUSE:

21.1 The warranty shall remain valid for three months after the goods have been delivered to the final destination and accepted by SPM in terms of the contract .

21.2 In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.

21.3 Upon receipt of such notice, the supplier shall, with all reasonable speed replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPM for such replaced parts/ goods thereafter.

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

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

r.

xxii) QUANTIFICATION OF REJECTION WHILE CONSUMPTION DURING PRODUCTION:

In case quality of Cotton Comber found inferior (dirt/color particles/ other impurities etc.) while consumption during production at SPM. Then, following formula may be adopted to quantify the rejection:

$$X = N1 * (C/N)$$

C = Total Net Weight of the Consignment in MT

N = Total No. of Bales in the Consignment

N1 = No. of Bales of the Consignment Rejected

X = Total Net Weight of "N1" Rejected Bales in MT

As per above formula "N1" no. of bales weighing "X" MT is rejected due to inferior quality observed while consumption during production and the bidder is liable to replace the rejected quantity with 30 days from the date of intimation by SPM, Narmadapuram, otherwise Godown rent will be applicable as per tender condition.

9. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

SECTION VII: TECHNICAL SPECIFICATIONS

Cotton Comber noil absolutely clean, free from colour thread, plastic, nylon ropes, dirt, dust, husk, grit, synthetics, card room waste and other contaminants, and confirming to the following specifications:-

Dry Content	- 92.0% (min.)
Colour	- Natural absolutely white/off white
Fluorescence	- i) Absolutely free from fluorescence fibers and additives - ii) Inactive under U.V. light at 365nm
Cellulose %	- 98% (min.)(Alpha Cellulose of Bleached Comber) As per IS-1060 Part-II
pH (cold extraction)	- 6.0 - 7.5 As per TAPPI T-509
Physical Observation	- Free from Synthetics, Waste of spinning mill Fungus / Oil and grease, Insects, Stones, metals, Packing materials, etc.



SECTION VIII: QUALITY CONTROL REQUIREMENTS

1. QUALITY ASSURANCE:

The supplier shall ensure that the material supplied is manufactured in accordance with the technical specifications given in this tender document SECTION-VII Technical Specifications.

The material supplied shall be inspected at SPM Hoshangabad site as follows:

Before Unloading of the Consignment:

Visual Inspection: Preliminarily, a visual inspection will be carried out at site for assurance that the cotton comber lot is free from color, thread, plastic, nylon ropes, dirt, dust, husk, grit, synthetics, waste of spinning mill fungus/oil & grease, insects, stones, metals, packing materials and other contaminants etc. If the lot fails the above primary level test, the lot consignment is liable to be rejected and no payment for that consignment will be made.

After Unloading of the Consignment:

Laboratory Test: The Laboratory test will be carried out as per specified standards mentioned in Technical specifications (Section-VII). The lot will be rejected if it fails the above mentioned laboratory tests and no payment will be made for that consignment.

As regards quality, SPM Hoshangabad laboratory analysis report will be final and SPM decision on acceptance or rejection will be final and binding on supplier.

2. PACKING:

Successful vendor should supply absolutely clean cotton comber and should be exactly as per specification and absolutely free from color threads, plastic, fiber, nylon, ropes, dirt husk, grit, synthetics, and other contaminants. It is desired that the comber bales supplied should be as per the below mentioned packing standards.

Packing Standards for Bales:

a) The details of bale and unit size should be as follows:

Description	Unit of Material	Size
Weight of the bale	Kg. (Air Dried)	160 ± 10
Breadth of the bale	Cm	60 ± 05
Width of the bale	Cm	50 ± 05
Height of the bale	Cm	130 ± 10
Tare weight of packaging material	Kg. (max.)	3.5

b) The whole consignment shall be rejected if colour of the cotton comber is found other than naturally absolutely white/off white.



- c) The firm should mention the tare weight of the bales which is not to be exceeding 3.5 kgs per bale. The payment will be made on the net weight after deducting the tare weight. The firm should submit the bills accordingly after deducting the total tare weight of each consignment.
- d) If the tare weight of the bales found more than 20% of the limit prescribed above i.e 3.5 kgs/bale, during assessment at our end, penalty of triple the weight of tare will be imposed and same will be debited from the account of supplier without their confirmation and their payment will be settled accordingly
- e) The packing material should be clean, free from dust and other foreign material, etc.
- f) The bales of cotton comber is to be fully pressed, packed and supplied, in white fabric cloth and fastened with PP/PET straps to avoid contamination during storage and transit. No knitting cloth/banyan cloth/jute packing shall be accepted.
- g) Each bale should be marked with indelible ink as Name of supplier, Sr. no. of each bale, Gross tare weight and should invariably enclose individual bale wise weight list in duplicate with documents to enable us to verify and process your bills and same should be followed for all supplies, failing which payment will be withheld.
- h) During transporting through road, the supplier must dispatch the same in a lockable steel load body truck for avoiding any pilferage etc. and must be sent duly insured at his cost.
- i) Supply in loose bags/ uncovered bales/ partially covered bales, half pressed bales, etc. will be rejected at supplier risk and cost.

3. INSPECTION:

The supplier should supply the material strictly as per the specification mentioned in the technical specification Section VII and in line with the packing and marking terms. A pre-dispatch inspection may be carried out by SPM, if desired by SPM. The supplier has to inform well in advance so that the inspection will be carried out by the SPM team.

Cotton comber supplied will be inspected at SPM site. Quantity as ascertained on receipt of above material at SPM site will be treated as quantity supplied wherever the package/materials are received intact. For each supply/ consignment, test/quality certificate should be sent without fail.

Material not meeting SPM specifications will be rejected outright and the rejected material shall be taken back immediately, if the material is not lifted back on time then the charges will be applicable as per Godown rent clause of the tender.

As regards quality, SPM laboratory analysis report will be final and SPM decision on acceptance or rejection will be final and bindings will be on the supplier

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

(to be submitted on Letter Head)

Vendor Code: _____

M/s _____

PAN _____

GSTIN _____

I/We _____ (Legal Name and complete address) _____, PAN:

_____ (PAN no) _____, TAN: _____ (TAN no.)

_____, referring to the provisions of 206AB of the IT Act, 1961, hereby declare the following:-

Financial Year	Aggregate TDS & TCS credit in our name was Rs. 50,000 or more ("Yes/ No")	Income Tax Return ("ITR") Filed ("Yes/No")	E-filing Acknowledgment Number (15 digit - numeric) (Attach copy of acknowledgments)	Date of Filing of Return of Income u/s 139(1) (DD/MM/YYYY)	Linked PAN with Aadhaar number or will link it before 30 Jun 2021 (or any further date as may be notified by CBDT ("Yes / No")
2021-22					
2022-23					

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

FOR _____

Authorized Signatory

Date:

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

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

(To be submitted on the Letter Head)

DECLARATION

We do hereby declare that,

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

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....

(To be submitted on the Letter Head)

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

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

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

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....

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

SECTION XIV: MANUFACTURER'S AUTHORIZATION FORM

To,

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

Ref: Your Tender document No, dated

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

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

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

Yours faithfully,

.....
.....

[Signature with date, name, and designation]

for and on behalf of Messrs.....

Name & address of the manufacturers

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

PRE-BID/PRE-CONTRACT INTEGRITY PACT
(To be signed on Plain Paper)

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202_ at _____, India

BETWEEN

SPMCIL, a Miniratna Category I, Public Sector Enterprise of the Ministry of Finance, Government of India, (hereinafter called the “The Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s. _____ (hereinafter called the “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for _____, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the ‘The Principal’

- (1) The Principal’ commits itself to take all measures necessary to prevent Corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder / Contractor'

- (1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The 'Bidder/ Contractor' will not, directly or through any other person or firm, officer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The 'Bidder/ Contractor' will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certification, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The 'Bidder/ Contractor' will not commit any offence under the relevant IPC/PC Act; further the 'Bidder/ Contractor' will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder/Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/Contractor. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annex to this agreement.
 - e. The 'Bidder/ Contractor' will, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder /Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
 - g. Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

- h. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
 - i. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.
- (2) The 'Bidder/ Contractor' will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/Contractor', before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do

not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman and Managing Director of SPMCIL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman and Managing Director of SPMCIL and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- (7) The Monitor will submit a written report to the Chairman and Managing Director of

SPMCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

- (8) If the Monitor has reported to the Chairman and Managing Director of SPMCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman and Managing Director of SPMCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.
- (10) IP would be implemented through a panel of Independent External Monitors (IEMs), appointed by the organization. The IEM would review independently and objectively, whether and to what extent parties have complied with their obligations under the Pact on receipt of any complaint by them from the bidder(s).
- (11) Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.
- (12) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the record, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- (13) The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariable persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- (14) The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him/her or directed to him/her by the Commission. CVO and /or the officials of the vigilance wing should not be associated by IEMs during examination of the complaints in any manner.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of SPMCIL.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) The person who will sign the IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- (7) The final responsibility for implementation of IP vests with the Head of organization/ CMD/CEO of the organization.
- (8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and On behalf of the Principal

For and On behalf of 'Bidder/Contractor

(Name of the Officer and
Designation)(Office Seal)

(Name of the Officer and Designation)
(Office Seal)

Place:

Date:

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annex to Integrity Pact

Guidelines for Indian Agents of Foreign Suppliers

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with SPMCIL shall apply for registration in the registration form with appropriate unit.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the OEM, whether should be brought on record in the Agreement and be made explicit.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:

2.1.1 The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by SPMCIL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The 'Bidder/ Contractor' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 'Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by SPMCIL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraphs above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by SPMCIL. Besides this there would be a penalty of banning business dealings with SPMCIL or damage or payment of a named sum.

Checklist of Documents for Technical Bid

S. No.	Documents Required	Submitted (✓)
1	Earnest Money Deposit (EMD) (Exempted for MSE Firm)	()
2	Certificate of Local Content as per Public Procurement (Preference to Make in India), Order 2017	()
3	Duly Seal & Signed Section VII: Technical Specifications & Section VIII: Quality Control Requirements	()
4	Buyer added Specific ATC Declarations (Annexure-I, II & III)	()
5	Manufacturer/OEM Authorization Certificate	()
6	Experience & Past Performance Documents as per Buyer added Bid Specific ATC point no. (v)(i)	()
7	Capability Equipment & Manufacturing Facilities Documents as per Buyer added Bid Specific ATC point no. (v)(ii)	()
8	Financial Standings Documents as per Buyer added Bid Specific ATC point no. 1(v)(iii)	()
9	Acceptance of Staggered Delivery Schedule as per Buyer Added Bid Specific ATC point no. xv. Delivery Schedule	()