

प्रतिभूति कागज कारखाना, नर्मदापुरम-461005 (म.प्र.)

(भारत प्रतिभूति मुद्रण तथा मुद्रा निर्माण निगम लिमिटेड की इकाई)

भारत सरकार के पूर्ण स्वामित्वाधीन

(मिनोरेल श्रेणी-1 सीपीएसई एवं आई.एस.ओ 9001:2015, 14001:2015, 45001:2018, 50001:2018 एवं आई.ई.सी.17025:2017 प्रमाणित

SECURITY PAPER MILL, NARMADAPURAM - 461005 (MP)

(A Unit of Security Printing & Minting Corporation of India Limited)

Wholly owned by Government of India

Miniratna Category-I CPSE & ISO 9001:2015, 14001:2015, 45001:2018, 50001:2018 & IEC17025:2017 Certified

CIN:U22213DL2006GOI144763, GSTIN: 23AAJCS6111J3ZE



Tel. No.: 07574-255259, Fax No.07574-255170, E-mail: gm.spm@spmcil.com, Website: <http://spmarmadapuram.spmcil.com>

Security Classification: **Security Item**

NATIONAL (NCB) PRE-QUALIFICATION BID (PQB) NOTICE FOR PROCUREMENT OF 1,02,000 KM OF 2MM COLOUR SHIFT SECURITY THREAD FOR CWBN PAPER.

PQB Tender No. 2MM/CS-ST/PQB/2024-25/338

Date: 06.06.2024

This Tender Document Contains 41Pages. Tender Documents is issued to:

M/s. -----

Address-----

Details of Contact person in SPMCIL regarding this tender:

**Name, Designation : Sanjay Kumar Gavaskar,
Dy. General Manager (Material) & CPSO**

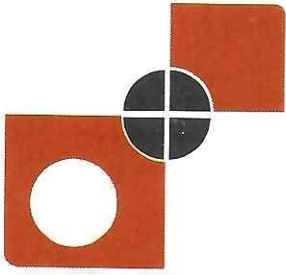
**Address : Security Paper Mill,
Narmadapuram - 461 005 (M.P.) India.**

Phone : 07574-286776/286487

Fax : 07574-255170

Email : sanjay.gavaskar@spmcil.com





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आज़ादी का
अमृत महोत्सव



सूचना का
अधिकार
RIGHT TO
INFORMATION

Tel. No.: 07574-255259, Fax No.07574-255170, E-mail: gm.spm@spmCIL.com, Website: <http://spmNarmadapuram.spmCIL.com>

(SECTION-I)

NOTICE INVITING TENDER (NIT)

PQB Tender No. 2MM/CS-ST/PQB/2024-25/338

Date: 06.06.2024

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)	Remarks
1.	2MM COLOUR SHIFT SECURITY THREAD FOR CWBN PAPER.	1,02,000 KM	--

Type Of Tender :	Pre-Qualification Bid (NCB)
Dates and place of issue to Tender documents:	From 06.06.2024 to 08.07.2024 during office hours.
Closing Date and time for receipt of pre-qualification bid :	Up to 09.07.2024 till 11.00 Hrs. (IST)
Place of receipt of tenders :	Security Paper Mill, Narmadapuram (M.P.)
Time and date of opening of pre-qualification bid applications :	15.00 Hrs. (IST) On 09.07.2024
Place of opening of pre-qualification bid :	Security Paper Mill, Narmadapuram (M.P.)
Nominated Person/ Designation for receive bulky Tenders :	Dy. General Manager (Material) & CPSO, Security Paper Mill, Narmadapuram (M.P.)

2. Interested tenderers may obtain further information about this requirement from the Office of **The Chief General Manager, Security Paper Mill, Narmadapuram**. They may also visit our website mentioned above for further details.



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3. Tenderer may also download the tender documents from the web site <https://spmarmadapuram.spmcil.com> or <https://eprocure.gov.in> and submit its tender by utilizing the downloaded document.
4. 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.

Address for dropping the tender documents.

The Chief General Manager,
Security Paper Mill,
Narmadapuram - 461 005 (M.P.) India.

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

6. Public Procurement Policy for Micro and Small Enterprises (MSEs):

- I) From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.
- II) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
- III) The policy is applicable to all the Central Government Ministries/Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/PSUs.
 - 1) To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities.



- 2) Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank. For arbitration and conciliation regarding recovery of such payments and interests, Micro and Small Enterprises Facilitation Council has been setup in states.
- 3) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty five) per cent of total tendered value. The 25(twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
- 4) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs.

MSEs would be treated as owned by SC/ ST entrepreneurs:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
 - b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
 - c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- IV) If subcontract is given to MSEs, it will be considered as procurement from MSEs.
- V) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- VI) To develop MSE vendors so as to achieve their targets for MSEs procurement, Central Government Ministries /Departments /PSUs shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal. In order to develop vendors belonging to MSEs for Public Procurement Policy, the Ministry of MSME is regularly organizing State Level VDPs and National Level VDPs under the Procurement and Marketing Support Scheme. For enhancing participation of MSEs owned by SCs /STs/ Women in Government procurement, Central Government Ministries/ Departments/ CPSUs have to take the following steps:



- a) Special Vendor Development Programmes/ Buyer-Seller Meets would be conducted by Departments/ CPSUs for SC/STs and Women.
 - b) Outreach programmes will be conducted by National Small Industries Corporation (NSIC) to cover more and more MSEs from SC/STs under its schemes of consortia formation; and
 - c) NSIC would open a special window for SCs/STs under its Single Point Registration Scheme (SPRS).
 - d) A National SC/ST hub scheme was launched in October, 2016, for providing handholding support to SC/ST entrepreneur which is being coordinated/ implemented by the NSIC under this Ministry.
- VII) Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- VIII) This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.
- IX) To monitor the progress of procurement by Central Government Ministries/ Departments and CPSUs from MSEs, Ministry of MSME has launched the MSME 'Sambandh' Portal on 8th December, 2017 for uploading procurement details by all CPSUs on a monthly and an annual basis which is regularly monitored by the Ministry.
- X) To redress the grievances of MSEs related to non-compliance of the Policy a Grievance cell named "CHAMPION Portal" has been set up in the Ministry of MSME.

7. Preference to Make in India:

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order:-

- a) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- b) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.



- c) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- d) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- e) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

8. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement:

- a) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para (i)(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
- c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

9. Purchase Preference:

- a) Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- b) In the procurements of goods or works, which are covered by para 2.8.3.1(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1. 2. If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1.



2. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para 2.8.3.1(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 4. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

10. Minimum local content:

The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50 (fifty) percent. For 'Class-II local supplier', the 'local content' requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for 'Class-I local supplier' / 'Class-II local supplier' respectively.



11. Verification of local content:

- a) The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide selfcertification that the item offered meets the local content requirement for 'ClassI local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

- i) The bidder have to submit the documents pertaining to their foreign manufacturer who holds intellectual property rights, meets all the criteria mention in Section II-1 without exemption.
- ii) The bidder have to submit appropriate documentary proof for technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content.
- iii) The bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

Note:- As this is NCB, Tender, Non-Local supplier shall not be eligible to participate in the Tender.

13. The tender documents are not transferable.



14. Content of Tender Documents: The Tender Document includes:

- (a) Section I : Notice inviting tender.
- (b) Section II : Eligibility Criteria.
- (c) Section III : General Instructions for the bidders.
- (d) Section IV : Application for Pre-qualification.
- (e) Section V : Form of Manufacturer's authorization letter.
- (f) Section VI : Format for Details of Key personnel
- (g) Section VII : Pre-Bid/Pre-contract integrity Pact.
- (h) Section VIII : Letter of Authority for attending a bid opening.
- (i) Annexure-I : Capacity and Capability Assessment Form.

15. SPMCIL has appointed following Independent External Monitors (IEMs) for the integrity pact in consultation with Central Vigilance Commission (CVC):

- 1) Shri Anil Kumar,
House no. 19, Defense Enclave,
Near Preet Vihar Metro Station,
Vikas Marg, Delhi - 110092.
Email ID: *anilsec1953@gmail.com*

- 2) Ms. Nirmal Kaur,
D-1/12, Nepal House, Doranda,
Ranchi-834002
Email ID: *nirmalkaur1983@gmail.com*

Gavaskar
06/06/2024

(Sanjay Kumar Gavaskar)
Dy. General Manager (Material) & CPSO
For -Chief General Manager
Security Paper Mill, Narmadapuram-461005 (M.P.)
Ph. No: 07574-286776/286847
Fax No: 07574-255170



ELIGIBILITY CRITERIA

1. The Bidder firm should meet following eligibility criteria to qualify in the prequalification bid:

a. Experience and past performance:

The Bidder (manufacturer or principal of authorized representative- hereinafter referred simply as 'The Bidder') should have manufactured and supplied Colour Shift Security Thread for CWBN Paper of at least **40,800 KM** quantity to any Security Paper Manufacturer/ Government agencies in any one year during the last 5 years ending March 31st 2023.

(Note: 'Startups and Micro and Small Enterprises' are exempted from 'Experience and Past Performance Criteria')

b. Capability, equipment and manufacturing facilities:

i. The Bidder must have an annual Capacity to manufacture and supply at least **40,800 KM** of Colour Shift Security Thread for CWBN Paper.

ii. The bidder also has to submit the following details along with the bid:

- a. Name of the machine utilized to supply the quoted product.
- b. The number of the machine being utilized for the production and the capacity of each machine.
- c. Total Annual Capacity of the Manufacturer.
- d. Supply order in hand and proportionate capacity to supply quoted quantity.

iii. If required, SPM may visit the factory during PQB stage, to ascertain the bidder manufacturing capability & quality control methodology.

Firm should submit the Capacity and Capability Assessment Form (As enclosed in Tender Document)

{Note: The requirement stated under capability, equipment and manufacturing facilities are applicable to all the bidders including MSEs & Startup Firms.}

c. Financial standing:

i. The average annual financial turnover of the bidder during the last three (3) years i.e. 2020-21, 2021-22 and 2022-23 ending on **March 31st 2023**, should be at least **Rs. 10,15,83,840.00** 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.

ii. The net worth of the Bidder should not be negative on **March 31st 2023** and also

iii. should not have eroded by more than **30%** in the last three (3) years i.e. 2020-21, 2021-22 and 2022-23 ending on **March 31st 2023**.



{Note-1: For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempted. However, its capacity and capability may be verified (if necessary) by the purchaser as per the standard format i.e. CAPACITY AND CAPABILITY ASSESSMENT FORM (As enclosed in Tender Document)}

{Note-2: All financial standing data should be certified by accountant's e.g. Chartered Accounts (CA) in India and Certified Public Accountants/Chartered Accountants of other countries.}

2. The bidder shall provide the details of the ownership of the company and details of owners/ directors along with complete addresses of the owners/ directors and their other activities. If the company is owned by another company, similar details of the owner should be provided. The details are to be provided as per the format given in Section VI: Format for Details of Key personnel of the bidders company and Annexure: Self declaration for Company and Director(s). Also inform who is the ultimate beneficial ownership of the bidding firm along with the details such address, age, parentage, passport details etc. of shareholding.
3. If the bidder firm doesn't have the in-house Colour Shift Security Thread manufacturing facilities, the bidder shall provide the details of the ownership of the Colour Shift Security Thread Manufacturer and details of their owners/ directors along with complete addresses of the owners/ directors and their other activities. If the company is owned by another company similar details of the owner should also be provided. The details are to be provided as per the format given Section VI: Format for Details of Key personnel of the bidders company and Annexure: Self declaration for Company and Director(s). Also inform who is the ultimate beneficial ownership of the bidding firm along with the details such address, age, parentage, passport details etc. of shareholding.
4. 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 will be verified from the parties for whom work has been done. The bidder has to submit self-attested copies of Purchase orders issued by customers and corresponding performance certificate.
5. The bidder has to submit a copy of audited financial documents (Balance sheets, Profit & Loss account statements etc.) or Audited Annual reports in support of clause no.1(c) above.
6. All the above financial data has to be duly certified by certified accountants e.g. Chartered Accountants (CA) in India and Certified Public Accountant/ Chartered Accountant in other countries. The financial data and documents certified by any other authority shall not be accepted. Bidders from outside India have to submit Audited Financial Reports translated to English Language and certified by Certified Public Accountant as per law of land.



7. Other Eligibility requirements for the Bidders:

- a) Application to be submitted as per Section-IV.
- b) The application should be submitted in English Language. The authenticated copies of the documents in support of the applicant's claims must be submitted in English language.
- c) The bidder shall indicate/certify that authorized signatory is competent and legally authorized to submit the tender and/or to enter into legally binding contract.
- d) Manufacturers/manufacturers under license or their authorized dealers who are exclusively appointed by the principal manufacturer to represent them in the country shall be eligible to apply or to take part in the bid. One manufacturer can authorize only one agent/ dealer. Also, one agent cannot represent more than one supplier or quote on their behalf in this tender enquiry. Such quote is likely to be rejected.
- e) Principal manufacturer should meet all the Qualifying/Eligibility Criteria. In case, the authorized agent is submitting the tender documents, they shall also submit necessary details of key personnel of 'Bidder as well as the Principal Manufacturer' as per Section VI (Format for submission of Key Personnel details) for security clearance.
- f) **Manufacturer's Authorization Letter:** In case the bidder firm/ bidder offers to supply "2mm Colour Shift Security Thread", which is manufactured by some other firm, the bidder has to be duly authorized by the manufacturer of the stated material to quote for and supply the same to Security Paper Mill, Narmadapuram, a unit of SPMCIL. The bidder shall submit the Manufacturer's Authorization Letter to this effect as per the standard form provided under Section V in this document.
- g) It is mandatory for the bidder/supplier/Principal Manufacturer to inform Security Paper Mill, Narmadapuram regarding any changes in management control (Directors / Key-personnel / ownership of the company / operator(s) / executing the project etc.) of the bidder/supplier/Principal Manufacturer.
- h) An undertaking from the bidder(s) regarding their "declaration of no change in Board of Directors/Key persons" since the last security clearance granted to them shall be submitted with the PQB document, if applicable.

NOTE: If an agent is participating on behalf of a Manufacturer with the support of Manufacturer Authorization Certificate, the above said eligibility criteria should be complied by Manufacturer only.

8. Following Undertaking has to be submitted by the bidder:

- a) *Undertaking that the product/service supplied by the bidders to India should be exclusive and this product/service should not be supplied by the bidders to other countries.*
- b) *Undertaking that the operations carried out in Pakistan/China, if any, will be suitably firewalled from the contract/operations with Govt. of India and no employee who has previously worked or been posted in Pakistan/China and No Pakistani/Chinese national or a person of Pakistani/Chinese origin will be engaged by the company for this project.*



- c) Undertaking that if the company/bidder firm is found indulging in acts inimical or prejudicial to India's national security or interest, the tender/contract will be liable to be terminated.
- d) Undertaking that "The production facilities and transport of the raw material should be adequately secured to prevent pilferage and/or to circumvent threats from anti-national elements".
- e) Undertaking that "A designated security agency may conduct periodic security audits apart from emergency inspections of the production facilities/transport arrangements".
- f) Undertaking that "The Company should inform to Department/purchaser regarding criminal case(s), if any, registered against the company, owner, promoter or any of its directors after the issue/award of contract".
- g) The firm/bidder shall submit an Undertaking that "We agree to withdraw all deviations, if any, unconditionally and accept all the terms and conditions of the tender document including the technical specifications".
- h) It is mandatory for the bidder/ supplier to inform to Government of India, Ministry of finance, Department of Economic Affairs and Security Paper Mill, Narmadapuram regarding any changes in management control or ownership pattern of the company/operator(s) or location of the company.
- i) The bidder is required to submit the undertaking that "the information given in the documents are correct and the bidder is aware that in case any information provided is found to be false at a later stage, Security Paper Mill, Narmadapuram reserves the right to reject/ disqualify the bidder at any stage of the tendering process without assigning any reason".
- j) Undertaking that "At a later stage, if the bidder found guilty during the tendency of tender and contract period, suitable action will be initiated by purchaser including blacklisting".
- k) Undertaking that "The firm shall not reveal the technical specifications of the tendered item contained in the main tender document to be issued subsequently to PQB qualified and security cleared bidders of this PQB to any third party"
- l) Undertaking that "The firm will not supply the India specific tendered item to any other third party/country and it will be responsible to maintaining secrecy, security and exclusivity in case a contract is awarded."
- m) Undertaking that the authorized signatory is competent and legally authorized to submit the tender and/or to enter into legally binding contract i.e. Power of Attorney of the authorized signatory.
- n) Declaration that the bidder firm/Principal Manufacturer/Agent has not been blacklisted/debarred by any government agency/PSU/Reputed Organization.
- o) Undertaking that "any change in the Board of Directors, promoters or location of the company, it would be obligatory on the part of the Bidder/contracted company to inform Security Paper Mill, Narmadapuram for seeking a fresh security clearance".
- p) Undertaking that "if Government of India does not clear the new Director(s) from the security angle, the firm shall be obliged to remove that director immediately from the



board, failing which, the procuring agency would reserve the right to forthwith terminate the contract with the firm. Further, the bidder firm must give commitment to compensate the procuring agency for loss, if any, on account of director(s) who does not secure a security clearance from the Government of India and due to any termination of the contract on this account”.

- q) Undertaking that “for respective obligations of the two parties with respect to the raw materials, including their destruction at the risk and cost of supplier, that remained unutilized in the event of foreclosure of a contract”.
- r) We will completely indemnify and hold harmless the Purchaser from and against any claims of infringement of any patent / license from any source.
- s) In case the manufacturing of the tendered item is under a license from the patent holder, such license will be valid for a minimum contract period i.e. minimum one year and for the period of further extension of the contract, if any.
- t) Undertaking that “No Financial repercussion against SPMCIL in the event of short closure/termination of Contract.”

9. General Conditions as per Ministry of Finance, Department of Expenditure, Public Procurement Division, OM No. F.No.6/18/2019-PPD Dated 23.07.2020:

I. 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.

II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner of the purpose of (III) above will be as under:



1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. Following undertaking shall be submit along with the bid on the letter head with seal and signed by the competent authority:

"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) fulfills all 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).*



GENERAL INSTRUCTIONS FOR THE BIDDERS

- i. The bidder shall provide testimony in support of the requirements given in Section II: eligibility criteria, wherever applicable, failing which the application will be rejected summarily without further correspondence.
- ii. Only those bidders found eligible in the ex-Bid and security cleared by Government of India will be issued tender documents and detailed specifications. Such bidders shall be asked to submit EMD (Earnest Money Deposit) along with the techno-commercial bids.
- iii. The applications as per enclosed format are to be submitted in a sealed cover super scribing on the top of the cover "Pre-qualification bid document for the supply of **2MM Colour Shift Security Thread due on 09.07.2024**" and to be submitted to the Chief General Manager, Security Paper Mill, Narmadapuram-461005 (M.P.), India by **11.00 Hours (IST)** on or before **09.07.2024**.
- iv. Applications received after the due date and time shall be summarily rejected. The responsibility to submit PQB before the due date and time rests with Bidder and SPM will not entertain any explanation/ reason for late submission.
- v. Security Paper Mill, Narmadapuram will not be responsible for any delay in delivery of bids.
- vi. Whenever there is any change in the Board of Directors, promoters or location of the company, it would be obligatory on the part of the contracted company to inform Security Paper Mill, Narmadapuram for seeking a fresh security clearance.
- vii. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder shall be verified from the parties for whom work has been done.
- viii. The bidder firm/Principal Manufacturer should confirm the possession of adequate material security arrangements to protect the integrity of the security features and should have written security plan for their storage and accounting.
- ix. The Chief General Manager, Security Paper Mill, Narmadapuram, reserve the right to short- close & terminate the order at any time giving one month notice.
- x. The decision on Security Clearance taken by the Government shall be final irrespective of any clause in the tender document.
- xi. If the bidder wishes to attend the opening of PQB, the bidder firm may depute their representative along with the Letter of Authority for attending a Bid Opening (*as per format given in Section-VII*).



xii. **Patent Related Instructions:**

The Bidder or its Principal shall clearly indicate in the PQB, if any patent or other proprietary rights (product / process or both) are involved for "Colour Shift Security Thread" offered as specified and if so whether the Bidder has unlimited legal rights to deal with them/use them. The Bidder shall completely indemnify and hold harmless the Purchaser from and against any claim of infringement of any patent from any source. The abuse of patent rights resulting in cartel formation shall lead to permanent disqualification of the Bidder. The Purchaser reserves the right to take such action as deemed fit, without assigning any reason thereof. In case the Bidder is manufacturing the tendered item by holding the license from the patent holder, such license shall be valid for a minimum contract period i.e. minimum one year and for the period of further extension of the contract, if any. In case of a local bidder who owns exclusive license from the Patent holder/ licensor, the Proprietary Article Certificate will be in the name of the Indian company and the Indian company must be indemnified by the patentee so that the Indian company can, in return, indemnify the tenderer.



APPLICATION FOR PRE-QUALIFICATION**PQB NO. 2MM/CS-ST/PQB/2024-25/338 dated 06.06.2024 for Manufacture and Supply of 2MM Colour Shift Security Thread.**

1. Name and address of the company/ firm/organization.
2. Is the company/firm/organization manufacturing and supplying Colour Shift Security Thread for CWBN PAPER for the last five years? If not, specify since when you are in business of manufacturing and supplying of Colour Shift Security Thread for use in CWBN Paper.
3. The installed capacity and production capacity of the Bidder firm to manufacture and supply Colour Shift Security Thread:
 - (a) Installed capacity:
 - (b) Production capacity:
4. Quantities of Colour Shift Security Thread for CWBN PAPER manufactured and supplied during last five years.

Sl. No.	Financial Year	Quantity of Colour Shift Security Thread for use in CWBN Paper.		Quantity of Colour Shift Security Thread for CWBN PAPER supplied to own countries	Total Colour Shift Security Thread for use in CWBN Paper
		Quantity (in KM)	Country		
(1)	(2)	(3)	(4)	(5)	(6)
(a)	2018/2018-2019				
(b)	2019/2019-2020				
(c)	2020/2020-2021				
(d)	2021/2021-2022				
(e)	2022/2022-2023				



5. The annual capacity of the Bidder to manufacture and supply Colour Shift Security Thread for use in CWBN Paper.
6. Financial Details for last three years (to be certified by independent CA/CPA)

Sl. No.	Financial Year	Annual Turnover (in)	Profit/Loss (in)	Net worth (in)	Remarks
(a)	2020/2020-2021				
(b)	2021/2021-2022				
(c)	2022/2022-2023				

7. Following undertakings are to be enclosed with application:

- a) *Undertaking that the product/service supplied by the bidders to India should be exclusive and this product/service should not be supplied by the bidders to other countries.*
- b) *Undertaking that the operations carried out in Pakistan/China, if any, will be suitably firewalled from the contract/operations with Govt. of India and no employee who has previously worked or been posted in Pakistan/China and No Pakistani/Chinese national or a person of Pakistani/Chinese origin will be engaged by the company for this project.*
- c) *Undertaking that if the company/bidder firm is found indulging in acts inimical or prejudicial to India's national security or interest, the tender/contract will be liable to be terminated.*
- d) *Undertaking that "The production facilities and transport of the raw material should be adequately secured to prevent pilferage and/or to circumvent threats from anti-national elements".*
- e) *Undertaking that "A designated security agency may conduct periodic security audits apart from emergency inspections of the production facilities/transport arrangements".*
- f) *Undertaking that "The Company should inform to Department/purchaser regarding criminal case(s), if any, registered against the company, owner, promoter or any of its directors after the issue/award of contract".*
- g) *The firm/bidder shall submit an Undertaking that "We agree to withdraw all deviations, if any, unconditionally and accept all the terms and conditions of the tender document including the technical specifications".*
- h) *It is mandatory for the bidder/ supplier to inform to Government of India, Ministry of finance, Department of Economic Affairs and Security Paper Mill, Narmadapuram regarding any changes in management control or ownership pattern of the company/operator(s) or location of the company.*



- i) *The bidder is required to submit the undertaking that "the information given in the documents are correct and the bidder is aware that in case any information provided is found to be false at a later stage, Security Paper Mill, Narmadapuram reserves the right to reject/ disqualify the bidder at any stage of the tendering process without assigning any reason".*
- j) *Undertaking that "At a later stage, if the bidder found guilty during the tendency of tender and contract period, suitable action will be initiated by purchaser including blacklisting".*
- k) *Undertaking that "The firm shall not reveal the technical specifications of the tendered item contained in the main tender document to be issued subsequently to PQB qualified and security cleared bidders of this PQB to any third party"*
- l) *Undertaking that "The firm will not supply the India specific tendered item to any other third party/country and it will be responsible to maintaining secrecy, security and exclusivity in case a contract is awarded."*
- m) *Undertaking that the authorized signatory is competent and legally authorized to submit the tender and/or to enter into legally binding contract i.e. Power of Attorney of the authorized signatory.*
- n) *Declaration that the bidder firm/Principal Manufacturer/Agent has not been blacklisted/debarred by any government agency/PSU/Reputed Organization.*
- o) *Undertaking that "any change in the Board of Directors, promoters or location of the company, it would be obligatory on the part of the Bidder/contracted company to inform Security Paper Mill, Narmadapuram for seeking a fresh security clearance".*
- p) *Undertaking that "if Government of India does not clear the new Director(s) from the security angle, the firm shall be obliged to remove that director immediately from the board, failing which, the procuring agency would reserve the right to forthwith terminate the contract with the firm. Further, the bidder firm must give commitment to compensate the procuring agency for loss, if any, on account of director(s) who does not secure a security clearance from the Government of India and due to any termination of the contract on this account".*
- q) *Undertaking that 'for respective obligations of the two parties with respect to the raw materials, including their destruction at the risk and cost of supplier, that remained unutilized in the event of foreclosure of a contract'.*
- r) *We will completely indemnify and hold harmless the Purchaser from and against any claims of infringement of any patent / license from any source.*
- s) *In case the manufacturing of the feature is under a license from the patent holder, such license will be valid for a minimum contract period i.e. minimum one year and for the period of further extension of the contract, if any.*
- t) *Undertaking that "No Financial repercussion against SPMCIL in the event of short closure/termination of Contract."*



8. Checklist for submission of all the documents as per PQB requirement:

Sr. No.	Description	Submitted/ Not-Submitted	Page no.
1.	Documentary evidence towards applicability to 'Make in India" as per clause 7 of Section I.		
2.	Documentary evidence towards experience as per clause 1 (a) of Section II.		
3.	Documentary evidence towards capability as per clause 1 (b) (i) of Section II		
4.	Documentary evidence towards capability as per clause 1 (b) (ii) of Section II		
5.	Documentary evidence towards capability as per clause 1 (b) (iii) of Section II		
6.	Documentary evidence towards Financial data as per clause 1 (c) (i) of Section II		
7.	Documentary evidence towards Financial data as per clause 1 (c) (ii) of Section II		
8.	Documentary evidence towards Financial data as per clause 1 (c) (iii) of Section II		
9.	Details of the ownership of the company and details of owners/ directors along with complete addresses of the owners/ directors and their other activities as per section VI "Key Personnel details" as per clause 2 of Section II.		
10.	Power of attorney for signing the bid document as per clause No. 7 (c) of section II		
11.	Documentary evidence towards Manufacturer's authorization letter as per clause 7 (d) & 7(f) of Section II		
12.	Undertakings duly signed and stamped as per clause 8(a) to 8(t) of section II		
13.	Duly signed and stamped PQB document		
14.	Undertaking as per Section II Para 9(VII) Duly signed and stamped.		
15.	Submit the pre-bid/pre-contract integrity pact.		

Signature of Authorized Person

Name:

Designation:

Date:

Seal of the company:



MANUFACTURER'S AUTHORIZATION FORM

To

Chief General Manager, Security
Paper Mill, Narmadapuram
461005 (M.P.), India.

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 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
Messers (name and address of the above
agent) is authorised 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.



Format for Details of Key Personnel
(All fields are mandatory)

I. Details in respect of applicant company:

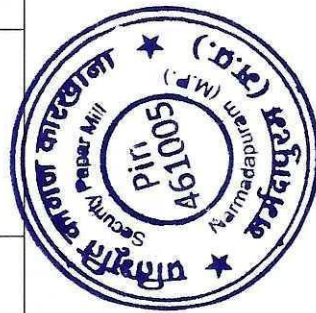
Sl. No.	Name of the company	Registration number with date	Registered office address and correspondence address	Previous name of the company, if any	Products/services offered	Details of earlier approvals, if any (ref. no. and date)

II. Details in respect of Foreign Collaborator, If any:

Sl. No.	Name of foreign collaborator in respect of the products/services being offered in India	Registration number with date	Registered office address and correspondence address	Previous name of the company, if any	Type of collaboration with the applicant company viz technical/financial/product patent manufacturing etc.	Address of production of the product / service offered to applicant company, if applicable

III. Details in respect of Board of Directors of the applicant company:

Sl. No.	Full Names of directors in BOD of the applicant company	Present position held and since when (date)	Date of Birth	Parentage (Father/ mother name)	Present and permanent address	Nationality	Passport no. and date of issue if any	Contact address and telephone number



IV. Details of share-holders of the applicant company (All firms/companies/ entities/ individuals having shareholding more than 10% or controlling stake in applicant company)

Sl. No.	Full Name of individual / company	Parentage (name of father/mother) in case of individuals, and beneficial owner in case of companies	Date of birth in case of individuals, and registration number in case of companies	Permanent address/ present address in case of individuals, and correspondence address in case of companies	Present position held, in any, in the applicant company	Nationality, in case of individual (if holding dual nationality, both must be clearly mentioned)/country of registration (in case of company)	% of shares held in the company

V. (A) Ultimate beneficial owner(s)/ company (ies) / organization (s) of the applicant company :

Sl. No.	Name of the Ultimate beneficial owners / companies / organizations	Address of the company / individual / organization	Date of birth and passport details in case ultimate beneficial owner is an individual	Registration number with date in case of ultimate beneficial owner is company / organization	Address of registered office, in case of ultimate beneficial owner is company / organization

V. (B) Ownership structure chart depicting the link between Applicant Company and ultimate beneficial owner / company / organization

VI. Self-declaration regarding presence / operation in China / Pakistan (if any) as below:

- (i) Whether the applicant company or its parent company (ultimate beneficial owner) or associates companies or subsidiary companies / holding companies are having presence / operation or supplied / supplying products / services related to currency / passport in China / Pakistan? Yes/No**



(ii) If yes, following details may be provided :

- a. Name and address of the company(s) having operation in China/Pakistan.
- b. Details of its establishment in Pakistan / China.
- c. Details of its business activities being carried out in Pakistan/China including the past business relation of last five years.
- d. Description of products / services
- e. Any collaboration or technical tie-up with a company or organization in China/ Pakistan, details if any.

VII. Details of criminal cases, if any, against the company /director(s) as per annexure.

VIII. Whether the applicant company has been blacklisted/fined/debarred for its business operations in currency sector by any Government agency in India an abroad in last five years. If yes, provide details.

IX. Self-declaration by the applicant company:

- a. I hereby undertake that any of the products(s)/service(s) offered to India, have not been sourced from Pakistan/China.
- b. I hereby undertake to source items to be supplied to India from security cleared firms only (this is applicable for all items requiring security clearance)

(Signature)

Note: The above self-declaration is to be filled and signed by the authorized signatory of the company.



Self-declaration for company and director(s) for whom security clearances is sought

- a. Name & address and registration number of the company
- b. Name and address of owners (in case of proprietorship firm) / directors of the company
1. -----
 2. -----
 3. -----
 4. -----
- c. Is the company owners (in case of proprietorship firm) / directors listed above, the subject of any
1. Preventive detention proceedings under (Public Safety Act / National Security Act etc. PSA / NSA etc.) : Yes / No
 2. Criminal investigation in which charge sheet Have been filled : Yes / No
- d. If yes, please provide following details :-
1. Case / FIR number :
 2. Detention / warranty number, if any :
 3. Police Station / district / agency :
 4. Sections of law under which case(s) has / have been filed :
 5. Name and place of the court :
- e. The above mentioned details are in respect of both India and any other foreign country.

(Signature)

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the company.



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.
 - c. The Principal will exclude from the process all known prejudiced persons



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

Section 2 - Commitments of the 'Bidder / Contractor'

- (1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The 'Bidder/ Contractor' will not, directly or through any other person or firm, 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 tripartite 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.

Section7- 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 invariably 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
(Name of the Officer and
Designation)(Office Seal)

For and On behalf of 'Bidder/Contractor
(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.



Letter of authority for attending a Bid opening

To,
The Chief General Manger,
Security Paper Mill, Narmadapuram.

Subject : Authorization for attending bid opening on in the Tender of 1,02,000 KM of 2 MM COLOUR SHIFT SECURITY THREAD USE IN CWBN PAPER.

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
1.		
2.		
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 recovered.



CAPACITY AND CAPABILITY ASSESSMENT FORM						
Questionnaire				Firm Response	Committee Observation	
A Technical Capability						
1	Total annual production capacity of the plant. (documentary evidence to be provided).					
2	Number of item/product making lines available.					
3	Details of machines for making the item/product					
	Sr. No.	Machine Type	Machine Make	Machine Speed, if applicable	Machine Capability	
	a)					
	b)					
	c)					
B Manufacturing Process						
1	Details of available SOP for manufacturing process.					
2	Brief Details of Manufacturing Process from Raw Material to Finished Product.					
	2a. Technology used					
	2b. Is there any SPM used? (Special Purpose equipment/machinery). If yes, details.					
	2c. Lab testing facilities available along with standards followed.					
	2d. Process parameters and their controls to achieve the quality.					
3	Is there any hazardous material used in the process / during manufacturing?					



	Questionnaire	Firm Response	Committee Observation
C	Quality Control		
1	Online/offline quality control system deployed		
2	Any specific verification system and procedures for finished products?		
3	Conditioning facility required for Laboratory test, If applicable		
4	Details of third-party verification of produced material and stock control, if any.		
5	Is there any SOP available for online / offline quality control.		
D	General		
1	Details of Manpower employed a) Technical/Supervisory b) Skilled Worker (Permanent) c) Skilled Worker (Casual) d) Administration		
2	Is the plant certified by ISO or equivalent bodies? If yes, provide details?		
3	Contingency plan for breakdown?		
4	Is any activity outsourced? If so, list of activities outsourced.		
5	Details of Raw Material & its Quality Assurance/Control.		
6	Whether the factory premises is in complete possession of the bidder by way of lease which is current or ownership?		
	6a. Factory area (in Sq. meters) & its adequacy		
	6b. Production		
	6c. Storage of raw material		
	6d. Bonded room facility		



	Questionnaire	Firm Response	Committee Observation
E	Experience		
1	Documentary evidence for past experience, if any,		
2	Annual quantities of item/product supplied in the last five years (documentary evidence to be provided).		
Additional Points only for Security Items:			
F	Details of Security Precautions Followed		
1	Provision of secured storage of material in the factory and SOP for material transaction.		
2	Details of security and surveillance system in the factory.		
G	Material Accounting Procedures		
1	Do you have systematic accounting procedures for raw materials, dies / special tools (if any), color coatings, additives, etc.		
2	Periodicity of verification for physical stock of above items.		
3	Accountability for destruction of these items.		
H	Spoil Management		
1	What is the method of disposal of product in case of rejection/ spoil management? Furnish details of the method adopted at production site. Is there any SOP in place? Also, provide details of environment compliance, if any.		
2	Facilities for destruction of security items (online/offline), details thereof.		
3	Facilities for destruction of die / specials tools (if any), details thereof; and		
4	Effluent Generation and Management, if any.		



	Questionnaire	Firm Response	Committee Observation
I	Dispatch		
1	Details of secured transport mechanism.		
2	Details of safe & secure dispatch such as CCTV recordings of dispatch operations.		
3	Accounting system for finished products inward & dispatch;		
4	Conditioning required for security items before despatch, during transit, during storage and before application (use in the system); and		
J	Manufacturing Process		
1	Is there any special tool (like mould, die etc.) used for Manufacturing? If yes, do they have any in house making facility or is it outsourced. Details to be shared for accountability of usage of special tools till its destruction record.		
2	If outsourced, clearance certificates for outsourced companies after scrutinizing manufacturing process, security of the product, accountability to maintain confidentiality may be provided.		
K	General		
1	Is entire operation of production from raw material to finishing, testing, die / special tool preparation, complete manufacturing process and destruction of spoils controlled in the premises of the plant?		
2	Are employees involved in R&D or any other resource personal for this technology are still with your organization? If not, what is their employment status after leaving your organization?		



	Questionnaire	Firm Response	Committee Observation
3	"Source of Raw Materials (Raw Material, other additives, Specifically the security material)"		
4	Names of the countries to which you have supplied Security item in the last five years indicating annual quantity supplied (documentary evidence to be provided) if applicable.		

Member 1

Member 2

Member 3

Authorised
Representative of
Bidder/Firm

Signature
Name
Designation
date

Signature
Name
Designation
date

Signature
Name
Designation
date

Signature
Name
Designation
date

