



**SECURITY PAPER MILL,
NARMADAPURAM - 461005 (M.P), INDIA**

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

(Wholly owned by Government of India)

(Miniratna Category-I CPSE & ISO 9001:2015 & ISO 14001:2015 CERTIFIED)

Website: <http://spmarmadapuram.spmcil.com>

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CIN: U22213DL2006GOI144763

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Not Transferable

Security Classification: Non- Security

GLOBAL TENDER ENQUIRY FOR DESIGN, SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF ONE NUMBER STATE-OF-THE-ART PAPER MACHINE (6000 TPA) ALONGWITH COMPATIBLE INTEGRATED PULP MILL (35 MTBD), SHEETING LINES, MOULD COVER MAKING, REWINDER ALONG WITH PACKAGING FOR PRODUCTION OF CURRENCY AND SECURITY PAPERS ON TURNKEY BASIS FOR SECURITY PAPER MILL, NARMADAPURAM

Tender No.: SPMN/PM6/25-26/

Dated: 14.01.2026

This Tender Document Contains 111 Pages and GIT & GCC.

Tender Documents is issued to:

M/s.....
.....

Details of Contact person in SPMCIL regarding this tender:

Name, Designation: Biplab Basak, Manager (Materials) & CPSO

Address: Security Paper Mill, Narmadapuram, Madhya Pradesh – 461 005

Phone, Fax, email: 07574-286776/6792/6587

Email: purchase.spm@spmCIL.com, biplab.basak@spmCIL.com, kishor.khandekar@spmCIL.com

Disclaimer

The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Security Printing and Minting Corporation Limited (hereafter referred as the "Purchaser") or any of its employees or associated agencies, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided. This Bid Document is not an agreement and is neither an offer nor invitation by the Purchaser to the prospective Bidder(s) or any other party hereunder. The purpose of this Bid Document is to provide the Bidder(s) with information to assist them in the formulation of their proposal submission. This Bid document does not purport to contain all the information Bidder(s) may require. This Bid document may not be

appropriate for all bidders, and it is not possible for the Purchaser to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources. Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. This Bid document and ensuing bids; communications and Contracts would alone determine the legal and commercial relationship between the bidders/ contractors and the Purchaser. No other Government or Purchaser's document/ guidelines/ Manuals including its Procurement Manual (which are for internal and official use of its officers), have any locus standi in such a relationship. These documents/ guidelines/ Manuals therefore should not be cited or referred in any legal or dispute resolution or grievance redressal proceedings. The Purchaser, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

The Purchaser, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in this Bid Document. The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will remain with the Bidder(s) and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

This disclaimer forms an integral part of the Bid document and shall supplement but not supplant the provision of the Bid Document.

Section I: Notice Inviting Tender (NIT)

Tender No.: **SPMN/PM6/25-26/**

Dated: 14.01.2026

- Bids are invited from eligible and qualified tenderers for supply of the following:
GEM/GARPTS/14012026/U5FQDDFRND9X (as per para 17 below):

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money (in Rs.)	Remarks
1	Design, Supply, Erection, Installation, Testing, Commissioning of One Number State-of-the-Art Paper Machine (6000 TPA) along with Compatible Integrated Pulp Mill (35 MTBD), Sheeting Lines, Mould Cover Making, Rewinder along with Packaging For Production of Currency and Security Papers on Turnkey Basis for Security Paper Mill, Narmadapuram	1 No.	Rs.7,43,19,500 \$8,24,495 £6,14,109 ¥ 129,793,050 € 7,07,761 Or Equivalent Currency of Country of Origin of Goods	As per Scope of Work defined under Sec VI, Sec VII and Sec VIII of the tender document

Type Of Tender	Three-Bid Single Stage (Three Packet) International Competitive Bidding
Security Classification	Non-Security
Authority in whose favour all tender related financial instruments (FD, DD, Banker's cheque etc.) are to be made	Chief General Manager, Security Paper Mill, Narmadapuram
All Financial Instruments to be payable at	Narmadapuram, Madhya Pradesh
Dates and place of issue of tender documents	CPP e-procurement portal
Place of Pre-Bid Conference	Security Paper Mill, Narmadapuram
Place, Time, and date before which Written queries for Pre-bid conference must be received.	As per CPP e-procurement portal
Closing date and time for receipt of tenders	As per CPP E-procurement portal
Place of receipt of tenders	CPP e-procurement portal
Time and date of opening of tenders for Technical Bid. Place, Time, and date of Opening of Price (Financial) bid would be intimated later on	As per CPP e-procurement portal
Place of opening of tenders	CPP e-procurement portal
Nominated Person/ Designation to Receive Bulky Tenders/ Documents as applicable	Biplab Basak, Manager-Materials
Officer to be contacted for clarifications/ queries:	Biplab Basak, Manager-Materials

2. Information and instructions for bidders:-

The bidder shall go through the tender document carefully and shall comply with each clause of all the sections of the tender document.

Prospective tenderers are advised to go through <https://etenders.gov.in/eprocure/app> and get themselves aware for e-tendering participation requirements.

Registration:

- a) Bidders are required to register on the e-tendering portal of CPPP (<https://etenders.gov.in/eprocure/app>).
- b) Upon registration, Vendors/Suppliers must have valid Class-III Digital Signature both signing & Encryption type Certificate to participate in tenders. DSC can be procured from any of the Licensed Certifying Authorities by Controller of Certifying Authorities, details available at www.cca.gov.in

3. **Language of Tender:** The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and SPMCIL, shall be written in the English language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by English translation. For purposes of interpretation of the tender, the English version/ translation shall prevail.
4. Eligibility to participate as per Government of India's **Public Procurement (Preference to Make in India) Order 2017** (as amended/ revised) and Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighboring countries shall apply to this tender.
5. Please note that SPMCIL reserves its right to grant Purchase preferences in accordance with Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/revised) and Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018 (as amended/revised).
https://tec.gov.in/PPPMII/assets/circular/1722400815PPP-MII_Revision_Order_19July2024.pdf
6. Interested tenderers may obtain further information about this requirement from <https://spmnamadapuram.spmcil.com/> and submit its tender by utilizing CPP e-procurement Portal.
7. Tenderer may also download the tender documents from the web site mentioned above and submit its tender by utilizing the downloaded document; the bidder must not make any changes to the contents of the documents, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section X).
8. In case NIT/ SIT provide for uploading of bids to nominated e-Procurement portal, bidders must upload their bids along with scanned copies as required enclosures (including proofs EMD as applicable) as per instructions given in this regard. Original copies of such scanned uploaded copy of EMD must reach in physical form within the time as provided in such instructions, otherwise their uploaded bid, would be declared as unresponsive. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are to be submitted on CPP

e-procurement portal.

9. 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 received/ opened on the next working day at the appointed time.
10. The tender documents are not transferable.
11. The bidder, their affiliates, or subsidiaries – including subcontractors or suppliers for any part of the contract – should not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Tender Form (Section X).
12. Bidders are requested to attend a pre-bid conference for clarification on technical specifications and commercial conditions of the Tenders, on the time, Date and Place mentioned in section III (SIT) of tender. Participation is not mandatory, however, in case a bidder chooses not to participate (or fails to do so) in the pre-bid conference, it would be assumed that they have no issues regarding the Technical/ commercial specifications/ conditions. All the queries should reach SPM, Narmadapuram at least 07 (seven) days before the date of Pre-bid Conference and only the written queries received may be considered for discussion/ clarification. After pre-bid conference, if found necessary, SPM may issue corrigendum in tender.
13. Prospective bidders may visit the site if they so desire before participating in the tender with prior permission from SPM, Narmadapuram.
14. All Bidders shall have to sign the Integrity Pact with the purchaser as per format given in Section XX; otherwise, their bids are liable to be summarily rejected.
15. EMD amount mentioned in Section VI – List of Requirements shall be furnished in any one of the following forms:
 - a) Account Payee Demand Draft or
 - b) Fixed Deposit Receipt or
 - c) Banker's cheque or
 - d) Bank Guarantee; in acceptable form, otherwise the tender will not be accepted in any case,
 - e) e-PBG.
 - f) Online Payments:

Bank Account Details for Online Transaction:

Beneficiary Name: Security Paper Mill, Narmadapuram

Account Number: 201003487038

IFSC Code: INDB0000449

Bank Name: INDUSIND BANK

Branch Address: Ground Floor, Shree Sai Kripa, Sat Rasta, Main Road, Narmadapuram(M.P.)461001

The demand draft, fixed deposit receipt, banker's Cheque, BG shall be drawn on any scheduled commercial bank in India, in favour of "SECURITY PAPER MILL, NARMADAPURAM" payable at "NARMADAPURAM". In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII of tender document.

The earnest money (EMD) should be valid for a period of 45 days beyond the final tender validity period in acceptable form; otherwise the tender will not be accepted in any case. The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of account and place of payment specified in the para 15 above. In case of FDR, the same must be printed by bank along with first beneficiary name i.e. Security Paper Mill (handwritten anywhere on FDR may not be accepted) Payable at Narmadapuram, in single copy and the same shall be submitted to SPM. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under section XIII in these documents.

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

16. SPMCIL has appointed following independent external monitors for the Integrity pact in Consultation with Central Vigilance Commission (CVC):

- 1) **Shri Prem Chand Pankaj,**
M-402, Pioneer Park, Sector-61
Golf Course Extension Road, Gurgaon-122011
e-mail: prempankaj@gmail.com
- 2) **Shri Thudi Venudhar Reddy,** IFoS (Retd.)
Address: Plot No. 1 08, Kavuri Hills, Phase-II, Hyderabad – 500033,
Mobile: 9949012650, Email: venudharifs@gmail.com

17. Undersigned confirms that the required goods mentioned above are not available on GeM as per "GeM - Availability Report and Past Transaction Summary" (GeM - AR&PTS). This unique ID is mentioned in para 1 above

18. Enclosed: BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION

1. Check list (Annexure – I)
2. Declaration of No Deviation (Annexure – II)
3. Declaration of Land Border Sharing (Annexure – III)
4. Capacity and Capability Assessment Form (Annexure - IV)
5. Detailed Technical Specification (Annexure-V)
6. Section II - General Instructions to Tenderers (attached)
7. Sec IV – General Conditions of Contract (attached)



Yours faithfully,

(Biplab Basak)
Manager (Materials) & CPSO
For Chief General Manager

Section II: General Instructions to Tenderer (GIT)

Part I: General Instructions Applicable to all Types of Tenders

<https://www.spmcil.com/wp-content/uploads/2024/06/GIT-3.0-1.pdf>

(attached)

Section II: General Instructions to Tenderer (GIT)

Part II: General Instructions Applicable to all Types of Tenders

<https://www.spmcil.com/wp-content/uploads/2024/06/GIT-3.0-1.pdf>

(attached)

Section III: Special Instructions to Tenderers (SIT)

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

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

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

Sl. No.	GIT Clause No.	Topic	SIT Provision
1	8	Pre Bid Conference	Pre-bid conference will be held at SPM, Narmadapuram on 05.02.2026 at 03.00 pm (IST). All the queries should reach SPMN at least 07 (seven) days before pre-bid conference, i.e. by 28.01.2026.
2	11.2	Tender Currency	Indian Rupees / Euro / JPY / Pound / USD or currency of Country of Origin of Goods.
3	14.4 to 14.7	Exchange Rate Variation (ERV)	Applicable
4	18.4, 18.5	Earnest Money Deposit (EMD)	The bidders have to submit EMD as specified in Section I: NIT & Section VI: List of Requirements.
5	19	Tender Validity	The tenders shall remain valid for acceptance for a period of 180 days from the date of tender opening. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
6	20.4	Number of Copies of Tenders to be submitted	One copy in CPPP Portal with seal & sign
7	20.9	E-Procurement	Applicable
8	24.4	Opening of Tender	The Pre-qualification bids will be opened in the first stage , at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the Pre-Qualification Criteria at Section IX of the tender document. Thereafter, in the second stage , the technical bids of only pre-qualified bidders (as decided in the first stage) shall be opened at a later date and time for further scrutiny and further evaluation. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document. Subsequently, in the third stage the financial

Sl. No.	GIT Clause No.	Topic	SIT Provision
			bids of only the technically acceptable /qualified offers (as decided in the second stage) shall be opened for further scrutiny and evaluation.
9	34. and 35.1	Comparison on CIF Destination Basis	<p>Price Bid Evaluation:</p> <p>In case of Indigenous offer, the prices quoted shall be compared on a total price basis (FOR SPM, Narmadapuram), including all taxes, duties, packing and forwarding charges, freight, insurance, Installation, Training, Commissioning etc. as per the prices quoted in Section XI: Price Schedule.</p> <p>In case of Imports offer, the tenderer will be required to quote on FOB/FCA as well as CIF basis. The CIF price will be multiplied by the exchange rate between Indian Rupees and the quoted Foreign Currency, prevailing on the date of opening of the price bid. The applicable rate will be "BC selling rate" of State Bank of India/ RBI. Applicable Custom duty, GST on import, Social Welfare Surcharge as applicable, on accessible value (CIF Value) will then be added on the CIF price, thus converted into Indian Currency. On this net price 2% (or as applicable) will be added towards Charges for port clearance and forwarding charges and inland freight up to destination to arrive at the total price of the machine and its accessories (landed price). Apart from the above, the other charges mentioned by the tenderer for installation, commissioning, training etc. will be added.</p> <p>For comparison of import offer with the indigenous offer, total price of indigenous offer, shall be compared with the total price of import offer, including installation, commissioning & training charges.</p> <p>The tenders received and accepted will be evaluated to ascertain the best and lowest offer (L1) on Landed cost basis, for the complete supply and installation covered under the technical specification and documents as mentioned in price bid.</p> <p>Successful bidder shall have to enter into an</p>

Sl. No.	GIT Clause No.	Topic	SIT Provision
			agreement/ Contract.
10	35.2 to 35.6	Additional Factors for Evaluation of Offers and Preferential schemes	Not Applicable.
11	43	Parallel Contracts	Not Applicable
12	44.1	Serious Misdemeanors	Applicable
13	44.3	Integrity Pact	Applicable
14	45.1	Notification of Award	Applicable
15	50.	Applicability of additional GIT for Rate Contracts	Not Applicable
16	51.	Applicability of additional GIT for PQB Tenders	Applicable
17	52.	Applicability of additional GIT for Tenders involving Samples	Not Applicable
18	53.	Applicability of additional GIT for EOI Tenders	Not Applicable
19	54.	Applicability of additional GIT for Tenders for Disposal of Scrap	Not Applicable
20	55.	Applicability of additional GIT for Development/Indigenization Tenders	Not Applicable
21	Special Condition	GST Returns	Supplier Should file the GST returns in time, if applicable. SPM reserves the right to withhold the payment of GST till production of evidence of filling of Returns.
22	Special Condition	TCS u/s 206C (1H) read with TDS u/s 194Q:	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.



Section IV: General Conditions of Contract (GCC)

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

<https://www.spmcil.com/wp-content/uploads/2024/06/GCC-3.0-1.pdf>

(attached)

Section IV: General Conditions of Contract (GCC)

Part II: Additional General Conditions of Contract applicable to all types of Tenders

<https://www.spmcil.com/wp-content/uploads/2024/06/GCC-3.0-1.pdf>

(attached)

Section V: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify/ substitute/ supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

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

S. No.	GCC Clause No.	Topic	SCC Provision
1	1.2	Abbreviations:	Applicable
2	6.1, 6.3 & 6.5	Performance Bond/ Security	Refer Section-VI, List Of Requirements
3	8.2	Packing and Marking	Applicable
4	9	Inspection and Quality Control	Applicable
5	11.2	Transportation of Domestic Goods	Applicable
6	12.	Insurance	Applicable
7	14	Incidental Services	Applicable
7	15	Distribution of Dispatch Documents for clearance/ Receipt of Goods	Applicable
8	16.2, 16.4	Warrantee Clause	Refer Section-VI: List Of Requirements
9	19.3	Option Clause	Not Applicable
10	20.1	Price Adjustment Clause	Not Applicable
11	21.	Taxes and Duties	Applicable
12	22.	Terms and Mode of payments	Refer Section-VI: List Of Requirements
13	24.1	Quantum of LD	If the supplier fails to deliver the goods and/or services or any installment thereof within the Delivery Period, SPM Narmadapuram shall, without prejudice to other rights and remedies available to SPM, Narmadapuram under the contract, deduct from the contractor price, as Liquidated damages, a sum equivalent to the rate of 0.5 % of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions

S. No.	GCC Clause No.	Topic	SCC Provision
			incorporated under GCC sub-clause 23.4 above shall also apply.
14	25.1	Bank Guarantee and Insurance for Material Loaned to Contractor	Not Applicable
15	32	Code of Ethics, Obligations, Penalties and Punishments	Applicable
16	33	Resolution of Disputes	Applicable
17	36	Disposal/ Sale of Scrap by Tender	Not Applicable

Force Majeure Clause (FM)

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

Cancellation of Contract for Default

Without prejudice to any other remedy for breach of contract, like removal from the list of registered suppliers, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:

- i. If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted.
- ii. If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
- iii. The Performance Security will be forfeited.

Anti-Bribery Management System (ABMS)

By participating in this tender, the suppliers/Vendors/ Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance Department, SPMCIL.

Section VI: List of Requirements

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money (in Rs.)	Remarks
1	Design, Supply, Erection, Installation, Testing, Commissioning of One Number State-of-the-Art Paper Machine (6000 TPA) along with Compatible Integrated Pulp Mill (35 MTBD), Sheeting Lines, Mould Cover Making, Rewinder along with Packaging For Production of Currency and Security Papers on Turnkey Basis for Security Paper Mill, Narmadapuram	1 No.	Rs. 7,43,19,500 \$8,24,495 £6,14,109 ¥ 129,793,050 € 7,07,761 Or Equivalent Currency of Country of Origin of Goods	As per Scope of Work defined under Sec VI, Sec VII and Sec VIII of the tender document

Pre-Qualification Bid, Technical Bid and Price Bid are to be submitted on the CPP e-Procurement Portal. It may be noted that the price not to be quoted in PQB or technical bid (Technical Cover). It shall only be quoted in price bid (Price Cover). Non-adherence to this shall be making tender liable for rejection.

Tenders shall be submitted in parts as below:

Submission of Tender: The bid is to be submitted in single stage three packets as follows:

I. PART-A: PRE QUALIFICATION BID:-

- 1) **Earnest Money Deposit:** Bidder has to upload scanned copy / proof of the DD/FDR/Banker's Cheque/ BG/Online along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

The earnest money shall be furnished in one of the following forms:

- i. Account Payee Demand Draft or
- ii. Fixed Deposit Receipt or
- iii. Banker's cheque or
- iv. Bank Guarantee issued (for foreign bidders only) / confirmed by scheduled commercial bank of India in the proforma given in Section XIII of tender. Such Bank Guarantees should be in the currency of the Bidder and must conform to Uniform Rules for Demand Guarantees (URDG 758) # an international convention regulating international securities. The demand draft, fixed deposit receipt or banker's cheque or Bank Guarantee shall be drawn on any scheduled commercial bank in India, in favour of Security Paper Mill, Narmadapuram.

The EMD shall remain valid for a period of 45 days beyond BID validity i.e. 180 + 45 = 225 days after the date of opening of the tender. Any short validity, the tender shall be treated as unresponsive and rejected. EMD of successful tenderer will be returned without any interest, after the receipt of performance security from the tenderer. EMD of unsuccessful tenderer will be returned to them without any interest, after expiry of the tender validity period.

- 2) Containing un-priced Bid consisting of complete Qualification/ Eligibility of the tenderer as per the format specified under Section-IX in this document.

Note: Submit all relevant supporting documents as mentioned in Section-IX of tender document.

- 3) Audited Financial Statements of last 3 financial years i.e. 2022-23, 2023-24 and 2024-25 or 2022, 2023 and 2024 as applicable should be certified by accountants e.g. Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.
- 4) One copy of tender duly sealed and signed shall be submitted on CPP PQB cover. It should not have any price aspects.
- 5) Power of Attorney/authorization with the seal of the company of person signing the tender documents.
- 6) **Manufacturing Certificate /Manufacturer's Authorization Certificate:**
 - a. If the bidder firm is manufacturer then firm has to submit the valid Manufacturing registration certificate.
 - b. If the bidder firm is not the manufacturer then firm has to submit the valid manufacturer authorization certificate/valid dealership certificate as per Section-XIV.
- 7) The Purchaser shall be entering into an integrity pact with the bidders as per format enclosed vide **Section XX: Integrity Pact** of this tender document. All pages of the integrity pact are to be submitted by the bidder duly signed by the same signatory who signed the bid.
- 8) The successful bidder shall have to enter into **Non-Disclosure Agreement** to protect the confidentiality of sensitive information of SPMCIL.
- 9) Submit the following declaration on your letter head with seal and sign as per the **Annexure - II** of this tender :
 - We have not been debarred by SPM, Narmadapuram / SPMCIL / Department of Economic Affairs, Ministry of Finance / Department of Expenditure, Ministry of Finance/ RBI/ BRBNMPL/ BNPMILP for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.
 - 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.
 - "We are accepting all the terms and conditions of the tender document without any deviation and withdraw all deviations if any"
- 10) Submit the declaration duly sealed and signed by Competent Authority on your letter head as per **Annexure-III** as below:
 "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 at requirements in this regard and is

eligible to be considered."

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

II. PART-B: TECHNO-COMMERCIAL BID: KINDLY SUBMIT FOLLOWING DOCUMENTS WITH TECHNO-COMMERCIAL BID (UNPRICED):

- 1) The tenderer shall submit the acceptance of detailed scope of work as per Section VII of this tender document.
- 2) Containing un-priced Bid consisting commercial package including all terms and conditions. No price details to be given in this Bid. (as per Section-X).
- 3) Blank price bid duly sealed and signed without mentioning any price element.
- 4) Please confirm the validity, place of work, period of contract, payment terms and warranty as per the Other Terms and Conditions (Part-D) of Section VI of tender document.

III. PART – C: PRICE BID:

The bidders shall quote the price and other elements of price as per the format given in Section – XI of this tender document. Insertion, post script, addition and alteration shall not be made, if any, will not be considered for calculating the price.

Note: Un-workable rates shall be liable for rejection.

IV. PART – D: OTHER IMPORTANT TERMS AND CONDITIONS:

- 1) **Validity:** 180 days from the date of opening of the tender, offer valid for a shorter period shall be treated as unresponsive & rejected.
- 2) Place of work: Security Paper Mill, Narmadapuram.
- 3) Period of Contract: As per Delivery Schedule
- 4) **Delivery Schedule:**

The delivery and completion time is the essence of the contract. The bidder shall complete the supply of New Plant within **15 (fifteen) months** from the date of issue of Purchase Order.

Installation, Commissioning, trial run demonstrating the required output of the New Plant and FAT within **12 (twelve) months** thereafter.

5) Required Terms of Delivery, Destination and preferred mode of Transportation

- (i). For Overseas supplier: Delivery on FOB/CIF basis.
- (ii). For Indigenous supplier: Delivery on FOR basis (SPM, Narmadapuram).

The stores will have to be supplied as specified in the Agreement/contract/ supply order from the date of issue of Contract/Purchase Order. The overseas supplier shall deliver the stores ordered on F.O.B. port of shipment/ CIF basis as mentioned in Agreement/ Contract.

Note: In case of overseas supplier, Purchaser reserves the right to place the order either on FOB or CIF Basis.

6) PACKING AND MARKING:

- 6.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit, rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 6.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specification as per Section VII and Quality Control Requirements under Section VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

6.3. Packing instructions:

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

- i. contract number and date
- ii. brief description of goods including quantity
- iii. packing list reference number
- iv. country of origin of goods
- v. consignee's name and full address and
- vi. supplier's name and address
- vii. unloading instructions for each box

- 6.4. The supplier must send list of packed boxes with their weight and dimensions before shipment.
- 6.5. Boxes to be packed in suitable sound Sea/Air worthy packing cases to withstand Air/Sea/Rail journey and rough handling at ports of landing and delivery as per prevailing shipping standards.

6.6. Shipment:

1. The shipment of the stores shall be made in packing cases and the supplier shall use its best efforts to ensure that such cases are loaded on the ship just before embarkation so as to enable speedy unloading of the cases on arrival at the port of disembarkation in India.
2. Special arrangements are to be made with the concerned carrier for maximum care between supplier's premises and loading on the ship."
3. During transit the cases are to be kept under special storage in the ship.

4. Purchaser is to be immediately informed of the name and date of the ship in which the cases are dispatched to enable to make necessary arrangements for immediate clearance and security on arrival at Mumbai Port.

7) TERMS AND MODE OF PAYMENT:

1) Indigenous supplier:

- (a). 90% of the machine cost on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier.
- (b). Balance 10% payment of cost of material and 100% cost of installation, commissioning and training charges will be made, after deduction of TDS (Tax Deducted at Source) as per prevalent rates, after complete installation and commissioning, successful demonstration of performance and acceptance of the machine and on the issue of the FAC.
- (c). Documents for Payment for Domestic Goods:
 - (i). Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
 - (ii). Packing list;
 - (iii). Insurance certificate;
 - (iv). Railway receipt/consignment note;
 - (v). Manufacturer's guarantee certificate and in-house inspection certificate;
 - (vi). Inspection certificate issued by purchaser's inspector; and
 - (vii). Any other document(s) as and if required in terms of the contract.

2) Foreign supplier:

Imported Goods - 100% Payment shall be made through irrevocable letter of credit to be opened by purchaser through a Scheduled Commercial Bank in favour of SELLER in the following break up.

- (a). 80% of cost of material shall be paid on receipt of the following documents:
 - (i) Complete set of clean Bill of Lading/Airway bill must show that the complete goods have been actually shipped on board.
 - (ii) Signed invoices in sets of quadruplicate stipulating specification reference for item indicating cost and quantity.
 - (iii) Certificate of Country of Origin, issued by Chamber of Commerce.
 - (iv) Copies of packing list in triplicate stipulating individual items, quantity, weight and dimension details of each packing case.
 - (v) Inspection Certificate. If inspection certificate has been waived, then Quality Test Certificate.
 - (vi) Two sets of nonnegotiable dispatch documents, to be sent by courier services to the PURCHASER immediately after dispatch of consignment.
 - (vii) Catalogue, technical write up/literature for customs clearance purpose.
 - (viii) Certificate of No Agency Commission payable to any Indian agent involved in this transaction, if applicable.
 - (ix) Dangerous Cargo Certificate, if any

- (b). Balance 20% payment of cost of material and 100% cost of installation, commissioning and training charges will be paid, after deduction of TDS (Tax Deducted at Source) as per prevalent rates after complete installation and commissioning, successful demonstration of performance and acceptance of the machine and on the issue of the FAC by SPM, Narmadapuram.
- (c). **Indigenous goods –**
- (i). 90% value of the goods supplied to the consignee at destination and on production of all required documents by the supplier.
 - (ii). Balance 10% payment of cost of goods after complete installation and commissioning, successful demonstration of performance and acceptance of the machine and on the issue of the FAC and 100% cost of installation, commissioning and training charges will be paid, after deduction of TDS (Tax Deducted at Source) as per prevalent rates after complete installation and commissioning, successful demonstration of performance and acceptance of the machine and on the issue of the FAC by SPM, Narmadapuram.
 - (iii). Documents for Payment for Domestic Goods:
 - a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
 - b) Packing list;
 - c) Insurance certificate;
 - d) Railway receipt/consignment note;
 - e) Manufacturer's guarantee certificate and in-house inspection certificate;
 - f) Inspection certificate issued by purchaser's inspector; and
 - g) Any other document(s) as and if required in terms of the contract.
- (d). Bank charges:
- (i). All bank charges for opening of Letter of Credit in respect of PURCHASER's bankers shall be borne by PURCHASER and those charged by SELLER's bankers shall be borne by the SELLER.
 - (ii). The charges of extension of Letter of Credit or any confirmation if attributable to SELLER shall be paid by SELLER and not by the PURCHASER.
 - (iii). The negotiating bank of the SELLER should give 5 clear working days (in India) notice to the Letter of Credit opening bank and the PURCHASER regarding the value and date of payment.
- (e). Payment of agency commission, if payable, against FOB/FAS/CFR/CIF/CIP contract – the entire 100 (hundred) per cent agency commission is generally paid (in nonconvertible Indian Rupees on the basis of BC selling rate of exchange) after all other payments have been made to the supplier in terms of the contract.
- (f). Documents to be provided by the Seller:
- Documents, which the supplier is to furnish while claiming payment, are specified in the Letter of Credit, but usually are:
- i. Supplier's original invoice giving full details of the goods including quantity, value;
 - ii. Packing list;

- iii. Certificate of country of origin of the goods to be given by the seller or a recognized chamber of commerce or another agency designated by the local Government for this purpose;
- iv. Certificate of pre-dispatch inspection by the purchaser's representative;
- v. Manufacturer's test certificate;
- vi. Performance / guarantee certificate, if applicable;
- vii. Certificate of insurance, if applicable;
- viii. Clean Bill of lading/airway bill/rail receipt or any other dispatch document, issued by a Government agency (like the Department of Posts) or an agency duly authorized by the concerned ministry/Department, indicating:
 - 1. Name of the vessel/carrier;
 - 2. Bill of lading/airway bill;
 - 3. Port of loading;
 - 4. Date of shipment;
 - 5. Port of discharge and expected date of arrival of goods; and
 Any other document(s) as and if required in terms of the contract.
- ix. Consignee's Certificate confirming receipt and acceptance of goods;
- x. Dangerous Cargo Certificate, if any;
- xi. Any other document specified

8) Insurance:

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

9) PERFORMANCE SECURITY:

- 9.1. Within **twenty-one days** from the date of issue of notification of award by SPM,

Narmadapuram the supplier shall furnish performance security of the value equal to 5% of the total value of the contract to SPMN, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

- 9.2. The performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be furnished in any form as indicated in Section-I: NIT.

In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India as per the format specified under Section XV of tender document.

The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty period.

- 9.3. In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to SPM to compensate SPM for the same.
- 9.4. In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract as amended.

10) WARRANTY:

- 10.1. The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by SPM in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 10.2. This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by SPM in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 10.3. In case of any claim arising out of this warranty, SPM shall promptly notify the same in writing to the supplier.
- 10.4. Upon receipt of such notice, the supplier shall, with all reasonable speed and time, repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPM for such replaced parts/ goods thereafter.
- 10.5. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced

goods starts functioning to the satisfaction of SPM.

- 10.6. If the supplier, having been notified, fails to rectify/ replace the defect(s) within a delivery 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.

- 11) The firm should submit complete technical documents, leaflets, etc. with the technical offer.
- 12) Copy of tender shall be complete in all respects with all their attachments/enclosures duly numbered.
- 13) The tenderer shall quote for the installation, commissioning and training charges for all the schedules separately.
- 14) The total cost inclusive of all elements as cited above on FOB/CIF and/or on FOR Security Paper Mill, Narmadapuram, Madhya Pradesh, India, basis should be indicated clearly both in words and figures in the price bid.
- 15) Income Tax (TDS) on installation, commissioning and training, as applicable, shall be borne by the tenderer.
- 16) Price bid should be submitted as per format given in Sec XI: Price Schedule. Rate quoted should be on firm price basis. Vague offers like “charges / extra / as applicable” shall not be considered.

17) LICENSES AND PERMITS:

Wherever applicable, the successful bidder shall ensure himself and also satisfy the Purchaser that the successful bidder possesses the legal licence / permit to use a particular product / process / design / patent. The successful bidder shall be held responsible for all the civil/ criminal and tortuous consequences arising from any claim from any third party in this regard.

18) PRE-DISPATCH INSPECTION:

Section wise / Machine wise/ Equipment wise PDI of Pulp Plant, WWS, Paper machine, Finishing Machine etc. like stimulation test of inspection system and DCS, ETN welding, spot welding, physical inspection of equipment at Supplier work site will be conducted. PDI will be conducted as per feasibility of individual machine and equipment.

- a. The seller shall communicate to the purchaser prior to the readiness of the machineries at-least 45 days in advance to arrange visit of representative for Pre-shipment/pre dispatch inspection. The inspection shall be carried out for minimum four working days upto five representatives.
- b. Pre dispatch inspection would be carried out by representatives from SPM at seller's works. The supply shall start after the clearance by the inspecting team.
- c. All the expenses pertaining to Lodging, Boarding & Travel conveyance shall be borne

- by purchaser.
- d. BIDDER shall submit quality assurance plan for all major equipment.
 - e. All the materials shall be offered by the BIDDER for inspection before their dispatch to site. The inspection shall be carried out as per the relevant IS/ BS/ IEC standards. PURCHASER/ENGINEER shall have the right to either inspect the material at manufacturers work or waive off the inspection for dispatch and inspect at site. Even after this inspection, the BIDDER shall be responsible for the performance of the equipment at the site.
 - f. Acceptance and routine tests for all supply equipment's/component parts shall be carried out as per the relevant standards for the respective equipment. These test reports and manufacturer's type test reports shall be submitted to the PURCHASER/ENGINEER during PDI.
 - g. BIDDER shall ensure use of calibrated test equipment having valid calibrated test certificates traceable to national/international standards.
 - h. Typical type tests certificate for all equipment of equivalent ratings shall be submitted during PDI.

19) PROJECT MANAGEMENT:

- a. Project schedule monitoring with PERT/CPM Charts/MS Project – The bidder shall carry out plant engineering, planning, execution, monitoring, co-ordinating of not only items within the scope of supply of the bidder but also for items supplied by Security Paper Mill, Narmadapuram, by using scientific technique, i.e., PERT/CPM for timely completion of the project.
- b. PURCHASER reserves the right to evaluate the deployment schedule / chart proposed by the BIDDER and to suggest suitable modifications, if required.
- c. The Supplier will indicate the manpower requirement for operation of the New Plant, i.e Paper Machine Plant, Pulp Mill, Sheeting Lines, Mould Cover Making, Rewinder along with Packaging after satisfactory installation and commissioning of the said Plant.
- d. The Supplier will also indicate the manpower requirement for various maintenance activities of the New Plant after its satisfactory installation and commissioning.
- e. Technical assistance: For scope of items to be supplied by Security Paper Mill, Narmadapuram, pertaining to this project, the bidder shall assist Security Paper Mill as under:
 - i. In preparation of technical specification.
 - ii. Design and manufacture.
 - iii. Follow up of deadlines with progress reports.
 - iv. Receipt of deliveries and goods from SPM's sub-suppliers
 - v. Co-ordination of erection and technical erection check.
 - vi. Final check together with SPM during taking over.

20) TRAINING:

- 1. **Training at Supplier's site:** Apart from above, training shall also be imparted to purchaser's representatives. Such training would be as detailed below:

- i. Two batches of 10 representatives each would be sent for 3 weeks training (15 working days). The batches would comprise of personnel from Paper Making, Quality Assurance, Mould Cover Making Plant and Finishing End.
 - ii. Two batches of 6 persons would be sent for 3 weeks training (15 working days). The batches would comprise of personnel from maintenance, i.e. Mechanical, Electrical, Electronics and Instrumentation.
2. **At Purchaser's Site:** The seller shall provide training to authorized persons of SPM in the technique and skills required to operate and to maintain the New Plant as detailed below:
- i. Operational Training:
 - a) On the job training: SPM personal shall be trained for 15 days in three batches, each batch comprising of about 12 personnel.
 - b) Class room training: Class room training will be imparted to SPM personal for 15 days in three batches.
 - ii. Maintenance Training:
 - a) On the job training: SPM personal shall be trained for 15 days in three batches, each batch comprising of about 12 personnel.
 - b) Class room training: Class room training will be imparted to SPM personal for 15 days in three batches.
 - iii. For the class room training each batch may constitute up to 20 persons.

21) LOCATION:

The space available in the premises of Security Paper Mill, Narmadapuram shall be considered for erection of the New Plant.

22) ELECTRICAL PARAMETERS :

Shall be provided by SPM at one point

- | | |
|---------------------|-----------------|
| • Rated Voltage | 415 V \pm 10% |
| • Rated frequency | 50 Hz \pm 2% |
| • Number of Phases: | 3 |

23) RISK PURCHASE:

- 23.1 If the supplier after submission of tender and due acceptance of the same, i.e. Placement of Purchase order/Contract/Agreement fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:

- (i). Forfeiture of the EMD and
- (ii). Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier

tendered value will be recovered from the supplier along with other incidental charges, including custom duty, excise duty, taxes, insurance, freight etc.

- 23.2 For all the purpose the Purchase order/Contract/Agreement will be considered acceptance of tender. Supplier has to abide by all the terms and conditions of tender.
- 23.3 In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the supplier.
- 24)** Bidder shall note that no extra cost will be considered over and above the price quoted in the price bid and hence bidder shall ensure that price submitted in the price bid is quoted considering complete technical specifications, scope of work as defined in the tender document.
- 25)** Any dispute, arising out of the supply order/ contract will be subject to the exclusive jurisdiction of the competent court at Narmadapuram.
- 26)** All Sections & pages of the tender documents strictly should be signed, name and sealed by bidder firm.
- 27)** Bidder to furnish stipulated documents along with tender in support of fulfillment of tender criteria. Further correspondence in this regard will not be entertained for any reason.
- 28)** Non submission of any of the above document may lead to rejection of bid.

Timeline for submission of data / drawings / documents

The Bidder shall adhere to the following schedule for submission of data / drawings / documents from the date of issue of LOI. Bidder shall also refer to engineering scope for list of deliverables to be submitted for equipment.

Sr. No	Details	Weeks after award of LOI
1	PERT/Bar chart (adhering with delivery schedule mentioned in tender document) for the design, engineering, manufacturing, commissioning, trial operation and performance testing of the system offered.	4
2	Process package complete with P&ID with material balancing, equipment list & loop list etc.	6
3	General arrangement drawings, showing locations of various equipment, overall dimensions of various equipment & details of trenches etc.	6
4	Load details & Civil loading data of various equipment required for designing the building and making foundations, complete with specific information wherever applicable.	6
5	Foundation bolts and pocket details for various equipment, insert locations for pipes and any other civil data.	12
6	Basic Engineering Details for the Electrical items	8
7	Basic Engineering Details for the Mechanical items including piping.	8
8	Basic Engineering Details for the Control & Instrumentation	8
9	Details and other required data for all auxiliary systems like EOT cranes, HVAC, Lift, Illumination, material handling equipment, steam & condensate etc./plants – Chemical additive preparation, etc.	12
10	Final Detailed Engineering for Mechanical items (Erection details)	20
11	Final Detailed Engineering for Electrical items (Erection details)	18
12	Final Detailed Engineering for Control & Instrumentation items (Erection Details)	20

Note:

1. In case, SPMN management recommends changes in any submitted document by bidder, then bidder has to submit the rectified/modified document within 2 weeks from date of intimation.
2. Apart from the above, any other data, drawings, documents, etc. required for civil construction, electrical and other auxiliaries should be provided by the supplier within six weeks from the date of issue of Lol/NAC.
3. During project execution, if any assistance, help, information, data, drawings, documents, etc. as requested by SPM, Narmadapuram, has to be provided by the supplier within one week from the date of intimation given by SPM, Narmadapuram.

SIGNATURE OF BIDDER WITH NAME, DESIGNATION & SEAL

Section VII: Technical Specifications
SCOPE OF WORK & SPECIFICATION

Detailed Technical Specification is attached as per Annexure-VI

Section VIII: Quality Control Requirements

Final Acceptance Test

Condition for FAT: FAT shall only start after plant stabilization.

Only after successful stabilization of all plants i.e. Pulp Mill, Mould Making, Paper Machine, Rewinder, sheeting & Packaging and confirmation, performance guarantee test i.e. Final Acceptance Test (FAT) shall be completed within a period of 90 days after stabilization.

I. For Pulp Plant-

FAT Period: 4 days i.e. @ 22.5 running Hrs. /per day

Criteria: 35 BDTPD refined pulp of parameters specified in the technical specifications

In case, specified FAT criteria could not be achieved, Fresh FAT shall be started after rectification.

II. For Paper Machine-

Acceptance criteria:

Sl. No.	Denominations	Machine Speed (mpm)	Actual Deckle at Reel, mm	Production(Hrs)
1	INR 20	100	2502	During FAT, any one denomination shall run for 96 hrs. (In link with FAT of Pulp Plant) and remaining denomination shall run for 24 hrs.
2	INR 50	120	2205	
3	INR 100	120	2310	
4	INR 200	80	2370	
5	INR 500	120	2430	
6	Passport Paper	80	2475	24 hrs
7	AP Ungummed Paper	100	-	8 hrs
8	NJS Paper	80	-	24 hrs

- QCS data shall be referred for reel weight, on-grade paper, and off-grade paper during FAT. The efficiency of paper machine should not be less than 92% per day (considering 8 % down time for paper break and any minor maintenance or off-grade generation due to any reason like security threads change etc.).
- Samples of paper will be taken from each reel according to the ISO/BIS/TAPPI standards for lab tests.
- The paper produced during FAT should meet the quality parameters as per technical specifications of Cylinder Mould Vat made Watermarked Banknote Paper/Passport paper/NJS Paper. (Technical specification shall be informed during agreement finalization).

III. For the Slitter Re-winder:

FAT Period: 4 days

Criteria: To run at the speed of minimum **600 m/min**

The Slitter Re-winder has to run 4 days with the paper produced by the paper machine,

according to the parameters mentioned in the technical specifications, at a speed of **600 m/min.**

IV. For the Sheeting & Packaging Line:

FAT Period: 4 days

Criteria: To run at the speed of minimum 350 m/min @ 95% (min.) acceptance

The cross cutter has to run 4 days with the paper produced by the paper machine, according to the parameters mentioned in the technical specifications, at a speed of minimum 350 m/min @ 95% (min.) acceptance with minimum change over time. The calculated efficiency of sheeting line should not be less than 92% (considering 8 % down time for paper break and any minor maintenance due to any reason like paper jamming etc.).

V. For Shredding & Briquetting:

FAT Period: 7 days i.e. @ 22.5 running Hrs. /per day

Input: Paper Machine/Finishing end spoil paper/trimms

Criteria: Briquettes production of 8 MT per day

VI. For Mould Cover Making Plant:

Period: One mould cover within 10 days (one shift of 8 hrs. per day).

No. of Mould covers to be made during FAT: 08 (eight).

Mould cover to be made during FAT: One mould cover each for Rs. 20, Rs. 50, Rs. 100, Rs. 200, Rs. 500, Passport Paper, AP Ungummed Paper, NJS Paper.

General Terms & Conditions applicable for FAT:

- i. In FAT of Paper machine Mould cover made only at New mould making machines shall be used.
- ii. In case any FAT fails due to any reason attributable to supplier, after necessary rectifications supplier shall arrange to re-conduct the fresh FAT.
- iii. In case FAT delayed, due to any reason NOT attributable to supplier. The necessary extension shall be given to the supplier.
- iv. Three attempts shall be provided for FAT of each section/plant/denomination.
- v. The FAT of each denomination shall be treated separately.
- vi. Final acceptance certificate shall be issued only after completion of FAT of all the plants as mentioned above sr. no. (I) to (VI) and all other obligations as mentioned in tender documents.
- vii. If supplier fails to complete the FAT in three attempts further chance may be given on mutually agreed terms & condition. However supplier has to meet the delivery period as per Tender terms & condition. In case of short fall in meeting the delivery period liquidated damages shall be applicable as per terms & condition of tender document.

Section IX: Qualification/ Eligibility Criteria

1. Experience & Past Performance:

- i) The bidder (manufacturer or principal of authorized representative – hereinafter referred simply as “The Bidder”) shall be a manufacturer that has regularly, for at least the last five years manufactured, supplied, erected and commissioned **State-of-the-Art Paper Machine along with Compatible Integrated Pulp Mill, Sheeting Lines, Mould Cover Making, Rewinder along with Packaging For Production of Currency and Security Papers on Turnkey Basis** with the same or higher specifications, of at least one number in the last five years ending on 31.03.2025.
- ii) At least one number of the plant offered for supply should be in successful operation for at least one year on the date of bid opening.

2. Capability - Equipment & Manufacturing Facilities:

The bidder must have an annual capacity to manufacture and supply at least one number of the requirement.

3. Financial Standing:

The average annual financial turnover of the bidder during the last three years, ending on 31.03.2025 or 31.12.2024 (calendar year) as applicable, should be at least **Rs. 594,55,60,000/-** (Rupees Five Hundred Ninety Four Crores Fifty Five Lakhs Sixty Thousand Only) or **\$ 65,959,541/-** or **£ 49,128,699/-** or **¥ 10,383,443,940/-** or **€ 56,620,876/-** or equivalent in foreign currency of the country of origin of goods as per the Annual 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.

The net worth of the bidder should

- i) not be negative on 31.03.2025 or 31.12.2024 (calendar year) and
- ii) not have eroded by more than 30% in the last three years, ending on 31.03.2025 or 31.12.2024 (calendar year).

NOTE:

1. To ascertain this criteria net worth of initial and last financial year would be compared.
2. MSEs and Start-ups (registered for the tendered item) as per Government of India policy are exempted from Experience and Past Performance and all financial criteria.
3. Capacity and capability of bidders, may be verified (if necessary) as per the standard format included at **Annexure-V**.
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 the above eligibility criteria as submitted by the bidder may be verified by the parties for whom work has been done.
5. Bidder shall submit the supporting document in support of above.
6. For bidders who follow calendar year as financial year, the Relevant Date for Financial Statements would be 31.12.2024
7. Bidder shall submit all the Annexures attached with the tender.

A. Applicability in Special Cases

1. Applicability to 'Make in India': Bidders (manufacturer or principal of authorized 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 above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- i.) Their foreign manufacturer who holds intellectual property rights, meets all the criteria above without exemption, and
- ii.) The Bidder submits 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 authorized representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, installation, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

2. Authorized Representatives: Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:

- i.) Their principal manufacturer meets all the criteria above without exemption, and
- ii.) The principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
- iii.) The bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

3. For Existing successful Past Suppliers: In case the bidder (manufacturer or principal of authorized 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.

4. Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

5. **Start-up Enterprises:** Requirements of prior experience and turnover would be relaxed for Start-up enterprises as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), subject to their meeting the quality and technical specifications. Such Start-ups maybe either MSE or otherwise.

6. **Notes for Bidders:-**

- i. Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/ equipment, within the specified time of completion, after meeting all their current commitments.
- ii. Supporting documents submitted by the bidder must be certified as follows:
- iii. All copy of supply/ work order; respective completion certificate and contact details of clients; *documents issued by the relevant Industries Department*; National Small Industries Corporation (NSIC); *manufacturing licence, annual report, etc.*, in support of experience, past performance and capacity/ capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder.
- iv. All financial standing data should be certified by certified accountants, for example, Chartered Accountants/ Cost Accountants in India and equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.

Section X: Tender Form

Date.....

To,
The Chief General Manager
Security Paper Mill
Narmadapuram, Madhya Pradesh – 461 005

Ref: Your Tender document No: **SPMN/PM6/25-26/**

Dated: 12.01.2026

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

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

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

We agree to keep our tender valid for acceptance for a period upto....., as required in the GIT clause19, read with modification, if any in Section-III - “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44 of the GIT.

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

We also solemnly declare as under:

1. MSMEs Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- A. Company /Partnership Firm /Proprietary Concern / Society/Trust /NGO/Others (Please Specify):.....
- B. Micro/ Small / Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
- C. Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB/UDYAM etc.):.....
- D. MSME Registration no. (with copy of registration):.....
- E. Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ST Partners):.....

2. Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP_MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

- (a) Self-Certification for category of supplier:
 - ☐ Class-I Local Supplier/
 - ☐ Class-II Local Supplier/
 - ☐ Non-Local Supplier.
- (b) We also declare that
 - ☐ There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for offered product, or
 - ☐ We do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under this order

3. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

Having read and understood the Order (Public Procurement No. 1) issued vide F.No.6/18/2019-PPD dated 23rd July 2020 (and its amendments if any) by Department of Expenditure, Ministry of Finance under the above provision and solemnly declare the following:

- ☐ We do not belong to any Country whose bidders are notified as ineligible under this order

4. Debarment Status: Please state whether business dealings with you currently stand Debbared by DoE, MoF, GoI; DEA, MoF, GoI; SPMCIL; SPM, Narmadapuram:

- ☐ Yes (with period of Ban)
- ☐ No, We, solemnly declare that neither we nor any of our affiliates or subsidiaries – including subcontractors or suppliers for any part of the contract–do not stand declared debarred by DoE, MoF, GoI; DEA, MoF, GoI; SPMCIL; SPM, Narmadapuram.

5. Penalties for false or misleading declarations: I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details. We

understood that any wrong or misleading self-declaration by us would be violation of code of Ethics and would attract penalties as mentioned in this tender document, including debarment.

.....

.....

(Signature with date)

.....

.....

Name and designation

Duly authorized to sign tender for and on behalf of

.....

.....

Section XI: Price Schedule

Foreign Offers

To,

The Chief General Manager

Security Paper Mill, Narmadapuram, Madhya Pradesh – 461 005

OFFER FORM for Tender No. Date of opening Time Hours

We..... hereby certify that we are established firm of manufacturers / authorized agents of M/s with factories at which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of(Name of Purchaser)..... We hereby offer to supply the following items at the prices indicated below:

Furnish complete list of machineries, equipment and accessories which will constitute the Paper Machine Plant.

For Imported Goods (A)

Item Sr.	Description	FOB price Per machine	Qty offered	FOB Total	Country of Origin	Port of Destination	Insurance	Freight (Ocean)	CIF (iv+vii+viii)
i		ii	iii	iv	v	vi	vii	viii	ix
1	Design and Supply of One Number State-of-the-Art Paper Machine (6000 TPA) along with Compatible Integrated Pulp Mill (35 MTBD), Sheeting Lines, Mould Cover Making, Rewinder along with Packaging For Production of Currency and Security Papers on Turnkey Basis for Security Paper Mill, Narmadapuram Note: Bidders have to submit the Price Breakup in separate sheet specifying the Bill of Quantity in the same format.		1			JNPT Nhava Shava or any other port in India			
2	Essential and Critical Spare parts package		1 pkg						
3	Erection, Installation, Testing, Commissioning and Training Charges		1 AU						
	Total (1+2+3)								

FOB Price in words.....

CIF Price in words.....

Indigenous Goods (B), if applicable:

Item Sr	Description	Unit Price	Quantity offered	GST@% and value	Total	Insurance	Freight	FOR Price (SPMN)
i		ii	iii	iv	v	vi	vii	viii
1	Description of Indigenous Goods and Services to be supplied Note: Bidders have to submit the Price Breakup in separate sheet specifying the Bill of Quantity in the same format.		1					
2	Essential and Critical Spare parts package		1 pkg					
3	Erection, Installation, Testing, Commissioning and Training Charges		1 AU					
	Total (1+2+3)							

FOR price in words.....

Total Cost = Total Cost of Imported Goods (A) + Total Cost of Indigenous Goods (B)

Note:

- 1) The information how many number of units be able to come in one 20", 40", etc. container should be invariably given for freight comparison.
- 2) Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees - except for expenditure incurred in India (including agency commission if any) which should be stated in Indian Rupees.
- 3) We confirm that there would not be any price escalation during the supply period.
- 4) We confirm that we will abide by all the tender terms and conditions and we do not have any counter conditions
- 5) The TDS (tax deduction at source) will be applicable for installation, commissioning, and training charges.
- 6) Price bids with conditions/ counter conditions are liable to be rejected.
- 7) HSN code needs to be mentioned for the supplied items.

1. **Scope of Supply:** Design, Supply, Erection, Installation, Testing, Commissioning of One Number State-of-the-Art Paper Machine (6000 TPA) along with Compatible Integrated Pulp Mill (35 MTBD), Sheetting Lines, Mould Cover Making, Rewinder along with Packaging For Production of Currency and Security Papers on Turnkey Basis for Security Paper Mill, Narmadapuram
(Cost break-up of the quoted cost, showing inter-alia costs of all the concomitant Installation/ Commissioning/ Training/ Technical Support/ incidental services/ software/ accessories, considered necessary to make the proposal self-contained and complete must be indicated here.)
2. We are agreeable to payment of agency commission to our Agents in India in non-convertible Indian Rupees.
 - (a) The name and address of Agent
 - (b) Service to be rendered by the Agent
 - (c) Amount of remuneration for the Agent
 - (d) PAN Number of the Agent:
 - (e) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.); GSTIN number; Registered Address in GSTIN; Place of Delivery for GST Purpose; and GST (including GST Cess) if any to be paid extra on Agent's remuneration
3. It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in Section VII & VIII – Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.
4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of ——— days from the date of opening of tender (i.e., upto ———), We shall be bound by the communication of acceptance despatched within the prescribe time.
5. Earnests Money/Bid Guarantee for an amount equal to is enclosed in form of ————— (form and reference number, date) as per the Tender Documents.

Dated

Signature and seal of *Manufacturer/Bidder*

Note:

- (i) The Bidder may prepare their own offer forms as per this proforma.
- (ii) No change in the proforma is permissible.
- (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialed by the bidder.
- (iv) Figures and Break-up of price, should be in both figures and words.
- (v) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.

Section XI: Price Schedule

Indigenous Offers

To,

The Chief General Manager

Security Paper Mill, Narmadapuram, Madhya Pradesh – 461 005

OFFER FORM for Tender No. Date of opening Time Hours

We..... hereby certify that we are established firm of manufacturers / authorized agents of M/s with factories at which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of(Name of Purchaser)..... We hereby offer to supply the following items at the prices indicated below:

Item Sr	Description	Country of Origin	Unit Price	Quantity offered	GST@ % and value	Total	Insurance	Freight	Other Charges, if	FOR Price (SPMN)
	i	ii	iii	iv	v	vi	vii	viii	ix	x
1	Design and Supply of One Number State-of-the-Art Paper Machine (6000 TPA) along with Compatible Integrated Pulp Mill (35 MTBD), Sheetting Lines, Mould Cover Making, Rewinder along with Packaging For Production of Currency and Security Papers on Turnkey Basis for Security Paper Mill, Narmadapuram Note: Bidders have to submit the Price Breakup in separate sheet specifying the Bill of Quantity in the same format.			1						
2	Essential and Critical Spare parts package			1 pkg						
3	Erection, Installation, Testing, Commissioning and Training Charges			1 AU						
4	Total (1+2+3)									

FOR Price in words.....

Note:

- 1) The information how many number of units be able to come in one 20", 40", etc. container should be invariably given for freight comparison.
- 2) We confirm that there would not be any price escalation during the supply period.
- 3) We confirm that we will abide by all the tender terms and conditions and we do not have any counter conditions
- 4) The TDS (tax deduction at source) will be applicable for installation, commissioning, and training charges.
- 5) Price bids with conditions/ counter conditions are liable to be rejected.
- 6) HSN code needs to be mentioned for the supplied items.

1. **Scope of Supply:** Design, Supply, Erection, Installation, Testing, Commissioning of One Number State-of-the-Art Paper Machine (6000 TPA) along with Compatible Integrated Pulp Mill (35 MTBD), Sheetting Lines, Mould Cover Making, Rewinder along with Packaging For Production of Currency and Security Papers on Turnkey Basis for Security Paper Mill, Narmadapuram
(Cost break-up of the quoted cost, showing inter-alia costs of all the concomitant Installation/ Commissioning/ Training/ Technical Support/ incidental services/ software/ accessories, considered necessary to make the proposal self-contained and complete must be indicated here.)
2. **Taxation Details:**
 - a. PAN number
 - b. Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.)
 - c. GSTIN number
 - d. Registered Address as per GST registration and Place of Delivery for GST Purpose
 - e. Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts)
3. It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in Section VII & VIII – Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.
4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of _____ days from the date of opening of tender (i.e., upto _____), We shall be bound by the communication of acceptance despatched.
5. Earnests Money/Bid Guarantee for an amount equal to _____ is enclosed in form of _____ (form and reference number, date) as per the Tender Documents.
6. The method of evaluation of L1 criteria for awarding the contract shall be decided taking into consideration the total landed price up to SPM Narmadapuram.
7. TCS (u/s 206C (1 H) of IT Act is not applicable, as SPM will deduct TDS u/s 194Q.

Dated

Signature and seal of *Manufacturer/Bidder*

Note:

- i. The Bidder may prepare their own offer forms as per this proforma.
- ii. No change in the proforma is permissible.
- iii. No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialed by the bidder.
- iv. Figures and Break-up of price, should be in both figures and words.
- v. This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.

Section XII: Vendor Details

The tenderer should furnish specific details mentioned below. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.

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

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

1. Vendor/ Contractor particulars:

- (a). Name of the Company:
- (b). Corporate Identity No. (CIN):
- (c). Registration if any with SPMCIL:
- (d). Complete Postal Address:
- (e). Pin code/ ZIP code:
- (f). Telephone nos. (with country/area codes):.....
- (g). Fax No.: (with country/area codes):
- (h). Cell phone Nos.: (with country/area codes):
- (i). Contact persons /Designation:
- (j). Email IDs:

2. Taxation Details:

- (a) PAN Number:
- (b) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM, etc.):
- (c) GSTIN number:
- (d) Registered Address as per GST registration and Place of Delivery for GST Purpose:
- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

- ☐ We solemnly declare that our GST rating on the GST portal / Govt. official website is NOT negative / blacklisted during the last three financial years.

.....
(Signature with date)

.....
.....

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

.....
.....

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



Section XIII: Bank Guarantee Form for EMD
BANK GUARANTEE FOR BID GUARANTEE
(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To,
The Chief General Manager
Security Paper Mill
Narmadapuram, Madhya Pradesh – 461 005

Dear Sir,

Whereas (Hereinafter called the "Tenderer") has submitted its bid numbered dated for the supply of..... (Hereinafter called the "tender") against 's (insert name of Purchaser) (hereinafter called as the 'Purchaser') tender enquiry No. opened on Know all persons by these presents that we of (hereinafter called the "Bank") having our registered office at are bound unto the Purchaser, in the sum offor which payment will and truly be made forthwith, on demand by the Purchaser, without demure to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of this obligation are —

- (1) If the Tenderer withdraws or amends, impairs, or derogates from the tender, in any respect within the period of validity of this tender.
- (2) If the Tenderer or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer) breaches any of the provisions of the pre-bid/ Pre-contract Integrity Clause.
- (3) If the Tenderer having been notified of the acceptance of his tender by Purchaser during the period of its validity:-
 - a) Fails or refuses to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/ execute the contract.

We undertake to pay Purchaser up to the above amount, upon receipt of its first written demand, without Purchaser having to substantiate its demand, provided that in its demand Purchaser will note that the amount claimed by it, is due to it owing to the occurrence of one or more or all the above conditions, specifying the occurred condition(s). We agree that the decision of the Purchaser, whether above conditions have occurred, shall be final and binding on us.

This guarantee will remain in force for a period of (insert the period of validity plus 45 days, in words and figures) days after the date of(insert date of tender opening) and any demand in respect thereof should reach the Bank not later than the above date.

Date
Place

Witnesses

Signature
(Printed Name)
(Designation)
(Bank's Common Seal)

Section XV: Bank Guarantee Form for Performance Security

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND
(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)**

Ref

Date.....

Bank Guarantee No.....

To,

The Chief General Manager

Security Paper Mill

Narmadapuram, Madhya Pradesh – 461 005

Dear Sir,

1. Against contract vide Notification for Award of the Tender No..... dated covering supply of (hereinafter called the 'contract') entered into between the (insert name of Purchaser) (herein after called as the Purchaser) and M/s (hereinafter called the 'Contractor'), this is to certify that, at the request of the Contractor, we (name of the bank), are holding in trust in favour of the Purchaser, the amount of (write the sum here in words), to indemnify and keep indemnified the Purchaser, against any loss or damage that may be caused to, or suffered by the Purchaser, by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor; and the amount of loss or damage that has been caused or suffered by the Purchaser, shall be final and binding on us, and the amount of the said loss or damage shall be paid by us,
2. We (name of the bank), further agree that, the guarantee herein contained, shall remain in full force and effect, for sixty days after the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later, i.e. till....., (hereinafter called the 'said date') and that if any claim accrues or arises against us.....(name of the bank), by virtue of this guarantee before the said date, the same shall be enforceable against us..... (name of the bank), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us, (name of the bank), by the Purchaser, before the said date. Payment under this bond of guarantee shall be made promptly, upon our receipt of notice to that effect, from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (name of the bank), undertake not to revoke this guarantee during its currency, without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser, any money so demanded, notwithstanding any dispute or

disputes raised by the Contractor, in any suit or proceeding pending before any Court or Tribunal, relating thereto, our liability under this present, being absolute and unequivocal. The payments so made by us under this bond, shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us, for making such payments.

5. We (name of the bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract, or to extend time of performance by the Contractor, from time to time, or to postpone for any time or form, time to time, any of the powers exercisable by the Purchaser, against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we **(name of the bank)**, shall not be released from our liability under **(name of the bank)**, shall not be released from our liability under this guarantee, by reason of any such variation or extension being granted to the said Contractor, or for any forbearance and/or omission on the part of the Purchaser, or any indulgence by the Purchaser towards the said Contractor, or by any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date:

Place:

Signature.....

(Printed Name).....

(Designation).....

Witnesses

(Bank's Common Seal)

Section XVI: Contract Form

The Chief General Manager, Security Paper Mill, Narmadapuram, Madhya Pradesh – 461 005

Contract No. Dated.....

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

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

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

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

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

Any other additional services (if applicable) and cost there of:

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s), and place(s) of conducting inspections and tests.
 - (b) Designation and address of SPMCIL's inspecting officer
- (v) Destination and dispatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

(Signature, name, and address of SPMCIL's authorized official)

For and on behalf of

Received and accepted this contract

(Signature, name, and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

Section XVII: Letter of Authority for attending Pre-Bid Conference / Bid Opening
(Refer to clause 24.2 of GIT)

To,
The Chief General Manager
Security Paper Mill
Narmadapuram, Madhya Pradesh – 461 005

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

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

Order of Preference	Name	Specimen Signatures
----------------------------	-------------	----------------------------

I.

II.

Alternate Representative

Signatures of bidder or

Officer authorized to sign the bid
Documents on behalf of the bidder

NOTE:

1. In case of pre-bid conference, self-attested copy of proof of purchase of Bid documents, in the name of the bidder must be enclosed with this authorization, without which entry would be refused.
2. Permission for entry to the hall where even is held may be refused in case authorization as prescribed above is not produced.

For and on behalf of
(Name and address of the supplier)

.....
(Seal of the supplier)

Date:

Place:

Section XVIII: Proforma of Bills for Payments
(Refer Clause 22.6 of GCC)

Name and Address of the Firm

Bill No Dated

Purchase order No Dated

Name and address of the consignee

S. No	Authority for purchase	Description of Stores	Number or quantity	Rate Rs. P.	Price per Rs. P.	Amount
Total						

1. GST/ CGST/ SGST/ UTGST/ IGST Amount
2. Freight (if applicable)
3. Packing and Forwarding charges (if applicable)
4. Others (Please specify)
5. Net amount payable (in words Rs.)

Dispatch detail RR No. other proof of dispatch

Dated (enclosed)

Inspection Certificate No dated (enclosed)

Place and Date

Received Rs

Rupees)

We solemnly certify that:

- a. Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
- b. Goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
- c. We are registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- d. This bill form / invoice is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules has been sent to the Purchaser as and when deliveries are made to the consignee.
- e. That the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier

Section XIX: NEFT Mandate
(Refer clause 22.2 of GCC)

From: M/s.

Date:

To,
The Chief General Manager
Security Paper Mill
Narmadapuram, Madhya Pradesh – 461 005
Sub: NEFT payments

We refer to RBI's NEFT scheme. Our mandate SPMCIL for making payments to us through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

1	Name of City	
2	Bank Code No.	
3	Branch Code No.	
4	Bank's Name	
5	Branch Address	
6	Branch Telephone / Fax No.	
7	Supplier's Account No.	
8	Type of Account	
9	IFSC code for NEFT	
10	IFSC code for RTGS	
11	Supplier's name as per Account	
12	MICR Code No.	
In Lieu of Bank Certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your bank passbook issued by your bank for verification of the above particulars.		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option intimation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date

Signature of the Customer

Certified that the above particulars are correct as per our record.

Stamp and
Signature of authorized
Official of the bank.

Sec XX: INTEGRITY PACT
(Ref Para 44.3 of GIT)
(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.
- (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 non-binding 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.

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) 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.

THREE BID-SINGLE STAGE (THREE PACKET) TENDER
BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION

PART I – PRE-QUALIFICATION BID

S.No.	Tender Submission Check Points	Check before Submission Tick (✓)
1	Earnest Money Deposit	Applicable
2	Un-priced tender consisting of complete Qualification/ Eligibility of the tenderer as per Section-IX of this tender document.	
3	Audited Financial Statements of last 3 financial years i.e. 2022-23, 2023-24 and 2024-25 should be certified by accountant's e.g. Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries as per Section-IX of this tender document.	
4	One copy of tender duly sealed and signed shall be submitted on CPP PQB cover. It should not have any price aspects.	
5	Power of Attorney/authorization with the seal of the company of person signing the tender documents.	
6	Manufacturing Certificate /Manufacturer's Authorization Certificate: a. If the bidder firm is manufacturer then firm has to submit the valid Manufacturing registration certificate. b. If the bidder firm is not the manufacturer then firm has to submit the valid manufacturer authorization certificate/valid dealership certificate as per Section-XIV.	
7	Submit Declaration as per Annexure-II of the tender document	
8	Submit Declaration as per Annexure-III of the tender document	
9	Submit Declaration as per Annexure-IV of the tender document	

PART II – TECHNO COMMERCIAL BID

S.No.	Tender Submission Check Points	Check before Submission Tick (✓)
1	Technical Specification – as per Section VII (Annxxure-V) of tender document	
2	Fill Tender Form – Section X duly seal & sign (Without mentioning price)	
3	Accept validity, place of work, delivery terms, contract period, payment terms and warranty and all conditions as per Section VI of tender document	

NOTE: "BIDDER TO FURNISH STIPULATED DOCUMENTS ALONG WITH TENDER IN SUPPORT OF FULFILLMENT OF TENDER ELIGIBILITY CRITERIA. FURTHER CORRESPONDENCE IN THIS REGARD WILL NOT BE ENTERTAINED FOR ANY REASON. NON-SUBMISSION OR INCOMPLETE SUBMISSION OF DOCUMENTS MAY LEAD TO REJECTION OF OFFER"

PART III – PRICE BID

S.No.	Tender Submission Check Points	Check before Submission Tick (✓)
1	Price Bid as per Section XI (Price including all taxes & other charges as applicable)	

(Bidder's Seal & Sign) Seal & Sign

TENDER NO. SPMN/PM6/25-26/ _____, Dated: XX.XX.2025

(To be submitted on the letter head)

DECLARATION

We do hereby declare that,

1. We have not been debarred by SPM, Narmadapuram / SPMCIL / Department of Economic Affairs, Ministry of Finance / Department of Expenditure, Ministry of Finance/BNMPIL/BRBNMPL 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.....

TENDER NO. SPMN/PM6/25-26/_____ , Dated: XX.XX.2025

(To be submitted on the letter head)

DECLARATION

Land Border Clause

"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. (Strike through if not applicable)

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.....originate in.....(Name of the country).

Signature.....

Name.....

Designation.....

Date.....

Stamp of the

Organization.....

Annexure -IV

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?						
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						

CAPACITY AND CAPABILITY ASSESSMENT FORM			
	Questionnaire	Firm Response	Committee Observation
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		
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.		

CAPACITY AND CAPABILITY ASSESSMENT FORM			
	Questionnaire	Firm Response	Committee Observation
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.		
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		

CAPACITY AND CAPABILITY ASSESSMENT FORM			
	Questionnaire	Firm Response	Committee Observation
	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

Technical Specification of 6000 TPA CWBN Paper Machine with one Pulp Plant of 35 BDTPD & Two Sheeting Lines and Auxiliaries

Technical Specification for 6000 TPA New CWBN Paper Line

To Design, engineering, manufacture, supply, erection, installation, testing, commissioning and training for 6000 TPA of state of the art Cylindrical Mould VAT made Water Mark Bank Note (CWBN) Paper & Security paper Machine of reputed make, along with Pulp Mill of capacity 35 BDTPD, Two Sheeting lines and all auxiliary plants required for successful operation of plant on turnkey basis.

Below are the details & requirements.

Major Plant & Machinery: List of major plant & machinery is given below:

Sl. No.	Description	Rated Capacity/ Specification	Quantity
1	Cotton comber Pulp Mill BD Pulp	11,200 TPA/35 BDTPD	One(1) complete unit of Cotton comber pulping line and one (1) no. slushing, refining & feeding line for BCL/BCCP/ CWP.
2	Paper Machine Data:		One (1) complete unit
	Finished Paper Production	6,000 TPA	
	Forming Width (min.)	2800 mm	
	Deckle at Reel	2540 mm	
	Basis wt. range	70-120 gsm	
	Operating Speed Range	80-120 m/min	
	Paper grade	Banknote paper/Security Paper/Passport Paper	
3	Final Sheeting and Packaging line:		
3.1	Re-winder :		01 Complete Unit
	Web width at PM reel	2540 mm	
	Operating speed	600 meter/min	
	Minimum winding diameter	600 mm	
	Maximum mother reel diameter	1800 mm	
	Minimum cutting width	200 mm	
	Inner reel core (HDPE) diameter	127 & 76 mm	
3.2	Sheeter & Packaging line:		02 Nos. of Complete Unit
	Maximum web width	853 mm	
	Minimum web width	400 mm	
	Maximum reel diameter	1800 mm	
	Inner reel core (HDPE) diameter Incoming reel	127 & 76 mm	
	Operating speed	350 meter/min.	

1. Pulp Mill: 35 BDTPD (Plant Running: 22hrs 30min)

1.1 Process Description : The cotton comber pulping process

Raw material: Indian Cotton comber (from local market)

Cotton Comber Handling & Dry Cleaning -

The major equipment in this section comprises:

- i. Bale Opener & dry Cleaning with suitable fiber dust hood (openable) for prevention of loose fiber dust to ambient.
- ii. Automated air filtration unit with fiber recovery & briquetting facility.
- iii. Suitable system should be provided at dry cotton handling section & Automatic air filtration unit to maintain dust free environment.
- iv. Dust, heavy & light waste and other contaminations segregation system in closed loop.
- v. Multiple stage Metal particle detection system with in-line segregation.
- vi. Magnetic trap System to remove the ferrous based materials (wherever applicable like in Bale Opener, Cyclone separator, pulp feeding lines etc.)
- vii. Mass & air flow monitoring System.
- viii. Colored & UV fluorescence active fibre detection system with in-line segregation to meet the desired capacity & quality.
- ix. Multiple stage Fire detection & prevention system for machineries
- x. Pulping & Bleaching Process — Advanced Chemi-Mechanical Pulping (CMP) Technology
- xi. Chemical Preparation, storage & distribution system with standby dosing arrangement.
- xii. Fiber recovery system for wash filtrates from Pulping & Bleaching Process.
- xiii. Key quality parameters for pulp production such as Online measurement pulp brightness, Fiber Morphology i.e. Fiber Length, Fiber width, curl %, optical coarseness, Kink/Kink Angle degree, Fine distribution and degree SR/Freeness etc., pH, Consistency etc. at different stages.
- xiv. Fibres Shortening & Pulp Refining by suitable refiners with standby facility.
- xv. All Chest & Tanks should be Stainless Steel.
- xvi. Compressed Air System for Pulp plant with standby shall be provided to cater all the major requirement.
- xvii. Paper machine's clear water and recycled water (back water) may also be used in the process of pulp plant. Suitable arrangement for the same should be provided.
- xviii. There should have separate arrangement for processing (slushing, refining and storage) of 25 MT per day Bleached cotton linter pulp/Chemical Hard wood pulp (CWP) to meet the pulp demand of paper machine during manufacturing of CWBN, Passport Paper and other security paper.
- xix. Suitable arrangement to be provided for pulp transfer from slushing facility with separate 35 MT per day refining line capacity for Bleached Cotton Comber Pulp (BCCP) with storage.
- xx. Interconnection also to be provided for transfer of refined pulp from pulp plant to existing paper machine (i.e. PM#5) with DCS/PLC control along with other accessories (except pipeline battery-limit to battery limit).
- xxi. Online monitoring system for Temperature and vibration for major rotating equipment.
- xxii. 250cu. Meter capacity of unrefined Pulp storage tanks/chests.
- xxiii. Refined Pulp storage tank: 2 Nos. with capacity of min. 250 cu. Meter each.
- xxiv. Chemical unloading facility with storage & service tank with accessories.
- xxv. % yield : min. 90%
- xxvi. Suitable Biocide dosing program at different location at NPP like Pulp Storage and Fresh water/ RO water.
- xxvii. Fiber dust/ fine dust trap systems to trap particles from ambient in the dry-cleaning section.

- xxviii. Material of construction for all chemical tanks shall be of SS 316L.
- xxix. All tanks, chest required for water, clarified water, white water, super cleared water and pulp storage should be of suitable SS grade.
- xxx. The dry-cleaning system should have suitable fire suppression system. Necessary feedback/ interlocks shall be provided by the BIDDER to Multi-stage Fire/spark Detection and extinguishing system in Dry Cleaning section.
- xxxi. The supply shall be complete in all respects which shall include the tanks / chests, agitators, pumps, pipelines, motors, including field & integral instruments, isolation/ manual valves etc.
- xxxii. Battery limit of chemical unloading: Inlet flange of the unloading pump and onwards is in bidder scope.

The cotton comber pulp produced shall have following characteristics:

- | | | |
|------|--|------------|
| i. | Brightness (min) | 88 % (ISO) |
| ii. | Freeness | 45-65 °SR |
| iii. | Consistency | 3-4% |
| iv. | Average fibre length of refined pulp | 0.8-0.9 mm |
| v. | pH of bleached pulp | 6.5-7.5 |
| vi. | UV fluorescence at 365 nm of Bleached Pulp | Inactive |

2 Paper Machine

The paper machine shall be designed for 6,000 TPA finished CWBN paper.

BASIC TECHNICAL PARAMETERS OF CWBN PAPER MACHINE

SL. No	Item	Unit	Value
1	Operating Speed Range	mpm	80-120
2	Balancing Speed (min.)	mpm	150
3	Operating Days in a year	Days/Year	320
4	Deckle At Reel	mm	2540
5	Basis Weight Range	gsm	70-120
6	PVA/PUD Application	gsm/side	1.5 – 5.0
7	Average Moisture In Paper At Reel	%	6
8	Dryness of Paper After Press (min.)	%	45
9	Dryness of Paper Web Before Sizing (min.)	%	98
10	Average Dryness at Reel	%	94
11	Smoothness of paper	ml/min	50-800

Note:

1: Speed will be calculated at Mastervat

2: Paper machine framing and dimensioning of rolls should be designed at balancing speed.

2.1 Paper Making Process - Banknote Paper / Security Paper

The manufacturing of banknote paper, security paper, passport paper shall comprise of stock preparation, approach flow system, paper machine, including auxiliaries are as below:

2.1.1 Stock Preparation

- a) BCL/Chemical Hardwood pulp storage facility for blending purpose.
- b) Approach Flow System.

- i. Approach flow system including basis weight valve, centri-cleaning system, pressure screen system, white water silo, pumps, etc. to be provided in downstream of stock preparation, which shall be able to process the BCCP/BCLP/CWP and the mill made pulp through Trim Refiner with stand-by.
- ii. A minimum 3-stage of centri-cleaners to separate heavy contaminants and minimum 3-stage centri-cleaners to separate light contaminants from furnish to be provided.
- iii. The fiber loss (approach flow system) at paper machine should be less than 2%.
- iv. Inlet and outlet isolation valves for each Centri-cleaner bottle shall be provided for maintenance, without disturbing the plant operations.
- v. Separate primary screen of low pulse design suitable for cotton pulp/BCCP/BCLP/CWP for cylinder mould and former with slotted basket to be considered.
- vi. Key quality parameters for stock pulp of trim refiner such as online measurement of pulp's fiber morphology i.e. Fiber Length and degree SR, Consistency etc. to be provided.
- vii. Online pH monitoring, temperature, ORP and Zeta potential analyzer system at head box
- viii. Suitable Process and shower water supply system
- ix. Suitable LP shower and HP shower system designed for paper machine.
- x. Water pump system with stand-by
- xi. Suitable Biocide dosing program at different location at paper machine like stock preparation, chemical back water and Fresh water/ RO water.
- xii. Suitably designed distributor system shall be provided to distribute, monitor, and control the pulp flow between the cylinder mould sections and to uniformly distribute the pulp across the deckle in both the cylinder mould sections.

c) Broke Preparation System

A suitable broke pulping system (dry i.e. without security thread and wet broke) with adequate handling, processing, transfer & storage capacities shall be designed. The system shall be provided with adequate cleaning & screening system. As per plant capacity Broke Pulpers of adequate size needs to be installed with adequate ease of operation & maintenance.

- i. High consistency pulper including hood for pulping recovered paper
- ii. Broke screen
- iii. Pulper dump chest & broke storage chest with agitators, etc.
- iv. The BIDDER shall provide on line measurement equipment for broke pulp for Consistency , pH, Temperature

d) Vacuum System

- i. Suitable VFD Driven Vacuum System along with stand by vacuum pump & fan (online measurement & control in DCS).
- ii. Vacuum pump should be of Water ring type or any other energy efficient should be provided.
- iii. White water from separator tanks, sealing pits and shower trays should be collected and transferred to white water recovery system.
- iv. Cooling towers for the sealing water system with screen/filter should be provided.

e) Steam and Condensate system

- i. The BIDDER should provide the entire steam & condensate system including the flash steam separators, pumps, tanks, piping, safety relief valves, pressure reducing valves, steam traps, instruments (level, pressure, temperature and flow transmitters and gauges) etc.

- ii. Separate Steam header line for LP and MP steam with required pressure regulating valves should be provided.
- iii. Condensate tanks and pumps shall be provided and positioned outside the hood.
- iv. Steam & condensate system shall be of cascade type with thermo-compressor system for flash recovery. At least 90% of condensate recovery to be designed.
- v. All the tanks, piping and valves should be heat insulated.
- vi. All steam & condensate lines after tapping (battery limit) for the plant will be in scope of supplier and should follow latest IBR (Indian Boiler Regulation) norms.
- vii. Detail design & drawing for steam & condensate pipe line from existing boiler header to proposed paper machine building will be provided by supplier. However steam & condensate pipe line and other auxiliary support required for this work from existing boiler to battery limit of proposed paper machine will be in scope of purchaser.
- viii. Condensate discharge point shall be at one end of the paper machine building. BIDDER shall supply all the items from the condensate pump till this discharge point within paper machine building.
- ix. SPM will provide a single point steam tapping [approx. 8 bar (g) 179° C] outside (within 10 meters) of Paper machine building. Further distribution of steam will be in scope of supplier.

f) Hood and ventilation system

- i. Dryer section hoods with high dew point, which include the basement floor hood and ventilation system, should be provided. Maximum steam efficiency & minimum heat loss, accessibility & ease of maintenance, control of air flows & correct distribution of drying air etc., should be ensured with the design.
- ii. The dryer hoods shall have sufficient number of hood lifting doors and hood lifting devices /panels including integral motors and instruments. The machine drive side should have sliding doors. Hood lifting doors shall be of aluminum or of superior material of construction. The material shall be indicated in the bid. The hood panels and doors should be properly insulated to avoid heat losses. Provision for good visibility should be ensured. Fire detection and alarm, fire protection system and lighting inside hood shall be in BIDDER's scope should be provided.
- iii. Pocket ventilation system, hot air blow fans, exhaust blower and heat recovery system with suitable auxiliaries should be provided for dryer section.

2.1.2 Chemical Additive Plant and Control System:

- i. Chemical Additive Preparation, Dosing & Storage Plant for CWBN paper.
- ii. The supply shall be complete in all respects, which shall include preparation tanks, make down vessels, storage tanks, Hot water systems, dust collectors, agitators, pumps suitable for chemical dosing, piping, fittings, valve, instrumentation like load cells, level measurements, flow measurements, VFD and control system etc.
- iii. Chemical Additive Preparation, Dosing & Storage Plant for Security paper like passport paper, NJSP, postal stamp paper etc.
- iv. Security features Preparation and dosing Plant for CWBN paper.
- v. Security features Preparation and dosing Plant for Security paper like passport paper, NJSP, postal stamp paper etc.

- vi. Chemical dosing pumps with stand-by
- vii. Dye dosing :
 - a. The dosing pump of the above shall be of solenoid driven diaphragm pump with standby arrangement.
 - b. All these pumps shall have individual flushing lines.
 - c. The valves used in these lines shall be of suitable type to avoid any jamming issue.
- viii. Chemical storage & service tank with accessories
- ix. Chemical unloading facility with storage & service tank with accessories
- x. Separate preparation tanks for different chemicals to be provided.
- xi. Battery limit of chemical unloading: Inlet flange of the unloading pump and onwards is in bidder scope.
- xii. Following chemicals should be considered for designing the preparation plant.

S.No.	Chemical	State	Description
1	Caustic Lye (NaOH ~ 50 %)	Liquid	Tanker
2	Hydrogen Peroxide (H ₂ O ₂ ~ 50 %)	Liquid	Tanker
3	Sulfuric Acid (H ₂ SO ₄ ~ 98 %)	Liquid	Tanker
4	Titanium Di Oxide	Powder	20-25 kg bags
5	Dyes (Four Numbers)	Liquid	Drums
6	Polyurethane (PU)	Liquid	1 m ³ container
7	Poly Vinyl Alcohol (PVA)	Powder	20-25 kg bags
8	Carboxy Methyl Cellulose (CMC)	Powder	20-25 kg bags
9	Wet strength Chemical	Liquid	1 m ³ container/ Tanker
10	Broke pulping chemicals (NaOH and	Liquid	Tanker
11	Mould & felt cleaning chemical (NaOH)	Liquid	20-25 litre Drums
12	Defoamers (Separate dosing tank for	Liquid	Drums
13	Biocide	Liquid	Drums
14	Polymer	Liquid	1 m ³ container
15	Coagulant	Liquid	1 m ³ container
16	Crosslinker	Liquid	20-25 kg drum
17	Internal Sizing Agent	Liquid	1 m ³ container/ Tanker
18	Fire red	Powder	10-25 kg. drum
19	Potassium Ferro cyanide	Powder	25-50 kg bags
20	Magnesium Sulphate	Powder	25-50 Kg bags

- xiii. Any other equipment/system for other required chemicals not mentioned here which is necessary for the satisfactory, reliable and safe operation and maintenance of the plant and required for achieving guaranteed performance of the plant shall be in BIDDER's scope.

2.1.3 Paper Based Additives Preparation Plant

- i. The supply shall be complete in all respects which shall include preparation tanks, make down vessels, storage tanks, agitators, pumps suitable for additive dosing, piping, fittings, valve, instrumentation like load cells, level measurements, flow measurements, VFD etc. Preparation tank should be of minimum 2m³ and storage tank should be of minimum 3m³.
- ii. One standby additive dosing pump in addition to working pump with all accessories to be provided.
- iii. Following details to be considered for designing the paper-based additives preparation plant.

S.No.	Paper based Additive	State
1	Additive 1	Powder
2	Additive 2	Fibrous material

- iv. For additive 1, (scanner will in scope of SPM-Narmadapuram)
 - a. suitable space provision before calendar section
 - b. Suitable mounting arrangement & required accessories for its smooth Cross directional movement ensuring parking & operating position suitable for various denominations should be in scope of supplier.
 - c. Necessary dosing system & equipment for auto control should be in scope of supplier.
- v. The dosing pump of the above shall be progressive cavity pump with standby arrangement.
- vi. All these pumps shall have individual flushing lines.
- vii. The valves used in these lines shall be of suitable type to avoid any jamming issue.
- viii. The layout of pumps shall be of maintenance friendly and shall have sufficient space to maintenance.

2.1.4 Fiber Recovery

A suitable Disk Filter / Dissolved Air Flotation (DAF) system of adequate capacity shall be provided to get filtered water less than 5 ppm. The BIDDER should design the DAF and secondary filtration unit, such that its clear water can be used at the paper machine lubricating/cleaning (LP and HP) showers.

- 2.1.5 A minimum capacity of 50m³ each storage tank be provided for white water, clear water and super clear water storage.

2.1.6 Paper Preparation

a) Forming Wire Section

- i. Cylinder Mould vat system.
- ii. Short former system.
- iii. State of the art Dual Security Thread Feeding System with oscillation control for feeding security threads shall be provided with adequate spindles (min. 48 spindles).

- iv. The thread feed should be provided with servo controlled oscillating mechanism and individual tension control. Oscillation system to be designed to provide oscillation up to +/- 10mm from reference point.
- v. Suitable thread guide system shall be provided to direct the thread into the vat in desired direction. The bobbin holder should be capable of holding not less than 10 kg of security thread bobbin. System should be capable to handle up to 8 mm wide security thread.
- vi. Local and remote-control of security thread feeding system should be provided.
- vii. System should generate Security thread consumption reports for different types of threads.
- viii. The Security thread feeding system should be integrated with DCS.
- ix. Wet web inspection system for detecting presence of security thread and correctness of thread surface should be provided between the forming section and press section.

b) Press Section

- i. Suitable press section Bi-Nip/Dual pickup press.
- ii. The press section shall be designed suitably considering dryness after press a minimum of **45%** with uniform moisture profile.
- iii. Low-pressure showers for doctored rolls, lubricating showers for UHLE boxes, strategically located chemical cleaning showers etc., for the operation should be provided. Showers should be of self-cleaning type.

c) Dryer Section with suitable rope system.

- i. Dryer Cylinder with coated surface.

d) PDS Scanner :

- (i). Inline scanner system for basis weight and moisture measurement (CD and MD Profile) of web located after PDS and before Size Press/Sizer.
- (ii). The system should be integrated with dry end QCS System for online profile of PVA / PU surface coating in MD/CD direction at Final web.

e) Sizing Section for PVA/PU:

- i. Suitable surface size press with non-contacting drying and post drying system.
- ii. The size press shall be designed to ensure uniform PVA/PU application and should have good runability. The system shall be designed for PVA/PU solution with solid content up to 12%.
- iii. All the transfer and dosing pumps (preferably progressive cavity pumps) should have standby arrangements with individual flushing line.
- iv. The spreader / Bow roll used should be of single sleeve at outer case, which can handle the temperature of (80-100) degree centigrade

f) Calendaring system

- i. Suitable Soft-nip Calendar with anti-deflection control facility
- ii. System equipped with anti-static elimination system
- iii. Set of cooling rolls with necessary cooling arrangement before calendaring rolls should be in BIDDER's scope.
- iv. Soft-nip calendar system should have capability to meet the uniform caliper profile and desire technical specification of CWBN paper, passport paper and security paper.
- v. Suitable safety devices/ controls should be incorporated in the calendar controls to separate the nip to avoid any damages, on detection of any problems.

g) State of the art Wet end inspection system equipped with latest technology with audio-visual alarm in Dry end & wet end control room.

- i. Wet web inspection system for detecting presence of security thread and correctness of thread surface should be provided between the forming section and press section
- ii. Thread to be detected in defined area/ zone which shall be customized as per denomination layout.
- iii. System must be capable of recognizing two threads per note, approximately 15 - 36 threads/ deckle. Threads may be of different type and different width, mostly in the range of 1 mm to 8 mm. System should be able to detect the thread size of 1mm to 8mm.
- iv. The system should detect different types of security threads like color shift, silver color, moving images, motion thread, thread with micro text, image shift, windowed thread, fully embedded thread etc.
- v. An alarm and flashing light need to be provided in case of thread flip, thread break and out of position.
- vi. Remote diagnostic facility to be provided in the system including LAN point inside the panel.
- vii. Server shall have state of the art hardware with latest operating / package software.
- viii. Proper platform to be should be provided for access during the maintenance.
- ix. Illumination system need to should be modular and plug & play type.
- x. Adjustment of illumination intensity as per the customer's requirement need to be should be provided in the software.
- xi. Proper cooling system for illumination and server to should be provided.
- xii. The supplied system should be at least IP-65 / latest available in the market compliant suitable for wet end application.

h) State of the art Online web inspection system at Dry end with following features

- i. Detection & Inspection of windowed thread (Single & Dual) like break, width, position, oscillation, period, flip, bright, dark, Micro text position and readability with template, moving images/ image shift, UV detection etc.
- ii. Thread window defects like opening, closing/ filling, number of windows
- iii. Detection & Inspection of watermarks, Highlighted watermarks, Paper defects, Dirt's (top & bottom), pinholes, wrinkles, partial rupture, tear/cuts in paper etc.
- iv. Sheet width and length as per layout
- v. Skewness /squareness of the sheets across deckle
- vi. Detection of marks like cut mark, start mark, skew mark, track-line etc.
- vii. Detection of defects available in Plain Area, Watermark area, E-type and must be able to classify defects by size, location, area, layers, sensitivity etc.
- viii. The location of the system is at dry end area preferably should be in-between the QCS and pope reel in Paper machine.
- ix. System must be capable of recognizing two threads per note, approximately 15 - 30 threads/ deckle. Threads may be of different type and different width, mostly in the range of 1 mm to 8 mm.

- x. The system should be capable to work with all types of security threads that are available in the market like color shift, silver color, fluorescent thread, moving images, motion thread, thread with micro text, image shift, windowed thread, fully embedded thread etc.
- xi. The system should count the number of security fibers (active under UV light - 365 nm) in each note/ pre-defined area with average fiber distribution reading is required to be displayed in LED display at required location.
- xii. Provision for additive2 with closed loop feedback to DCS system for controlling the additive2 flow.
- xiii. An alarm and flashing light need to be provided in case of defect, number of defects/ types shall be custom adjusted in the software.
- xiv. Sheet needs to be marked in case of any defect. The marking shall be decided by the customer for the type of selected defects. Provision of the same to be provided in the software. Adjustments for individual marker is customizable.
- xv. Marking system along with standby need to be of instant dry type (laser print), marking size and shape is custom defined. Controller for each marker to be provided with a touch screen GUI.
- xvi. There are multi lanes in the paper machine, provision for selecting number of lanes should be provided. (presently it is 3 lanes)
- xvii. Necessary remote diagnostic facility should be provided in the system including LAN point inside panel of the system.
- xviii. Server should have state of the art hardware with latest operating / package software.
- xix. Proper platform to be provided for access during the maintenance.
- xx. Display monitors (1 display for each lane) need to be provided in the dry end and wet end control room and a set of 3 numbers of 80 inches at the location required by the purchaser to display all threads simultaneously.
- xxi. Illumination system should be modular and plug & play type.
- xxii. Adjustment of illumination intensity as per the customer's requirement need to be provided in the software.
- xxiii. Proper cooling system for illumination, cameras and server to should be provided.
- xxiv. All standard reports should be generated roll wise. Back up reports should be saved for at least 6 months. The report should customizable as per purchaser's requirement.
- xxv. The system should have sufficient storage to save at least defect images for 30 days of production. Selecting filters for defect type, date range etc. should be provided.
- xxvi. Provision for inspection of multi products and denominations in the same deckle should be provided.
- xxvii. Provision to inspect each note with a minimum of 10 watermarks, 10 E-types, 04 window threads, 04 fully embedded threads to should be provided.
- xxviii. Provision to switch between note area inspection and whole sheet inspection to should be provided.
- xxix. Provision to inspect advance watermark and template creation should be provided.
- xxx. Realtime graphics for defects, threads, watermarks etc., are required to be provided.
- xxxi. Standard tolerances for measurement adjustments should be provided.
- xxxii. System should have the provision for detecting planchettes, holograms and other industry standard products.
- xxxiii. Defect detection with separate adjustable inspection sensibility in plain and watermarked area.

- xxxiv. Inspection system at Paper Machine should also be able to inspect wrinkles as well as reflection channel for both side (top/bottom of paper).
- xxxv. Detection & Inspection of displacement of watermarks from their ideal position.
- xxxvi. Detection & Inspection of security threads with embedded and windowed.
- xxxvii. Detection & Inspection of single and dual color & Tri-colour UV security fiber.
- xxxviii. Detection & Inspection of width of security thread of embedded and windowed.
- xxxix. Reject sheet marking system to be incorporated in each lane with dual protection system (min. 6 heads for 3 lanes) with audio-visual alarm in Dry end & wet end control room.
- xl. System should be capable to generate shift wise, day wise, month wise etc. reports in customizable & presentable format
- xli. Other than control stations provided at Cross-cutter and Paper Machine, a separate system for analysis and report creation should be supplied.
 - a. The system should be kept in the network of inspection systems in such a way that it should be able to fetch all the historic & real time data required for analysis/report preparation.
 - b. The system shall be separately installed in the office i.e. location other than the control rooms.
 - c. The system should be equipped/loaded with suitable software necessary for report creation.
 - d. The system should be able to generate the report period wise, denomination wise as well as defect type wise.
- xl.ii. There should not be any lag/delay in real time data/live view of running paper.
- xl.iii. System should be able to handle all the real time defects without system overloading.
- xl.iv. In the defect view real time images should be displayed by the system i.e. standard/prototype images for defects should be avoided.
- xl.v. System must be equipped with AC cooling system for cameras.
- xlvi. Resolution of system should be atleast 0.1 mm.

i) Pope Reel

- i. Suitable system for up to 1800 mm diameter of parent jumbo roll (Approx. 3.5 MT \pm 0.5MT roll weight)
- ii. Automatic Reel turn up system along with shaft stand and 12 nos. winding shaft inclusive of applicable auxiliary equipment.
- iii. Storage of Jumbo reel for 4 nos. at pope reel
- iv. Transport system of jumbo reels from pope reel to Rewinder.

j) Auxiliary Equipment's

- i. Hood and Ventilation System
- ii. Steam and Condensate System
- iii. Centralized Oil Lubrication System for paper machine.
- iv. Centralized greasing system for dryer section.
- v. Mechanical Drive System.
- vi. Individual Air Compressors with stand by for instrument air
- vii. Material handling equipment for the complete paper machine

- viii. Motorized hoists wherever necessary for ease of maintenance
- ix. Monorails, wherever required, for maintenance and shifting of equipment shall be under bidder's scope.
- x. The supplier shall also provide the CNC Roll Grinding machine, Roll cleaning system etc.
- j) The system shall be designed to ensure profile uniformity, uniform fiber and filler distribution with good formation and Machine Direction/Cross Direction stability. The design shall also ensure high level of mechanical and thermal stability to ensure profile uniformity. The distinct features of the offered system shall be substantiated with technical details.
- k) The former part showers shall have actuated mechanism with which the oscillation speed could be controlled in respect of the fabric speed, preferably electro mechanical mechanism. Showers shall have self-cleaning devices. Number of showers should be designed to keep the fabric contaminate-free. Trim squirt, traveling squirt, edge-cleaning showers, strategically located chemical cleaning showers, lubricating showers for doctors etc., should be provided as per the functional requirements.
- l) Fully automated servo-controlled or stepper motor controlled trim squirt and travelling squirt unit with high accuracy of +/- 1mm to be provided with the nozzles with locking device.
- m) All the mechanical guards in the former section should be of SS316.
- n) Suitable paper feeding system with rope should be provided.

2.2 Mould Cover Preparation Plant:

The mould cover may be manufactured by multilayer phosphor bronze or alternate quality wire mesh of adequate size to produce superior quality multi-tone portrait watermarks, electrotpe and other water marks. The design of the mould cover shall facilitate production of windowed security thread in the banknote paper. The Mould cover making plant should have facility to manufacture one mould cover within 10 days (one shift of 8 hrs. per day)

Mould cover making plant shall include:

- i. With latest technologies to produce the High definition/ advance quality watermark.
- ii. Suitable software for watermark design facility. A Centralized design to maintain the standardized uniform water mark quality which consists of photoshop, illustrator, coreldraw, cimagraphi, with one designer computer with all accessories should be provided.
- iii. Watermark Die making facility (CNC machine & security software) with laser attachment to make advance water mark for suitable engraving process.
- iv. Suitable embossing, cutting facility with fume/ dust extraction and collection system. (with machine & software).
- v. Suitable automatic Electro Type Numeral (ETN) welding machine. (with machine & software).
- vi. All necessary tools & tackles for manufacturing of mould cover/Dies should be provided.
- vii. Laser cutting machine for electro type water marks
- viii. Suitable Spot welding machine.
- ix. Suitable seam & seamless welding machine.
- x. Suitable setup for final seaming and spot welding.

- xi. 3 Nos. of Expansion Cylinder mould with required no. of ring sets to cover entire range of denominations along with accessories considering manufacturing of CWBN & Security paper/passport paper.
- xii. Firm shall furnish the detail specification of the wire meshes that should fulfill the requirement of watermark design and its characteristic.
- xiii. Suitable 2 Nos. Expansion Cylinder mould washing unit with chemical dosing facility. Washing unit should be equipped with Fish tail shower along with connection to High pressure up to 20 bar. Suitable Hot water/NaOH connection should be provided.
- xiv. Mould cover storage and handling equipment like Cradles, battery operated stacker etc. (minimum 15 numbers of trollies).
- xv. After Acceptance, supply of wire mesh & ETN plate to produce 12 nos. of mould cover will be in the scope of the bidder.

Note: A new line of Mould Cover Making set-up to be installed in the existing facility.

3 Finishing Section

3.1 Winder/Re-winder:

Slitter re-winder should be equipped with trim collection and dust extraction system. Twin drum winder/re-winder suitable for watermarked banknote paper/Security Paper/Passport paper register cutting, complete with all components, accessories and controls will be considered to obtain sheet sizes in multiples of denomination dimensions being produced with minimum trim loss.

The salient features for the winder may be considered as follows:

i.	Web width at PM reel	2540 mm
ii.	Operating speed	600 meter/min
iii.	Minimum winding diameter	600 mm
iv.	Maximum mother reel diameter	1800 mm
v.	Minimum cutting width	200 mm
vi.	Inner reel core (HDPE) diameter	127 & 76 mm
vii.	No of slitters (min.)	8
viii.	Grammage of Paper	70-120 g/m ²

The slitter re-winder should have automatic web tension control, automatic registered web guiding with live track line view on screen, web static control & monitoring, reel ejection system, even edge profiling.

Slitter with integrated dust hood along with web dust extraction including web static elimination and collection system at slitter-rewinder shall be considered and should be provided. Necessary dust elimination measures should be provided to avoid customer complaints related to the dust. Dust extraction air to be sent to ambient atmosphere after filtration (not to be recirculated in section).

3.2 Independent Sheeting Lines: Qty. 2 Nos.

- i. Automatic sheeting and packing line with following features shall be installed in order to obtain 6000 TPA finished CWBN paper (per sheeter):
 - a. Maximum web width 853 mm
 - b. Minimum web width 400 mm
 - c. Maximum reel diameter 1800 mm
 - d. Inner reel core (HDPE) diameter 127 & 76 mm
 - e. Operating speed 350 meter/min
- ii. Sheeter shall produce sheets of correct length, width and squareness as per the requirement of various denomination banknote/ Security papers/passport paper.
- iii. Sheeter & Packaging Line should have suitable trim collection system and dust hood & extraction & collection system to prevent paper dust spilling during paper converting.
- iv. Automatic systems for web guiding, tension control, inline Notching, Reel splicer, Static Elimination System, & online inspection systems etc. should be provided.
- v. Sheeter should have suitable system to segregate accepted and rejected sheets duly counted.
- vi. Sheeter should have facility to uniformly pile upto 10,000 rejected sheets with counting & reconciliation.

- vii. Alphanumeric/ Bar coding system (Track & Trace) for each and every sheets processed at sheeter should be provided for accounting & re-conciliation. Machine should have the facility to mark alphanumeric/ barcode at a pre-determined registered location on the edge of web (inline). This facility should be provided after slitting of the web to suitable width and before web quality inspection system of the sheeting line. This provision is to be made to ensure the tracking & tracing, as well as accountability, of each individual sheets produced from the reel. The mechanism of code marking, tracking and tracing should be such that the position of code marking should be adjustable as per denomination. The system should be able to track the sheets to the ream and subsequent packed box level. Necessary software and hardware systems & controls for the complete code marking system should be provided.
- viii. Accepted sheets should be stacked automatically to form a ream of 250/500 sheets.
- ix. Sheeter should have online four corners counting system for all reams.
- x. Suitable inline card board applicator system (top & bottom) should be provided to insert card board on each ream.
- xi. Perfectly counted reams should be side-stamped '250' or '500' on one side.
- xii. System should have facility to differentiate between perfectly counted reams (250/500 sheets) and suspected reams.
- xiii. Suspected (wrong count) reams should go automatically for checking/recounting line and then transfer to the main packing line.
- xiv. Auto-packaging line have facility to shrink wrap (HDPE) for all reams.
- xv. Suitable automatic reams stacking system should be provided.
- xvi. In-line label applicator system for each ream having details ream weight, Denomination, Nos. of sheets, Batch No. & Date, etc.
- xvii. Suitable guillotine system to be incorporated in both the sheeters to salvage good reusable portion of the paper (without security threads) from the reject sheets.
- xviii. Two number of bale press would be provided for 2 no. of sheeter along with the provision for collecting threaded trim in 1 bale press and without thread trim in other bale-press.
- xix. Shredding & briquetting machine should have capacity to handle all type (in bundle form of approx. 30 kg having 2.5 mtr. Width) of spoil paper and should have minimum capacity i.e. 08 MT per day in briquette form. Material to be shredded and granulated to maximum size of 6x6 mm
- xx. Enclosure for dust extraction of the Briquetting system should be provided.

3.2.1 System should be able to provide 6 months data/report roll wise, shift wise, day wise & month wise production report containing Total sheet processed, delivery wise accepted sheets, rejected sheets due to sheeter, rejected sheets due to inspection system command, no. of reams produced and report should be customizable as per purchaser requirement

3.2.2 State of the art Online web inspection system with following features

- i. Inspection system should have capability to deliver 100 % defect free paper sheets from the sheeters.
- ii. Automatic web quality inspection systems should be provided in the automatic sheeting and packing line to segregate accepted and rejected sheets and stack on different piles. Necessary facility for sampling of good & reject control sheets should be provided.
- iii. Inspection system should have interlock with the sheeters while inspection stops i.e. hang/failed/sleep etc. then sheeter must be stopped automatically.

- iv. Detection & Inspection of windowed thread (Single & Dual) like missing, break, width, position, oscillation, period, flip, bright, dark, Micro text position and readability with template, moving images/ image shift, UV detection etc.
- v. Thread window defects like opening, closing/ filling, number of windows
- vi. Detection & Inspection of watermarks, Highlighted watermarks, Paper defects, Dirt's (top & bottom), Gloss (Top & Bottom) pinholes, thin place, wrinkles, partial rupture, tear/cuts in paper etc.
- vii. Sheet width and length as per layout
- viii. Skewness /squareness of the sheets across deckle
- ix. Detection of marks like cut mark, start mark, skew mark, track-line etc.
- x. Detection of defects available in Plain Area, Watermark area, E-type and must be able to classify defects by size, location, area, layers, sensitivity etc.
- xi. System must be capable of recognizing two threads per note, approximately 15 - 30 threads/ deckle. Threads may be of different type and different width, mostly in the range of 1 mm to 8 mm.
- xii. The system shall should be capable to work with all types of security threads that are available in the market like color shift, silver color, fluorescent thread, moving images, motion thread, thread with micro text, image shift, windowed thread, fully embedded thread etc.
- xiii. The system should count the number of security fibers (active under UV light - 365 nm) in each note/ pre-defined area with average fiber distribution reading is required to be displayed in LED display at required location.
- xiv. An alarm and flashing light need to be provided in case of defects, number of defects/ types shall be custom adjusted in the software.
- xv. Necessary remote diagnostic facility to be should be provided in the system including LAN point inside panel of the system.
- xvi. Server should have state of the art hardware with latest operating / package software.
- xvii. Proper platform to be provided for access during the maintenance.
- xviii. Illumination system should be modular and plug & play type.
- xix. Adjustment of illumination intensity as per the customer's requirement need to be provided in the software.
- xx. Proper cooling system for illumination and server to should be provided.
- xxi. All standard reports should be generated roll wise. Back up reports should be saved for at least 18 months. The report should customizable as per purchaser's requirement.
- xxii. The system should have sufficient storage to save at least defect images for 30 days of production. Selecting filters for defect type, date range etc. should be provided.
- xxiii. Provision to inspect each note with a minimum of 10 watermarks, 10 E-types, 04 window threads, 04 fully embedded threads to should be provided.
- xxiv. Provision to switch between note area inspection and whole sheet inspection to should be provided.
- xxv. Provision to inspect advance watermark and template creation to should be provided.
- xxvi. Realtime graphics for defects, threads, watermarks etc., are required to be provided.
- xxvii. Standard tolerances for measurement adjustments need to should be provided.
- xxviii. System should have the provision for detecting planchettes, holograms and other industry standard products.
- xxix. Defect detection with separate adjustable inspection sensibility in plain and watermarked area.
- xxx. Detection & Inspection of displacement of watermarks from their ideal position.
- xxxi. Detection & Inspection of security threads with embedded and windowed.

- xxxii. Detection & Inspection of single and dual color & Tri-colour UV security fiber.
 - xxxiii. Detection & Inspection of width of security thread of embedded and windowed.
 - xxxiv. System should be capable to generate shift wise, day wise, month wise etc. reports in customizable & presentable format
 - xxxv. There should not be any lag/delay in real time data/live view of running paper.
 - xxxvi. System should be able to handle all the real time defects without system overloading.
 - xxxvii. In the defect view real time images should be displayed by the system i.e. standard/prototype images for defects should be avoided.
 - xxxviii. Defect Detection & Inspection with separate adjustable inspection sensibility in plain and watermarked area.
 - xxxix. Resolution of system should be atleast 0.1 mm.
 - xl. Provision for reading of alpha numeric / barcode should be provided. Inspection system should display and report each defect correlated with alpha numeric / barcode of sheet. Serial number printed on sheet by track & trace system should be same as for inspection system for records.
- 3.3** Compressed Air System with suitable dryer (instrument air) for finishing line with standby shall be provided to cater all the requirements.

4 Process Control & Automation

4.1 Standards and Recommendations

Design and engineering of the process instrumentation and machine control system will be carried out in accordance with IEC norms and recommendations.

4.2 Instrumentation & Control System

The overall instrumentation and control systems of the Mill are envisaged with state-of-the-art micro-processor based Distributed Control System (DCS) for safe, effective and reliable control and monitoring of the plant and auxiliaries under all operating conditions with minimum supervision and maintenance with all necessary hardware, software and licenses.

The MCS/DCS offered shall be of the latest design and shall be suitable for upgradation with necessary hardware and software supports for a minimum period of fifteen (15) years from the date of acceptance. The field and motor signals shall be in separate cabinets. Control Voltage Power Distribution shall be properly designed and properly grouped with MCBs and shall be installed in the Cabinets.

The complete process operations for the Pulp mill and Paper Mill shall be through their dedicated Control System (DCS/PLC) for monitoring and control of different variables.

Distributed Control System (DCS) will integrate various Closed Loop Control Sub-System (CLCS), Open Loop Control Sub-System (OLCS) and Monitoring & Information Sub-System (MIS).

Control system envisaged would be designed based on the state-of-the-art technology to ensure the following as minimum:

- i. High system availability and reliability taking into consideration adequate redundancies at various level (The CPUs, Communication processors, Network switches and Power supply to DCS panels and servers).
- ii. Fast Response Time, fail-safe design, online diagnostic capability
- iii. System flexibility and expansion capability.
- iv. Ease of equipment maintainability.
- v. The control system will be configured to perform the functions like: Logic sequences, interlocks, protection of equipment/ system and start/stop and ON/OFF control.
- vi. Closed loop control functions for various operating variables.
- vii. Lifetime licensed antivirus software shall be installed in all systems .
- viii. OPC connections to other systems shall be made via the server. OPC license shall be considered for all signals.
- ix. Servers should be hot redundancy (Latest RAID system).
- x. Hard disks should be accessible from front fascia (Without dismantling server hard disks to be changed)
- xi. All physical IO's are to be provided with fused Terminal Blocks with Fuse Blown indication
- xii. All cards shall be isolated with external signals either optically or galvanically.
- xiii. Firewall to be used to isolate Remote connection/other external connections only.
- xiv. DCS, MCS, PLC, QCS, servers, Data Acquisition, logging functions, alarms, warning, trends etc. for minimum 06 months on FIFO basis.

- xv. Production reports including Consumption data and quality requirement including water, steam, air and power etc. should be provided at least 18 month on FIFO basis (Pulp Mill and Paper Machine).
- xvi. Counting of rejected sheets at sheeter is to be provided shift wise, day wise for at least 06 Months on FIFO basis.

4.3 State-of-the-art Quality Control System (QCS) on Paper Machine to achieve desired properties with respect to required product parameters.

4.3.1 Product Parameters:

- a) GSM - measurement & control
- b) Caliper - measurement
- c) Color Measurement
- d) ASH Content Measurement
- e) Moisture - Measurement & control
- f) CD & MD Profile for GSM, Thickness, caliper, Ash, Moisture etc.
- g) Optical Property like brightness, opacity & whiteness.

4.3.2 The system shall also have auto-calibration tools and diagnostic features for setup & Maintenance. Sensor health monitoring & reporting facility are to be provided. Provision for Compensating measured values in thread area should be incorporated.

4.4 General Field Instruments.

- i. Transmitter : 4 to 20 mA DC with HART protocol
- ii. Field Control: 24 VDC

Following are the general guidelines for selection of field Instruments:

4.4.1 Vortex /Magnetic/ Mass flowmeter

- i. All flow transmitters (**Vortex /Magnetic/ Mass flowmeter**) shall be HART compatible with output- 4-20 mA DC. Galvanically isolated with local indication and IP67. All flow transmitters shall be remote from sensor with local display and programming keypads.
- ii. Flow meters installed in water line should be capable of measuring conductivity of 5 micro Siemens and above.

4.4.2 Level/Pressure /DP Transmitters/ Temperature transmitters:

- i. All level/ pressure/DP transmitters shall be HART compatible with output- 4-20 mA DC with local indication and IP67.

4.4.3 Control valve:

- i. All control valves shall be provided with SMART Positioner (4-20mA HART) and shall be designed for supply air pressure of min. 4.0 kg/cm². Supplier shall supply positioners along with air filter regulators and gauges and tubing on actuators.
- ii. MOC of all non-wetted parts including feedback links, fasteners, springs, pistons, piston rods etc. shall be SS / corrosion proof.

- iii. Control valves shall be sized such that the designed normal flow rate will occur at 50-70 % of valve travel. Maximum design flow should not exceed 85% valve open travel.

4.4.4 ON/OFF valves:

- i. All ON/OFF valve to be supplied with 2 no's proximity switches with LED indication for open and close feedback.
- ii. Individual isolation valves shall be provided for ON/OFF wherever inlet/outlet lines are common.

4.4.5 All the proximity sensors should have LED indicators for supply & feedback.

4.5 Philosophy of Control and Operation

The complete Human Machine Interface (HMI) based operation concept has been envisaged for the plants. For classification of operation, the plants have been conceptually divided into Paper Mill, Sheetting Lines and auxiliaries, & Pulp Mill and auxiliaries.

The control and monitoring system will include the following features:

- i. Multi-functioning & multitasking CPUs in fault tolerant hot redundancy mode are envisaged for closed loop control and open loop controls. 1:1 hot redundancy will be provided for the communication processors, power supply and data highway levels.
- ii. I/O signals shall be optically isolated and there should be at least 20% spares channels
- iii. All control panels should be properly closed to preventive rodent, moisture, dust etc. and should have proper cooling arrangement. Control boxes for local operation of machine should have protection class IP 65.
- iv. Control voltage:
 - Solenoid valve – 24 V DC
 - Switches, Push buttons, Lamps - 24V DC
 - PLC/DCS I/O system – 24 V DC
 - Analogue I/O's – 4 – 20 mA
- v. Air Supply:
 - Instruments air main header – min. 6.0 bar Gauge
 - Air supply control valves - min. 4.0 bar Gauge
- vi. Dedicated Engineering stations should be provided for Pulp Mill, Paper Machine, Wire Workshop and Finishing End for troubleshooting of faults.
- vii. The supplier shall provide the backup of all application, software, PC /server images and programs in portable hard disk.
- viii. The supplier should provide original license of all the software and programs.
- ix. All the detail engineering documents and drawings such as Field Instrument/valve Specifications, control valve and flow meter sizing calculations, wiring/inter- connection drawings, I/O list, Master Instrument index, cable schedules, cable tray layout, installation drawings etc.
- x. The Drive Control System shall be interfaced with main DCS via Soft link.

- xi. Production Reporting and Management Information System (MIS) has been envisaged which will collect necessary data as well as alarm via redundant open LAN (Ethernet) network and record them in a separate data base for later survey.
- xii. Personal Computer (PC) with Printer is envisaged for Management Information System (MIS).
- xiii. The MIS console shall integrate Energy Monitoring System and ERP of the plant as applicable.
- xiv. MCC / DCS interface shall be via Soft link. Drive Start / Stop shall be permissible from DCS as well as operating panels. Drive status (Running / Stop / Tripped) and overload indications shall be visualized in the control & monitoring HMIs. It is also proposed to incorporate DCS interfacing for the paper machine right from Approach Flow System upto Pope Reel.
- xv. Comprehensive self-diagnostic features will be provided to facilitate easy fault location.
- xvi. Control system and instruments supplied will be of reputed make and of latest proven design.
- xvii. The supplier should provide original license of all the software and programs.
- xviii. Remote diagnostic facility should be provided in the system including hardware firewall and LAN point inside panel of the all systems in plant.

4.6 System Software:

The latest user-friendly version of all necessary applications and networking software will be provided for the system. The software tool will have facility to interface with third party software packages.

Programming tools will have in-built safety features to protect against inadvertent and unauthorized use of the tools. The system will allow structuring / reconfiguration / modification of control loops / logics, change in system configuration and tuning parameters, program development / modification in Operator Interface Units. The tool shall also have facility to develop full graphic displays using familiar and conventional functional blocks from Engineering and Diagnostic Work Stations.

A comprehensive back-up and disaster recovery system will be provided for all programs, configuration and parameter data on all plant. The system will be fully protected from possibilities of data corruption, external changes, computer viruses and software corruption.

4.7 System Architecture

The Paper machine, QCS, Pulp Mill and it's auxiliaries shall be monitored and controlled from dedicated Control Rooms for the Paper mill, Pulp mill located in strategic area for monitoring and control of their systems as mentioned below:

Each Control Room shall be equipped with required no. of PC based operator station(s) with colour LED monitor, keyboard, color laser printer and mouse. All operator stations of a system shall be provided with mutual fallback facility so that in the event of failure of one operator station, the entire operation of concerned plant or auxiliary can be taken-up from other operator station.

Required number of engineering configuration cum performance calculation console (PC based) is also envisaged along with one colour laser printer for each plant/mill.

Main Data Highway will be high-speed dual redundant type. Communication link between DCS and control system of other plant areas will be redundant.

The operator stations and engineering stations will be sitting at the highest level for MMI purpose. In case of distant locations, suitable Remote Terminal Units (RTUs) will be used in strategic locations. Fibre optic cables shall be used for long distances in order to eliminate external interferences.

Analog signals from controller outputs shall be transmitted to dedicated Electro-pneumatic type final control elements. Commands for electrical drives and motors will be transmitted via MCC/ Switchgear.

4.7.1 Closed Loop Control System (CLCS):

The close loop control systems for the different plants will be provided to cover the desired control functions.

4.7.2 Instruments:

The field instruments & devices will, generally, be terminated in field junction box (weather proof) / termination box / panel by individual pairs / core between field junction boxes (weather proof), local panels, cabinets etc. and DCS marshalling cabinets located in the control rooms / control equipment rooms will be by multiplier / multicore cables with cross ferruling.

4.7.3 Measuring Instruments:

- i. Electronic transmitters shall be smart type with local display. For stock, white water, filtrate and corrosive fluid application remote seal type instruments shall be used.
- ii. In addition to remote transmitters, process gauges should be provided. These include pressure gauges, temperature gauge, level gauge etc.
- iii. For temperature measurement, in general suitable resistance temperature detectors (RTDs) will be provided, with SS protecting tube.
- iv. For critical alarm and protection/ interlock functions, direct process switch contacts should be used for better reliability. Switches will be blind type.
- v. For measurement of flow of Stock/viscous fluids Magnetic flow meter should be provided. However, for steam and water, Orifice Plates/DP transmitter shall be provided.
- vi. Suitable Consistency Transmitters shall be provided as per requirement.

4.7.4 Final Control Element:

In general, pneumatic type power cylinder operated control valves have been envisaged for regulating/on-off type control purpose. Control/on-off valves shall be complete with electro-pneumatic positioners, air lock valve, solenoid valve, limit switches, etc. as applicable.

5. Electrical

5.1 Design Parameters:

Rated Voltage	415 V \pm 10%
Rated frequency	50 Hz \pm 2%
Number of Phases:	3
Network configuration:	TN
Control Voltage	24 VDC
Neutral conductor connection	Yes

5.2 Brief Guidelines

- i. Separate MCCs shall be designed and provided for Paper Machine, Mould Cover Shop, Pulp mill Line, Finishing house (Rewinder, Sheeter wise & Accessories).
- ii. 415 V MCC shall be non-draw-out with Single/ double front type (except ACB feeders), metal enclosed, indoor type extensible at both ends, with copper busbars, having required symmetrical breaking capacity and withstand time of 1 sec. along with necessary metering and protection
- iii. Symmetrical breaking capacity of the MCC shall be decided during the detailed engineering based on upstream fault level, cable lengths and motor fault contribution if any.
- iv. MCC shall be provided section-wise
- v. For Incoming and outgoing feeders of MCC up to 400A MCCB with microprocessor-based releases shall be provided and 630 A and above ACB shall be provided. ACB and MCCB shall be 4Pole.
- vi. All ACBs/ MCCBs shall be provided with microprocessor-based overload, short circuit and Earth fault releases. The releases shall be current and time adjustable type with communication facility.
- vii. Outgoing Direct on Line (DOL) Starter Motor feeder (for motors up to 15 kW): MPCB with over load and short circuit release with relay function with necessary auxiliary contacts for indication shall be provided.
- viii. Motors of capacity 18.5kW and above to be connected to through soft starter/VFD. Soft Start shall be provided with in built motor protection features and overload relay and contactor in bypass mode of soft start.
- ix. Outgoing MCCB Feeder shall be 4 Pole microprocessor based with over load, short circuit and earth fault releases with time and current adjustment with shunt trip coil and shall be communicable type.
- x. Motor should be IE4 or better energy efficiency & ingress protection IP55 or better.
- xi. 10% spare feeders and other critical on MCC panels itself is required.
- xii. Temperature and Humidity monitoring of MCC room zones and integration with DCS.
- xiii. AC drives should be used wherever variable speed of motor is required.
- xiv. Motor should not be patented by OEM.
- xv. All Electrical equipment, panel and materials shall be designed, manufactured and tested in accordance with the latest applicable IEC/IS standard.
- xvi. Motor should be suitable for humid and dust area.

- xvii. All control panels and electronic systems should have suitable cooling system to control humidity, temperature etc. suitable for climatic condition of Narmadapuram, India and the same should be closed to avoid the entry of rodents.
- xviii. Copper conductor should be used in cables.
- xix. All the power cables are in the scope of supplier. Adequate incoming power supply upto PCC room shall be provided by Purchaser. Provision of one PCC room in Paper Machine and one in Pulp Plant Building has been considered. From PCC room, further distribution will be in the scope of supplier.
- xx. All the equipment should be supplied with Test certificates.
- xxi. All the necessary licenses (for AC drives etc.) should be provided by supplier.
- xxii. All PU fittings and piping should be of heavy duty industrial grade.
- xxiii. All connections should have proper tagging and cross ferruling.
- xxiv. All electrical panels should have at least 10% spare AI, AO, DI, DO channels.
- xxv. All electrical panels, earthing, cables, motors etc shall be designed as per latest CE/IS standard norm considering the safety followed in industry.
- xxvi. All panels shall consist of Multi-function meters to record the energy consumptions and electrical parameters such as Voltage, current, power factor, harmonics etc.
- xxvii. Suitable UPS (Redundant, parallel operation with inbuilt isolation transformer and auto-changeover system of two sources) shall be provided by the vendor for control and instrumentation system with voltage and frequency regulator for the complete project. UPS backup duration shall be atleast 1 hour
- xxviii. Lighting system comprising of lighting fittings, coming in the main machine line up and hood lighting, Power socket, associated lighting switches/sockets, associated cable/conduit wiring up to the PURCHASER's board with ELCB's. (BIDDER to note that Plant lighting is excluded from BIDDER's scope).

5.3 Earthing

- i. Earth pits/ Earth Mat shall be provided by PURCHASER as per design and drawing submitted by supplier for Electrical earthing.
- ii. Complete earthing work as per IS/CE norms and standards from earth mat terminal points to the electrical equipments shall be in scope of supplier.
- iii. Provision for double earthing to be provided in required electrical equipments as per IS/CE norms and standards.
- iv. Basic & detailed engineering for electrical earthing is in scope of supplier. Related details and drawing of electrical earthing for complete plant should be provided by supplier for construction of earth pit/earth mat within six weeks from issue of NAC/LOI.
- v. System Grounding: Complete design and detailed engineering required for grounding of I&C system shall be in the scope of bidder. The earthing system shall have two separate ground i.e safety ground & system ground. The safety earth shall be taken separately through insulated un-armoured Cu earthing conductor and connected to earthing inserts on each floor and inside the control room.

5.4 Other electrical deliverables

Supplier shall provide:

- i. Document list, single line diagram, Layout design for all the electrical equipment, cable standard & Cable List, Cable tray layout, Lighting Layout only for machine lineup
- ii. Power and Control Cable schedule and interconnection schedule.
- iii. List of Motor, VFD, electrical equipment
- iv. Circuit diagram, MCC and transformer room layout
- v. Electrical equipment location drawings
- vi. Complete project earthing layout, drawings & details
- vii. Power demand calculation, Short circuit calculation, Relay setting and protection coordination.
- viii. Calculation of heat load in MCC (motor control center) room for HVAC sizing
- ix. Installation drawing
- x. Special Tools & Tackles : 02 Sets
- xi. BIDDER should submit the section wise Electrical Loads List, Sizing of various equipment like LT Switchgear, VFD and UPS System, Cable sizing, Cable Schedule and preparation of Interconnection cable schedule.
- xii. All electrical engineering is in scope of Bidder for complete project.

5.5 APFC Panel

- i. Successful supplier shall supply suitable Automatic power factor and harmonic control panel for project at each incoming MCC panel to maintain power factor close to unity and harmonics (THD & TDD) less than 5%.
- ii. APFC and harmonic control panel must be of IGBT type or latest.

6. Lab Equipment:

Suitable lab equipment required for Paper and Pulp testing shall be in scope of the supplier. List of equipment is tabulated below:

Sr. no.	Instrument Name	Name of Parameter	Qty. Req.
1	Horizontal Tensile Tester	To measure the Dry & wet tensile strength of the paper	01
2	Spectrophotometer(Brightness tester)	To measure the Paper color(L, a, b) and opacity of paper	01
3	Circular and square GSM cutter(100 cm ²) with balance	To measure the Substance of paper	02
4	Digital Micrometer	To measure the Caliper of Paper	02
5	Bursting strength tester	To determine the Bursting Strength of paper	01
6	Two head folding endurance tester	To measure the Double fold of paper	04
7	Digital Elmendorf Tear Tester	To measure the Tear Resistance of paper	02
8	Roughness and Porosity tester with Gurley porosity	To determine the Porosity and Roughness of paper	01
9	Roughness and Porosity tester (bendston type)	To determine the Porosity and Roughness of paper	02
10	Muffle Furnace(Temp 900+ °C)	To measure the Ash content of paper	01
11	Ash incinerator (Temp 525+ °C)	To measure the Ash content of paper	02
12	Precision Weighing Balance	To determine the Ash and moisture	03
13	pH Meter with spare probe	To measure the pH of sample	02
14	Flat surface pH Meter with spare probe	To determine the Surface pH of paper	02
15	Oven	To determine the Moisture content of sample	01
16	Weighing Balance	To weight the pulp and chemicals	01
17	Bending Stiffness tester	To measure the bending Stiffness of paper	02
18	Crumpling unit	To determine the crumpling porosity of paper	02
19	fiber length analyzer	To measure Fiber Length Distribution of pulp	01
20	Degradation Tester	To subject the sample in Soiling condition in presence of various material.	01
21	Formation tester	To check the Paper formation	01
22	Automatic Sheet former	For Pulp dirt analysis	01
23	Freeness tester	To determine the Pulp Freeness	01
24	Charge analyzer	Streaming potential of pulp	01
25	Calibrated Scale 1 meter	For Sheet measurement	03

26	Sheet inspection table with UV and regulated white LED light	For Sheet Inspection	02
27	Weathering test chamber	Weathering test	01
28	Zeta Potential	To measure the Charge of pulp	01
29	Universal Testing machine	To measure the peel and Pull Out Load of security thread in paper	01
30	Anti-Vibration tables with granite top	To keep the instruments	As per requirement
31	Dual camera VSC (latest version)	Testing of security thread, fiber and paper	01

Note: In addition to the equipment specified above, the Supplier shall include in the scope of supply all other instruments, tools, and equipment that may be required for testing of paper and to demonstrate final acceptance of PM#6. All such instruments and equipment shall be fully compliant with the applicable test methods and standards as prescribed under IS, ISO, and TAPPI.

7. Civil & Infrastructure

- 7.1** The scope of layout engineering should consider the entire process plants starting from the cotton comber bale feeding, cleaning section, digestion & bleaching section, pre-refining section, cotton linter plant, chemical preparation plant, stock preparation, approach flow, paper machine with auxiliary systems, broke preparation section, slitter re-winder, automatic sheeting and packing line, finished goods storage, Quality control facility with laboratory and operating control stations, MCC room, DCS room, mould cover preparation plant, various control rooms, offices, maintenance workshops(E&I/Electrical/Mechanical), changing room, washrooms, conference hall, process strong room for security items etc.
- 7.2** Available mill site space is indicated in the tentative overall plot plan for the project site will be provided to successful bidder. The BIDDER has to develop and submit the layouts, which are specific to the configuration offered.
- 7.3** The layout engineering should be accurate enough to derive the building dimensions and to provide the same to process plant civil construction activities.
- 7.4** In the layout, location shall be earmarked to keep the spare rolls for complete project, to keep the special tools for various applications of dry end and wet end, Engineering workshop inside the plant, Oil and grease storage area, FH maintenance /tool/store room and for pulping plant maintenance / Tool / Store area, felt storage room etc.
- 7.5** The detail drawing, documents and data are requested to be provided by the supplier for the static & dynamic load calculation of equipment's, shape and dimensions of the building structure **within 6 weeks** from the date of issue of LOI/NAC.
- 7.6** The temperature distribution pattern for the concrete section in the dryer part should be provided by the BIDDER.

a) Layout Plan & detail drawings for:

- i. A scaled layout for plant machine/floor plan (for pulp mill, paper machine, finishing end and its auxiliaries) along with 3D view.
- ii. CCTV
- iii. PA system & telephone,
- iv. fire proof lightning, illumination positioning & electrical system
- v. ERP & IT Infra wiring
- vi. lift & its wiring
- vii. EOT crane & its wiring,
- viii. HVAC : Load & Layout, AC load
- ix. Piping of Steam & condensate, water (viz. fresh water, RO water, back water, recycle water etc), drainage system.

- b) Foundation Drawing: This Includes, load & detail of foundation, bases of machine and units with recesses for anchor bolts,
- c) BIDDER should provide the loading details for floors and structures in the machine building. Floor drawings showing machine foundations, openings, drainage slopes, embedded steels and wall & roof drawings showing openings and special structures are to be provided by the BIDDER. Suitable hatch for lifting material from ground floor to the paper machine floor shall also be provided in the layout.

- d) BIDDER should provide the foundation plan and loading details for the paper machine sectional drives. The foundation plan in the floor drawing shall consider the convenience of maintenance, walkways and cut outs for cable inlets.
 - e) BIDDER should provide the necessary foundation load details for all the other equipment in the Cotton comber digestion & bleaching plant, cotton linter plant, Chemical preparation plant, Paper Machine, stock preparation, approach flow and other auxiliary systems, Slitter-winder, automatic sheeting and packing line etc., which are part of the scope of supply.
 - f) Civil drawing:
 - i. required opening/ducts-permanent/temporary with its floor level,
 - ii. height of building , clear height required, positioning of doors windows required and its restriction,
 - iii. location of ramp, lift, EOT crane, stair case, partition,
 - iv. Rain water harvesting system, roof/floor drainage plan etc
 - v. EOT Crane : qty., load and Positions of cranes, hoist
 - vi. Grid plan of plant viz. Pulp plant, mould plant, paper machine, finishing end, shredding & briquetting, strong room etc.
 - vii. Building grids, civil dimensions for columns, primary and secondary cross beams and insert support for cable/tray/pipes etc.
 - g) Fire Fighting System: Critical locations in the plant for fire detection & fire hydrant system.
 - h) The plant load plan contains the plan views as well as the longitudinal and cross section for each floor with the following data
 - i. Cables route plan
 - ii. Hydraulic Layout plan
 - iii. Motor Layout Plan
 - iv. Piping plan and Isometric piping drawing
 - v. Warehouse equipment's like EOT crane, lifts etc.
 - vi. Arrangement plan and size of erection hatches, wall and roof openings to bring in heavy machine parts, Transport and travel routes, floor ducts and sewer system inclusive sewer pit Etc.
- 7.7** Any other drawing and detail not mentioned but required for civil work, engineering work, erection, Installation & commissioning of pulp mill, paper machine, finishing end and its auxiliaries is in the scope of supplier.
- 7.8** Supply of required anchor plates, foundation plates, suitable sole plates etc. will be in the scope of supplier.
- 7.9** Outlines drawings for steel structure and platforms

8. Process Engineering

- 8.1** Detailed process engineering should cover the entire process plant systems/sub –systems from the bale feeding in cotton comber cleaning section up to and including the slitter-re-winder, automatic sheeting & packing line and mould cover preparation plant.
- 8.2** The process engineering should provide P&I diagrams showing complete information on flow rates, consistencies, temperature, pressure etc., & instrumentation points and process control loops. The P&I diagram shall include all the pumps, motors, tanks, vessels and equipment with conventional legends.
- 8.3** The process engineering should provide the utility data – water, compressed air, power, steam and condensate. The utility distribution diagram within the battery limits should also form a part of the process engineering.
- 8.4** Arriving at mass balance calculations- consumption figures of utilities, chemicals & stocks, effluent discharge & exhaust air figures etc., are part of the process engineering.
- 8.5** Process controls in respect of group starting, sequential logic schemes, requirement for special controls and all process control circuits should be available after the process engineering.
- 8.6** Complete equipment lists, dimensioning / design capacities for the equipment / process vessels /tanks / chests etc., should be part of the process engineering.

9. Detailed Engineering

- 9.1** BIDDER should provide the complete engineering details for the construction / fabrication / erection of all the tanks / vessels / process systems / equipment / electrical systems / automation systems & instruments. The detail engineering requirements should be from the cotton comber bale feeding, cleaning section, digestion & bleaching section, pre-refining section, cotton linter plant, chemical preparation plant, stock preparation, approach flow, paper machine with auxiliary systems, slitter-re-winder, automatic sheeting and packing line, finished goods storage, laboratory facility, mould cover preparation plant, various control rooms etc. Any other engineering details which are not indicated above, but necessary for the completion of the activities for the start-up of all the process line equipment should be in the BIDDER's scope.
- 9.2** Detailed piping engineering, which should include – pipe locations, piping layouts, pipe routes, pipe dimensions, support types & locations, piping stress calculations (for steam & condensate system) as required, list of pipe lines, list of manual valves, isometric piping drawings, pipe support lists & support drawings, insulation details, IBR piping details & pipe stress analysis calculations.
- 9.3** Detailed engineering for tanks/vessels, which should include mechanical data sheet of equipment and should indicate the thicknesses and other fabrication details.
- 9.4** Detailed Electrical engineering should include – Engineering of MCCs /PDB, UPS, VFD, cables (LT) along with the accessories, motors etc. for the complete electrical system from cotton comber cleaning system to finishing house.
- 9.5** It should also include development of General arrangement drawings, ELCB's, Earthing and Lightning Protection Layouts, cable layouts & cable schedules interconnection details.
- 9.6** Detailed automation & field instrumentation engineering, which should include – Instrument List, configuration drawings & control logic diagrams for DCS & PLC systems, control room layout, sizing of instruments such as flow elements, control valves etc., sizing of UPS for the I&C system, alarm list, power supply distribution schemes for I&C system, instrument location plans, development of cable tray layouts & cable schedules (with termination details, as applicable), hook up drawings for the instruments, air supply piping/tubing layout with air distribution headers,.
- 9.7** Detailed engineering for equipment including pumps & agitators should include – equipment layouts, details of the approach platforms & walkways, hoist beams, stairs & ladders, equipment supports, as applicable. Preparation of general arrangement drawings in plans & sections, identifying location of all equipment in plan & elevation.
- 9.8** Cut-outs/openings required in slabs, roof, walls etc., for the entry of cable trays/ cables, pipes etc., and requirement of trenches for routing cables should be provided.
- 9.9** Requirement of embedded steel parts in building columns, beams, walls etc., should be specified.
- 9.10** The BIDDER should provide engineering documents and drawings as required by various statutory authorities.

10. General Conditions

- 10.1 Location:** The Project area has been considered to be extending within the district of Narmadapuram and spread approximately between 21°54' and 23°00' north. It is well connected with road and railway network to all major Indian towns and cities.
- 10.2 Climate :** Geography and Climatic Conditions
- i. Elevation – Existing ground level of the mill premises is 301.7m above mean sea level.
 - ii. Climate - The climate of the Project area is characterized by a hot summer and general dryness all through the year except during south west monsoon season. The cold season (December to February) is followed by the hot season (March to mid June), the southwest monsoon season (mid June to September) and post monsoon or transition period (October and December).
 - iii. Ambient Conditions:-
Relative Humidity - Maximum 91%
Temperature - Minimum 5°C Maximum 48°C
 - iv. Rainfall: - The mean annual rainfall is 1225.9 mm, 90 to 95 % of which may fall in rainy season from June to October.
 - v. Wind: - The maximum & minimum wind velocities as recorded are 7.7 km/hr. & 2.9 km/hr respectively.
 - vi. Seismological Feature: Narmadapuram falls under falls under Seismic Zone III which comes under moderate seismic region.
- 10.3 Safety:**
- i. Latest international safety standard should be followed as applicable to achieve safe & secure operation & maintenance.
 - ii. Statutory compliance of Factory act & rules.
- 10.4 Standards:**
The design, supply, erection, installation, testing and commissioning of all Equipment under this Contract shall in all respects comply with the requirement of this specification and with the appropriate current Indian standards and codes, or relevant Standards issued by the Indian/ International Standards Organization or any other equivalent international standards, which corresponds to specific IS/ISO indicated in the technical specification. Such equivalent international standards are to be supported by documentary evidence certifying that offered standards are identical to the corresponding IS/ISO.
- 10.5** The seller shall carry out plant engineering planning, execution, monitoring, co-ordination of not only items within the scope of supply of seller but also for items supplied by SPMN and others by using scientific technics.
- 10.6** Heads of jack screws and machine bolts shall be of the heavy hexagonal type
- 10.7** All the assistance & monitoring required to complete the project will be in scope of supplier
- 10.8** Only site layout (plan dimension) will be provided by SPM.
- 10.9** Statutory approval for steam & condensate line including line from existing boiler to proposed paper machine as per IBR norms is in the scope of supplier. However, official fees will paid by SPMN.
- 10.10** Details of all required machine load, mechanical & electrical load etc shall be provided by the supplier within six weeks from the date of issue of LOI/NAC.
- 10.11** Earthing: All the required earthing for electronics & control devices, panels, junction box, equipments etc shall be in scope of supplier. This includes complete earthing work from pit to the termination point. The construction of earth pit for electronics & control devices will be in scope of supplier.

- 10.12** Apart from above, BIDDER shall provide earthing wherever required as per IS/CE norms and standards.
- 10.13** Suitable filter units should be installed before pneumatic panels for removal of moisture, oil, dirt etc.
- 10.14** Supplier shall depute their team for Unloading of all consignment / material at SPMN premises. Responsibility of complete unloading lies with the supplier. Necessary intimation shall be provided to the supplier by SPMN.
- 10.15** Open ground shall be provided for storage in SPM premises. BIDDER is responsible for the security of the unloaded materials.
- 10.16** Shifting of material from storage location of SPMN to project site shall also be in scope of supplier.
- 10.17** It will be responsibility of SUPPLIER for shifting of material to project site and successful erection, installation and commissioning of all machine and equipment upto FAC.
- 10.18** Any special tools/tackles machinery required for material unloading, handling, shifting shall be in scope of supplier.
- 10.19** The supplier should provide original license of all the software and programs.
- 10.20** Remote diagnostic facility should be provided in the system including hardware firewall and LAN point inside panel of the all systems in plant.
- 10.21** Packaging shall be done in such a way that it must withstand the environmental condition (all weather condition) of Narmadapuram. (Please refer climate condition of Narmadapuram)
- 10.22** All connections should have proper tagging and cross ferruling.
- 10.23** Supply of MIS interface PC with all hardware & software required for establishing the communication between the Paper Machine, Pulp Mill, Slitter re-winders & sheeting machines with the MIS system shall be in the scope of BIDDER
- 10.24** Raw water/River water/RO water (as per availability) will be provided from existing Water Treatment plant. SPM will provide water tapping outside (within 10 meters) of Paper machine and pulp plant building. Further distribution of water will be in scope of supplier.
- 10.25** Material of construction for all chemical tanks shall be of SS 316L.
- 10.26** All tanks, chest required for water, clarified water, white water, super cleared water and pulp storage should be of suitable SS grade.
- 10.27** The supply shall be complete in all respects which shall include the tanks / chests, agitators, pumps, pipelines, motors, including field & integral instruments, isolation/ manual valves etc.
- 10.28** Process Water lines after tapping (battery limit) for the plants will be in scope of supplier.
- 10.29** Any other equipment which is necessary for the satisfactory, reliable, efficient and environmentally safe operation and maintenance of the plant and required for achieving guaranteed performance of the plant shall be supplied by BIDDER.
- 10.30** All Reject lines should be terminated in main drain line.
- 10.31** The layout of pumps/valves/instruments shall be of maintenance friendly and shall have sufficient space to maintenance with proper approach.
- 10.32** Strategically positioned break detecting system should be provided.
- 10.33** Foot walks, Platforms and Ladders: BIDDER shall include the foot walk systems with handrails including steps and ladders, providing good and safe access to all points on the machine as necessary for operation and maintenance, of suitable material (rust free and durable) at wet end, Press section, sizer, digestion and pulping, inspection system, etc. of the paper machine. Working Platforms should be provided with proper access, safe railings, toe-guards wherever necessary.
- 10.34** All the pipe lines shall be coded (Color) as per latest IS standards for water, compressed air, instrumentation air, steam, condensate, pulp line, chemical lines, etc.
- 10.35** Separate air compressors with dryer including stand-by system to be provided for instrument air in each section (Pulp plant, Paper Machine, Re-winder & Sheeter lines, Shredder & Briquetting)

- 10.36** Compressor should be designed in such a way that it can cater the requirement of both process and instrument air.
- 10.37** Closed loop pipe line distribution for process and instrument air along with air receiver, flow meter, FLR etc. for all plant (Mould Plant, Pulp plant, Paper Machine, Re-winder, Sheeter lines and its auxiliaries etc.) shall be in scope of bidder.
- 10.38** Isolation valves should be provided on all the equipment (pumps, fans, vacuum pumps, refiners etc.) at suction and discharge to execute the maintenance work.
- 10.39** All the incoming pipelines to chests/storage tanks should be provided with isolation manual valves.
- 10.40** Manual isolation valves should be provided at tapping points of header where common pumps are used for multiple applications.
- 10.41** The BIDDER should submit a detailed time-bound activity schedule, expected to be carried out during the erection phase sufficiently in advance. BIDDER should provide Daily / weekly / monthly reports to PURCHASER referring to these activity schedule. The BIDDER should provide the work procedures, quality assurance plan, and safety & health standards, as applicable to the erection activities and monitor to ensure that these are strictly adhered to. Competent safety personnel should be deployed during erection and commissioning activities. Competent safety personnel should have necessary qualification as per applicable Factories Act.
- 10.42** The scope of erection would include the checking of the civil engineering foundation drawing and physical checking of the foundations within one week of submission. The scope of erection should cover all the erection of mechanical equipment/ items / piping & tubing / instrumentation & automation systems / electrical systems / hydraulic & pneumatic systems / lubrication systems, Electrical safety with ELCB's, etc.
- 10.43** The scope of erection extends up to the startup of the plant. The start-up of the plant should commence only when the plant is brought to operational status. The plant is considered as having reached the operational status when all the erection activities are completed in all respects and the mechanical functionality has been tested (Dry test).
- 10.44** The BIDDER should provide a detailed deployment schedule / chart of the specialist's team, which should include the number of specialists, their areas of specialization, specific tasks of each member of the team, duration of their presence at site etc. sufficiently in advance.
- 10.45** Raw material (Cotton Comber/Linter and additives) and chemicals from the beginning shall be provided by the PURCHASER as available in Indian local market. Oil and Lubricants for the initial fill to FAC (Issuance of Final Acceptance Certificate) shall be provided by the BIDDER and subsequent requirement shall be met by the PURCHASER.
- 10.46** All the consumable (has to be defined) from beginning to FAC shall be in scope of supplier.
- 10.47** List of required chemicals shall be provided by bidders. The specification for all the chemicals shall be provided by the BIDDER, well in advance (within 6 months of signing the Contract).
- 10.48** Supply of all the wear parts for the start-up, commissioning, and performance trials of the Paper Machine and other process line equipment supplied by the BIDDER shall be the responsibility of the BIDDER only. These shall include, machine clothing, ropes for threading, doctor blades, filters, strainers, trim squirt nozzles, mould cover material first fill oil, etc.
- 10.49** Nothing in this specification/tender document shall be construed to relieve the VENDOR responsibilities.
- 10.50** It is the sole responsibility of the VENDOR to select the suitable superior material from the point of view of minimum 20 years life of the plant.
- 10.51** All the equipment, machine, instruments, control desk, junction box, control panel as well as equipment mounted inside the panels/control desks shall be provided with individual labels with equipment designation engraved. Labels of internally mounted equipment shall be clearly visible.
- 10.52** **Codes And Standards:** The manufacture and supply of items and services shall comply with all the currently applicable statutes, regulations and safety codes in the locality where these are

manufactured as well as the locality of installation. Nothing in this specification shall be construed to relieve the PURCHASER/ENGINEER of this responsibility. Specifically, the latest editions of the codes and standards should be followed.

10.53 Field mounted electrical and electronic instruments shall be weatherproof to IP-65. All instruments of submersible type shall be protected to IP-68.

10.54 All panels, control desks & enclosures shall comply with the requirements of protection classes as indicated below.

In-door Air-conditioned (A.C.) areas	IP 20
In-door Non A.C. areas	IP 54
Outdoor areas	IP 66

10.55 Service & Support :

- BIDDER should guarantee continued support for supply of all the spare parts & service required for maintaining the plant and machinery supplied under the scope of this tender for normal operation of the mill, for a period of 15 years from the date of completion of warrantee period. A certificate to this effect should be submitted by the BIDDER along with Bid document.
- The BIDDER shall also provide the certificate that technology being supplied & the plant being installed shall not be out of market for atleast 15 years.
- The seller shall ensure & guarantee that, plant, machinery being supplied is state of the art technology.
- In case, the availability of any IT infrastructure (such as Server, PC Hardware, Software etc.) cannot be ensured for 15 years/get obsolete before 15 years, then, it will be suppliers responsibility to replace/upgrade the same with the latest one free of cost.

10.56 SPARE PARTS & CONSUMABLES

- The BIDDER should provide a detailed list of all required spares (mechanical, hydraulic / pneumatic, electrical, electronic & instruments, process, operation etc.), indicating slow moving and fast-moving type, during the detailed engineering of all the equipment/ systems for the trouble – free operation of the plant for a minimum period of 2 years after FAC.
- The BIDDER should provide a detailed list of all required consumables and wear parts (mechanical, hydraulic / pneumatic, electrical, electronic & instruments, Process, Operation etc.), indicating consumption pattern during the detailed engineering of all the equipment/ systems for the trouble – free operation of the plant for a minimum period of 2 years after FAC.
- For all the bought-out items, the BIDDER shall provide the specifications for purchase
- Supplier has to provide consumables required for period of 01 year for use of SPMN after acceptance.
- One set of essential & critical spare rolls as listed below shall be provided by bidder.
 - Short former cylinder roll (One Number)
 - Suction Couch roll (One Number)
 - Pre suction roll (One Number)
 - Suction Press roll (One Number)
 - Bottom press roll (One Number)

- f. Top press roll (One Number)
- g. Felt rolls (One number for each size)
- h. Dryer fabric rolls (One number for each size)
- i. Dryer Blowing roll (One number for each size)
- j. Wire rolls (One number for each size)
- k. Paper rolls (One number for each size)
- l. Bow/spreader rolls (One number for each size)
- m. Size press roll, Fixed (One Number)
- n. Size press roll, Movable (One Number)
- o. Cooling roll (One Number)
- p. Calendar roll top, soft Nip (One Number)
- q. Calendar roll bottom, Chilled iron roll (One Number)
- vi. Supplier shall keep all essential & critical spare parts at site to run the machine continuously during warranty period. Supplier shall replace all faulty spares during warranty period free of cost.
- vii. Supplier has to provide necessary & critical spares to run the machine continuously for 01 year after completion of warranty.
- viii. After Acceptance, supply of 3 sets of Forming fabrics, Press felt and Dryer screens for each position should be in the scope of bidder.
- ix. Machine Clothing: After Acceptance, 3 sets of each of Forming fabrics, Press felt and Dryer screens for each position should be provided additionally.
- x. The cost of the essential & critical spare package shall be the part of main supply.
- xi. All spares supplied shall be strictly inter-changeable with the parts for which these are intended to be replacements.
- xii. Each spare shall be clearly marked and labeled on the outside of its packing with its description and purpose. When more than one spare is packed in a single case, a general description of the contents shall be shown on the outside of such case and a detailed list enclosed. All cases, containers and other packages should be suitably marked and numbered for the purposes of identification.
- xiii. Special Tool & Tackles: 2 sets each for Production, Electrical, Mechanical & E&I.
- 10.57** BIDDER shall include all necessary equipment, fixtures, tools & tackles as necessary for the change of fabrics viz., forming fabric, press felts and dryer screens, rolls etc. for complete project line.
- 10.58** Fire detection and protection arrangement within the dryer hood of paper machine and machineries of pulp plant fire protection should be in BIDDER's scope. Tap off from the fire hydrant network shall be taken from the nearest point in the paper machine, pulp plant building area respectively.
- 10.59** All internal connections of effluent from the pulp plant and paper machine line up to a common point (drain channels) should be in the scope of BIDDER. Connecting collection pit with effluent treatment plant shall be in the scope of PURCHASER.
- 10.60** Related civil works for connecting paper machine effluent to the ETP shall be in the scope of PURCHASER. All internal connections for the process effluent within a paper machine building through the pipe line should be the scope of BIDDER. BIDDER should provide necessary

drawings for related civil works sufficiently in advance to the PURCHASER.

- 10.61** Mass Balance, water balance & heat balance of all the process shall be provided by the bidder.
- 10.62** MOC of all pipes & fittings should be of suitable grade of SS.
- 10.63** During warranty period, apart from contract document, In case any change in design/features in banknote/security paper/passport paper incurred, then supplier shall provide all necessary assistance to stabilize the product.
- 10.64** The tools and tackles with the appropriate tool boxes, are to be handed over to the PURCHASER before issue of final acceptance certificate.

11 Drawing & Documents

- i.** Language of all the documents shall be in English.
- ii.** 5 set of hard copies (printed form) of as built drawings (all types), Operation & Maintenance Manuals, which includes :
 - a. Maintenance manual with engineering drawings of assembly/sub assembly with part list / Bearing & oil seal position & bearing numbers.
 - b. Electrical circuit diagram, Fault finding Charts and Spare Parts catalogue & Manual.
 - c. Hydraulic and Pneumatic diagram.
 - d. All PLC/DCS/MCS Programs & parameters in hard as well as soft copies.
 - e. Complete list of error messages and their suggested diagnostic and remedial guidance.
- iii.** Documents pertaining to Mechanical Engineering :
 - a. A flow chart of manufacturing process to be carried on there with a brief description of the process in its various stages
 - b. Document list to be provided shall include Standards for pipes fittings, steel tanks, towers, insulation & paintings.
 - c. Section layouts
 - d. Tank manufacturing drawings (SS tanks)
 - e. The plan shall also clearly indicate the layout of plant and machinery, position of aisles and passage-ways
 - f. Dimensional drawings for miscellaneous steel structure drawings with BOQ, i.e. maintenance platform, walkways, lifting beams with in scope of work.
 - g. Equipment arrangement drawings
 - h. Drawings for piping arrangement, isometric, piping support, layout mapping piping route map drawing for process, utility, oil, chemical, and showers etc.
 - i. Stress analysis for steam line
 - j. Dimensional drawings for ventilation ducts
 - k. Fabrication drawing of pipe racks inside the defined engineering boundary limits
 - l. Material list & specifications for pipes & fittings, piping supports, insulation.
- iv.** 3D modeling should include:
 - a. Equipment's including foundation/ support
 - b. Pumps, tanks, towers, & chests
 - c. Operating platform, walkways, ladders, stairs etc.
 - d. Routing of pipe line with inline such as inline instruments, control valves, manual valves, all pipe fittings & pipe supports etc.
 - e. Process drains
- v.** MOC, Technical specification & drawing should be provided for :
 - a. Paper Machine Equipment & Consumables
 - b. Finishing line equipment & consumables
 - c. Pulp plant equipment & consumables
- vi.** 2 sets of Lab equipment manuals.

- vii.** Calibration certificate for Lab equipment.
- viii.** 5 sets of Soft copies (MS office format, pdf, 3d model, Auto cad etc.) in USB/Hard Disk to be provided. These documents shall consist the following :
 - a. Backup of all application program/software, Final I/O list etc. (ready to use) in original/licensed copy shall be provided.
 - b. Back-up image of all PCs shall be provided after acceptance with valid licensed software package. All these systems and application software must have life time validity.
- ix.** Tool for making backup images shall be provided with Life time licensed.
- x.** Minimum 2 nos. Industrial grade laptop for maintenance & troubleshooting shall be provided:
 - a. One laptop equipped with all software required for troubleshooting of DCS/PLC faults in Pulp mill, Paper machine, WWS and finishing line.
 - b. One Laptop for drive programming, fault finding, loading, editing and correction should be provided for Pulp mill, Paper machine, WWS and finishing line.
- xi.** BIDDER should handover SOPs of startup procedure for all the equipment to the PURCHASER which shall include the following:
- xii.** Thorough inspection of all equipment and ancillaries to ensure that they can be started, availability of power supply at the equipment, checking of lubricant for all moving equipment, Gland cooling water circulation, etc.
- xiii.** Checking direction of rotation of motor drives for moving equipment before coupling.
- xiv.** Checking of alignment and vibration of the equipment.
- xv.** Internal cavities of equipment to be free of any debris or foreign material.
- xvi.** Availability of instrumentation for safe operation of equipment and auxiliaries
- xvii.** Trial run and no-load runs of all equipment.
- xviii.** Test all interlocks, instrumentation and safety devices.
- xix.** Digital Library: A state-of-the-art digital library is to be provided for archiving all kinds of important documents/ manuals/ drawings, etc. which includes two nos. of PC loaded with all the documents, operation & maintenance manual, drawing, back-up etc.. These PC should have licensed version of all the required software to access the files of Auto cad, pdf, MS office etc

12. Plant Stabilization

Balancing Speed Trial:

To check and confirm the stability of all components (mechanical, electrical, electronics & instrumentation and all equipment), the paper machine supplier shall run the paper machine at a minimum speed of 150 MPM with “water on wire” for a minimum duration of 8 hrs.

During test, the clothing’s guides should work until test period and all the fixings and mounting shall be verified jointly by Supplier’s & Purchaser’s personal.

The balancing speed trial report shall be submitted by the supplier before plant stabilization.

Plant Stabilization: Plant shall be optimized and ready to meet the desired parameters as per Technical specifications for producing commercially acceptable paper.

Stabilization period: Total 3 months.

- 1) Within 2 months from the date of plant commissioning : By supplier for plant stabilization
- 2) One month: To operate the plant by PURCHASER’s personnel under SUPPLIER’s supervision & guidance to produce commercially acceptable paper as per technical specification of tender.

Section II: General Instructions to Tenderer (GIT)

Part I: General Instructions Applicable to all Types of Tenders

A PREAMBLE

1. Introduction

- 1.1 Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in GCC.
- 1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g., EOI, PQB, Rate Contract, Tenders involving Samples, Sale/ Disposal of Scrap Material and Development/ Indigenization/ Make-in-India etc. Procurement of Services etc. Therefore, the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.
- 1.3 These tender documents have been issued for the requirements mentioned in Section –VI - “List of Requirements”, which also indicates, inter-alia, the required delivery schedule and terms & place (i.e., destination) of delivery.
- 1.4 This section (Section II - “General Instruction Tenderers” - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.
- 1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents, and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 1.6 **LOCAL CONDITIONS:** It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/ completion of the contract in all respects inter alia including the legal, environmental, infrastructure, Logistics, communications, and cost aspects. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/ or country of manufacture & supply. On such matters, the Purchaser shall not entertain any request from the bidders.
- 1.7 **Obtaining the Tender Documents:** Interested tenderers may obtain further information about this requirement from the office issuing the documents, mentioned in the NIT. They may also visit website mentioned therein for further details.



1.7.1. Tenderer may also download the tender documents from the web site mentioned in NIT and submit its tender by utilizing the downloaded document, the bidder must not make any changes to the contents of the documents, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section X).

1.7.2. The tender documents are not transferable.

2. Language of Tender

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

3. Eligible Tenderers

- 3.1 Subject to provisions in following paras in this section, this invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents. Please refer to *Section IX: Qualification/ Eligibility Criteria*. In case of Second Stage (after the Pre-Qualification stage) of two Stage Bidding or in case of Special Limited Tenders this invitation is open only to such bidders who have been shortlisted.
- 3.2 The bidder, their affiliates, or subsidiaries – including subcontractors or suppliers for any part of the contract – should not stand declared debarred by DoE, MoF, GoI; DEA, MoF, GoI; SPMCIL; procuring unit of SPMCIL. A declaration to this effect shall be submitted by the bidder in the Tender Form (Section X).
- 3.3 Unless otherwise stipulated in the NIT/ SIT, Joint Ventures/ Consortiums shall not be considered in this Tender.
- 3.4 Under Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised from time to time) any Nodal Ministry for its items may issue directions to exclude bidders from a country from eligibility for its procurement as measure of reciprocity of such action by that country against Indian Suppliers. For this purpose, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 3.5 Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Salient features of this are:

- I. Any bidder from a country which shares a land border with India (*excluding countries as listed on the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects*) will be eligible to bid in this tender only

if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."

- II. In tenders for Turnkey contracts including Works contracts, 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 similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."

- III. "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 falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- IV. "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



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

- (a) In case of a 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.
- (b) Explanation-
 1. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
 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.

VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

3.6 In case Integrity Pact is mandated in the SIT, only those bidders who sign the Integrity Pact, would be eligible to participate in the Tender.

4. Eligible Goods and Services

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

5. Tendering Expense

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

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents includes:

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
4. Section IV - General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)
6. Section VI - List of Requirements
7. Section VII - Technical Specifications
8. Section VIII - Quality Control Requirements
9. Section IX – Qualification/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII – Vendor Details
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV - Manufacturer's Authorization Form
15. Section XV - Bank Guarantee Form for Performance Security
16. Section XVI - Contract Form
17. Section XVII: Letter of Authority for attending a Bid Opening
18. Section XVIII: Proforma of Bills for Payments
19. Section XIX: NEFT Mandate
20. Section XX: Integrity Pact

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

7. Amendments to Tender Documents

7.1 At any time prior to the deadline for submission of tenders, SPMCIL may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.

7.2 Such an amendment will be notified on the website and also in writing by registered/ speed post or by fax/ telex/ e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.



- 7.3** In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, SPMCIL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre-Bid conference

- 8.1** In case Pre-bid conference is specifically stipulated in the NIT or SIT, prospective bidders interested in participating in this tender may attend a pre-bid conference for clarification on technical specifications and commercial conditions of the Tenders, at the venue, date and time specified in NIT/ SIT. Participation in the Pre-bid conference is restricted to prospective bidders who have purchased the Bid Documents. Proof of Purchase of Bid Documents must be submitted at the time of registration for participation or along with written queries or with letter of Authority for attending the pre-bid Conference. Bid documents for sale would also be available at the site.
- 8.2** Participation is not mandatory, however, in case a bidder chooses not to participate (or fails to do so) in the pre-bid conference, it would be assumed that they have no issues regarding the Technical/ commercial specifications/ conditions.
- 8.3** The date and time by which the written queries for the Pre-bid must reach the authority is mentioned in the NIT.
- 8.4** The last date for registration for participation in the pre-bid conference is also mentioned in the NIT.
- 8.5** Delegates coming for the pre-bid conference must bring with them a photo identity and also an authorization letter as per format in Section XVII: "Letter of Authority for attending a Pre-Bid Conference/ Bid Opening" from their Company/ principals, else they would not be allowed to participate.
- 8.6** After the pre-bid conference a clarification letter would be issued, containing amendments if required, of various provisions of the Bid-Documents, which shall form part of the Bid-document.

9. Clarification of Tender Documents

The provisions in this Bid documents, must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or any other contrived or in between the lines interpretation is not acceptable. A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with SPMCIL in writing or by fax / e-mail/ telex. SPMCIL will respond in writing to such request provided the same is received by SPMCIL not later than twenty-one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.

C PREPARATION OF TENDERS

10. Documents Comprising the Tender

- 10.1** Unless otherwise indicated in NIT/ SIT "**Technical bid**" shall include inter-alia (including any changes in the following as per NIT/ SIT):

- (i) Tender Form/ Covering letter as per format in Section X
- (ii) Section VI - List of Requirements, showing the schedules and quantities quoted by them for which Price Schedule are enclosed in the Financial Bid. No pricing detail shall be disclosed or hinted upon in any manner in the Technical bid.
- (iii) Documentary evidence, as necessary in terms of GIT clauses 3 and 16, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted. Section IX – Qualification/ Eligibility Criteria shall also be filled up/ compliance commented upon.
- (iv) Documents and relevant details to establish in accordance with GIT clause 4 and 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.2 of GIT). Section VII - Technical Specifications and Section VIII - Quality Control Requirements shall also be filled up/ compliance thereof commented upon. The tenderers may also enclose in their technical bids, technical literature, and other documents as and if considered necessary by them.
- (v) Earnest money amount in the currencies (as specified in the Section VI: List of Requirements) furnished in accordance with GIT clause 18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money.
- (vi) Vendor Details as per Section XII.
- (vii) Manufacturer's Authorization Form (ref Section XIV, if applicable)
- (viii) A list of deviations (ref Clause 19.4) from the clauses of this SBD, if any. And
- (ix) If so stipulated in NIT/ SIT, duly signed Integrity Pact as per Section XX.

Note: No price details should be given or hinted in the Technical Bid.

10.2 Unless otherwise indicated in NIT/ SIT **“Financial Bid”** shall include inter-alia (including any changes in the following as per NIT/ SIT):

- i). the Price Schedule (Section XI) and all financially relevant details. Prices shall be quoted duly taking into consideration, the Payment and delivery terms.

Note: No additional Technical details, which have not been brought out in the Technical Bid may be brought out in the Financial Bid.

10.3 A tender, that does not fulfil any of the above stipulations and/ or gives evasive information/ reply against any such stipulations, shall be liable to be ignored and rejected.

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

However, PAC tender received through e-mail shall not be ignored.

11. Tender currencies

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

11.2 Where the NIT/ SIT specifies acceptance of quotations in different currencies, then, for



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

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

12. Tender Prices

- 12.1** The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. Delivery Schedule and Terms of delivery are also to be quoted in Section XI. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.
- 12.2** Unless otherwise stipulated in the NIT/ SIT, if there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 12.3** The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 12.4** While filling up the columns of the price schedule, the following aspects should be noted for compliance:
- 12.5** For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like GST/ CGST/ SGST/ UTGST/ IGST, custom duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of foreign origin quoted ex-showroom etc.
 - Any GST/ CGST/ SGST/ UTGST/ IGST, which will be payable on the goods in India if the contract is awarded.
 - Charges towards inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
 - The price of incidental services, as and if mentioned in List of Requirements.

12.6 GST/ CGST/ SGST/ UTGST/ IGST:

- (a) All the bidders/ tenders should ensure that they are GST compliant and their quoted tax structure /rates are as per GST Law.
- (b) As per the GST Act the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). Bid-price inclusive of taxes/ GST would be a violation of the GST Act. In case any taxes, duties are not clearly specified, or column is left blank in price bid then it will be presumed that no such tax/levy is applicable or payable by SPMCIL. However, the price should be inclusive of any other taxes or levies if any, already paid or payable.
- (c) If a tenderer asks for GST/ CGST/ SGST/ UTGST/ IGST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract. The payment of GST and GST Cess to contractor/supplier would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal.
- (d) Bidders should quote 'GST' if payable extra on total basic rate of each item, please quote GST in '%' inclusive of cess. GST will be applicable on 'basic rate + Packing & forwarding charges + Freight + Insurance'.
- (e) GST Registration Number (15-digit GSTIN). In case bidder has multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to SPMCIL. If supply / service provided is from multiple states, then bidder should mention GST Registration Number for each state separately.
- (f) If bidder is not liable to take GST registration, i.e., having turnover below threshold, bidders need to submit undertaking / indemnification against tax liability. The bidder/ dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CCL directly to concerned authorities. Further the bidder should notify and submit to SPMCIL within 15 days from the date of becoming liable to registration under GST.
- (g) Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to indicating their GST registration no.
- (h) HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT has to be declared in the Technical bid. Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT has to be declared in the Technical bid
- (i) All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to SPMCIL Ltd., as per GST provisions.
- (j) In the event of default on his part in payment of tax and submission / uploading of monthly returns, SPMCIL is well within its powers to withhold payments, especially



the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.

- (k) Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Provisions.
- (l) In case the GST rating of vendor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by SPMCIL. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then SPMCIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by SPMCIL.
- (m) Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by SPMCIL with applicable GST thereon.
- (n) Any reference in the NIT to CENVAT / VAT / Service Tax/ Excise Duty and the clauses relating thereto may please be ignored.

12.7 Duties/ Taxes on Raw Materials

SPMCIL is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of GST/ CGST/ SGST/ UTGST/ IGST, custom duty etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

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

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

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

Above mentioned GST/ CGST/ SGST/ UTGST/ IGST are not leviable on imported Goods and hence would not be reimbursed.

12.10 Customs Duty:

In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the

corresponding Indian Customs Tariff Number applicable for the goods in question.

- 12.10.1.** For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.
- 12.10.2.** For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.
- 12.10.3.** Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 12.10.4.** The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by SPMCIL and will no way restrict SPMCIL's right to award the contract on the selected tenderer on any of the terms offered.

13. Conflict of Interest among Bidders/ Agents

13.1. A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have controlling partner (s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (iii) they have the same legal representative/agent for purposes of this bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid: or
- (vi) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

13.2. Therefore, one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. Such quote has to be rejected. One manufacturer can also authorize only one agent/dealer. There can be only one bid from

- (i) The principal manufacturer directly or through one Indian agent on his behalf or
- (ii) The foreign principal or any of its branch/ division or
- (iii) One Indian/ Foreign Agent on behalf of only one Principal.

13.3. For same reasons, in case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership /



management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare in their bids such sister/ common business/ management units in same/ similar line of business.

13.4. Use of Agents by Foreign OEM/ Principals: Wherever the foreign OEM/ principal desires to avail the services of an Indian Agent, the dealings with Indian Agents are to be regulated as follows:

- (a) Such Agents shall provide self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address etc), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc) to establish that they are a bonafide business as per Indian Laws.
- (b) Agency agreement between the foreign OEM/ principal and the Indian Agent (including their associates), should be submitted to SPMCIL which should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit.
- (c) Failure to furnish correct and detailed information as called for in sub-para above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination. Besides this there would be a penalty of banning business dealings with SPMCIL or damage or recovery of EMD/ LD/ PBG.
- (d) Tenderers of Indian Nationality bidding in association or on behalf of foreign principals, shall furnish the following details in their offers:

13.5. The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish

- (a) 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.
- (b) The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
- (c) 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.

14. Firm Price / Variable Price

14.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

14.2 In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price

variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.

- 14.3** However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.
- 14.4 Exchange Rate Variation:** Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies and the deliveries exceed 12 months, involving substantial imports content (> 35%) - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- 14.5** Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.
- 14.6** In case delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the supplier.
- 14.7 Documents for claiming ERV:**
- A bill of ERV claim enclosing working sheet
 - Banker's Certificate/debit advice detailing F.E. paid and exchange rate
 - Copies of import order placed on supplier
 - Invoice of supplier for the relevant import order

15. Alternative Tenders/ Offers

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

- 16.1** Pursuant to GIT clause 3 and 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2** The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to SPMCIL. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.



- c) in case the tenderer is not doing business in India, how will he carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast-moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.

17. Documents establishing Good's Conformity to Tender document

- 17.1 Country of Origin, Manufacture and Supply: Bidder must declare the country of origin, manufacture, value addition and supply of the goods offered by them. He must confirm that these do not violate provisions of Clause 3 of GIT.
- 17.2 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by SPMCIL in the tender documents. For this purpose, the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by SPMCIL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.3 In case there is any variation and/ or deviation between the goods & services prescribed by SPMCIL and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification and provide the same along with its tender.
- 17.4 If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to SPMCIL in this regard.

18. Earnest Money Deposit (EMD)

- 18.1 Pursuant to GIT clause 10.1(e) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect SPMCIL against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.2 below.
- 18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Udyam Registration as Micro & Small Enterprises (MSEs), National Small Industries Corporation (NSIC) or with SPMCIL are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with Udyam Registration, NSIC or SPMCIL as the case may be).
- 18.3 The earnest money shall be denominated in Indian Rupees.
- 18.4 The earnest money shall be furnished in one of the following forms:
- Account Payee Demand Draft or
 - Fixed Deposit Receipt or
 - Banker's cheque or
 - Bank Guarantee
 - Insurance security bonds

- f) e-PBG
- g) Online payment

The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the Clause 1 of NIT. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.

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

19. Tender Validity

- 19.1** If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2** In exceptional cases, the tenderers may be requested by SPMCIL to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/ cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- 19.3** In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for SPMCIL, the tender validity shall automatically be extended upto the next working day.
- 19.4 Compliance with the Clauses of this Tender Document:** Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

20. Signing and Sealing of Tender

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

- (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor.



- (b) As Partner (s) of the firm.
 - (c) as Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 20.2** The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- 20.3** The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.
- 20.4** Tenderer shall submit only one copy of tender. Any duplicate copy sent along with original one shall not be accepted.
- 20.5** The original of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.6** The original copy of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 20.7** The tenderer is to seal the original copy of the tender and write the address of SPMCIL and the tender reference number on the envelope. The sentence "NOT TO BE OPENED" before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, SPMCIL will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.8 Two-Bid (envelop/ packet) System:** If so indicated in the NIT/ SIT, tender document will seek quotation in two parts (Two Bid System) for purchasing capital equipment, high value plant, machinery etc. of complex and technical nature. First part would be containing the relevant technical details of the equipment / machinery etc., and the second part would be containing, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid', and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed, and evaluation would be done as described in clause 24.4 below. Further details would be given in SIT, if considered necessary. Pricing details should not be mentioned or hinted at in any manner in the "Technical Bid". In Financial bid, there should not be any extra information connected with Technical suitability of the offer – which has not been already disclosed in the Technical Bid.
- 20.9** If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.

D SUBMISSION OF TENDERS

21. Submission of Tenders

21.1 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 place as indicated in para 1 of NIT on or before the closing date and time indicated therein, failing which the tenders will be treated as late and rejected. Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of SPMCIL, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

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

22. Late Tender

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

23. Alteration and Withdrawal of Tender

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

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

E TENDER OPENING

24. Opening of Tenders

24.1 SPMCIL will open the tenders at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for SPMCIL, the tenders will be opened at the appointed time and place on the next working day.

24.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

24.3 During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).



- 24.4** In the case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

- 26.1** The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

- 26.2** The following are some of the important aspects, for which a tender may be declared unresponsive and ignored.

- a) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- b) Required EMD has not been provided.
- c) The bidder is not eligible to participate in the bid as per laid down eligibility criteria (example: the tender enquiry condition says that the bidder has to be a registered MSE unit, but the tenderer is a, say, a large-scale unit);
- d) The Tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- e) The tender validity is shorter than the required period.
- f) The bid departs from the essential requirements specified in the bidding document (Example: Some such important essential conditions are – performance security, terms of payment, liquidated damage clause, warranty clause, dispute resolution mechanism, applicable law and any other important condition having significant bearing on the cost/ utility/ performance of the required goods, etc);
- g) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule.

(Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install, and commission it and also train SPMCIL's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary/ Irregularity/ Non-Conformity

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

28. Discrepancy in Prices

28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless SPMCIL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

28.2 If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

28.4 If, as per the judgment of SPMCIL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of SPMCIL, the tender is liable to be ignored.

29. Discrepancy between original and copies of Tender

In any case only original tender shall be considered, any duplicate/extra copy submitted shall be liable to be rejected.

30. Clarification of Bids

During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered, or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

31. Qualification/ Eligibility Criteria

Tenders of the tenderers, who do not meet the required qualification/ eligibility criteria prescribed in Section IX will be treated as unresponsive and will not be considered further.

32. Conversion of tender currencies to Indian Rupees

In case the tender document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of (technical bid) tender opening.



33. Schedule-wise Evaluation

Unless otherwise stipulated in the NIT/ SIT in case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 12.2, tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be considered to determine the tender or combination of tenders offering the lowest evaluated cost for SPMCIL in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

34. Comparison on CIF Destination Basis

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

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

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

- a) in the case of goods manufactured in India or goods of foreign origin already located in India, GST/ CGST/ SGST/ UTGST/ IGST & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/ taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

35.3 Benefits/ Preferential Treatment to Micro & Small Enterprises (MSEs) and Star-up Enterprises: As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Micro and Small-Scale Industries in comparison to the large-scale Industries:

- (a) (i) Tender sets shall be provided free of cost to MSEs registered with agencies, as given at Para (b) below, for the item tendered.
- (ii) MSEs registered with the agencies, as given at Para (b) below, for the item tendered will be exempted from payment of Earnest Money.
- (iii) If a MSE bidder quotes a price within the band of the lowest (L1) +15 per cent in a situation where the L1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded 25 per cent of the total tendered value if they agree to match the L1 price. In case of more than one such eligible MSE, the 25 per cent quantity is to be distributed proportionately among these bidders. Within this, a purchase preference of 4 per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and 3 per cent is reserved for procurement

from MSEs owned by women (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ ST or Women MSE to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target shall be met from other MSE.

- (b) (I) MSEs, who are interested in availing themselves of these benefits, will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below: -
- (i) District Industries Centres
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) UDYAM Reregistration from Ministry of MSME
 - (viii) Any other body specified by Ministry of MSME
- (II) MSEs would be treated as owned by SC/ ST or women entrepreneurs:
- (a) In case of proprietary MSE, proprietor(s) shall be SC / ST or women
 - (b) In case of partnership MSE, the SC/ ST or women partners shall be holding at least 51% shares in the unit
 - (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ ST or women promoters.
- (III) The MSEs must also indicate the terminal validity date of their registration.

Failing (b) (I), (II) & (III) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 and its further amendments.

35.4 Support to Start-up Enterprises

35.5 The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted. As defined by Department of Policy & Promotion (DIPP) an entity shall be considered as a 'start-up' -

- (a) Up to five years from the date of its incorporation/ registration,
- (b) If its turnover for any of the financial years has not exceeded Rs 25 (Rupees twenty-five) crore
- (c) It is working towards innovation, development, deployment or commercialisation of new products, processes or services driven by technology or intellectual property.



- (d) Provided further that in order to obtain benefits a start-up so identified under the above definition shall be required to obtain and submit along with the tender, a certificate of an eligible business from the inter-Ministerial Board of Certification.

35.6 Preference to Make in India Products

1. Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) has issued order No. P-45021/2/2017-PP (BE-II) dated 04th June 2020, revising its "Public Procurement (Preference to Make in India) Order 2017" (PPI-MII) to encourage 'Make in India' and promote manufacturing and production of goods and services in India. Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

2. Categories of Local Suppliers:

Bidders/ Supplier are divided into three categories based on Local Content (local value addition as a %age of total value):

'Class-I local supplier' with local content equal to or more than 50%

'Class-II local supplier' with local content more than 20% but less than 50%

'Non - Local supplier' with local content less than or equal to 20%

3. Nodal Ministry/ Department:

- a) Nodal Ministry/ Department for various products have been prescribed on DPIIT website. The products where there is sufficient local capacity and local competition and prescribe or vary minimum local content (only above which benefits of PPI-MII order are applicable for a procurement). It may make special provisions for exempting suppliers from meeting the stipulated local content 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. Guidelines by respective Nodal Ministry/ Department for different products can be seen from website of DPIIT.
- b) Nodal Ministry for its items may issue directions to exclude bidders from a country from eligibility for its procurement as measure of reciprocity of such action by that country against Indian Suppliers. For this purpose, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

4. Eligibility to participate and Purchase preference to Class-I local suppliers in Tenders of all goods, services or works:

- (a) Only 'Class-I local supplier' shall be eligible to bid irrespective of purchase value - where there is sufficient local capacity and local competition. Hence in such cases there is no question of price preference.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible (and 'Non-local suppliers are NOT eligible) to bid in other procurement of less than Rs. 200 Crore (where Global Tender would not be normally allowed). All three categories of suppliers are eligible to bid in global tender enquiries. In such procurements Class-I local suppliers (provided they fulfil the minimum local content specified in the tender for the item) would be given preference over other categories of suppliers (who are not entitled to any purchase preference) as per following procedure:

(1) For goods and works where the requirements are divisible by nature:

- i. 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.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% 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.

(2) For goods and works where the requirements are not divisible in nature, and in procurement of services where the bid is evaluated on price alone:

- i. 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.
- ii. 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.



- iii. 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.
- (c) The margin of purchase preference shall be 20%, unless otherwise stipulated by the Nodal Ministry/ Department. Minimum local content is 50%, unless otherwise specified by the Nodal Ministry/ Department. The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders and shall not be varied during procurement.

5. Verification of local content and violations:

- 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 self-certification that the item offered meets the local content requirement for 'Class-I 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.
- c. Complaints about Local content declarations may be made through the channels of SPMCIL. SPMCIL and Nodal Ministries may prescribe fees for such complaints.
- d. For False declarations a bidder or its successors can be debarred for up to two years by following debarment procedures along with such other actions as may be permissible under law.

35.7 Price Variation: If the tenders have been invited on variable price basis, the tenders will be evaluated, compared, and ranked on the basis of the position as prevailing on the day of (technical bid) tender opening and not on the basis of any future date.

36. Tenderer's capability to perform the contract

36.1 SPMCIL, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified, and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, unless otherwise stipulated in the NIT/ SIT, such determination will be made separately for each schedule.

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

37. Cartel Formation/ Pool Rates

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

38. Negotiations

Normally there would be no price negotiations. But SPMCIL reserves its right to negotiate with the lowest acceptable bidder (L1), who is technically cleared/approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate.

The circumstances where negotiations may be considered could be:

- a) Where the procurement is done on nomination basis;
- b) Procurement is from single or limited sources;
- c) Procurements where there is suspicion of cartel formation which should be recorded; and
- d) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.

39. Contacting SPMCIL

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

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

G AWARD OF CONTRACT

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

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



41. Award Criteria

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

42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

SPMCIL reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender) in following circumstances:

- (i) 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 and there was no prior stipulation in the NIT/ SIT to split the quantities, then the purchaser reserves its rights to distribute the quantity being finally ordered, among the other bidders by counter offering the L1 rate to L2 or higher tenderers.
- (ii) 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 parallel contract stipulation would be declared in the NIT/ SIT, clearly stating 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. Unless otherwise stipulated in the NIT/ SIT, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively, may be used. 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. In such cases the firms should not quote for less than 25% of the tendered quantity; otherwise, their offer would be considered as unresponsive.

44. Serious Misdemeanours and Integrity Pact

44.1. Serious Misdemeanour: Following would be considered serious misdemeanours:

- i. Other than in situations of force majeure, after opening of financial bids, the supplier withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a procurement contract; or (iii) fails to provide performance security or any other document or security required in terms of the bidding documents.
- ii. If the proprietor of the firm, its employee, partner, or representative is convicted of any offence by a court under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings.
- iii. If a firm directly or through an agent violates the code of ethics mentioned in Clause 32 of the GCC violates Integrity Pact mentioned in clause 43.3 below, in procurement or execution of the contract.
- iv. Violate the safety or statutory norms that result in industrial accidents leading to loss or injury to life or property or to any other legal liability to The Procuring Entity.
- v. Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption

or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or

- vi. On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of GoI (normally such banning/ blacklisting would be initiated by the central government/ ministry).
- vii. Doubtful loyalty to the country or national security consideration as determined by appropriate agencies of GoI

44.2. Besides, suitable administrative actions, like rejecting the offers, SPMCIL would take other remedies available to it including Debarring Tenderers committing such misdemeanour, including declaring them ineligible to be awarded SPMCIL contracts for indefinite or for a stated period.

44.3. Integrity Pact:

44.3.1. Signing of the Integrity Pact: If so stipulated in the NIT/ SIT, purchaser shall be entering into an Integrity Pact with the bidders as per format enclosed vide Section XX: Integrity Pact, of this tender document. The tender issuing authority shall ensure updation of this format as per the latest guidelines. Each page of this Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway. Names and contact details of the Independent Monitor(s) for this Tender are listed in Para 1 of Notice Inviting Tender (NIT).

44.3.2. Extended Validity and provisions of its forfeiture: In modification of clause 18.5 and 18.6 earlier, in view of Integrity Pact, the Earnest Money Deposit shall be valid for six months beyond the date of validity of the offer, after which the EMD of the unsuccessful bidders would be returned. In addition, the EMD shall also be liable to be forfeited If the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) breaches any of the provisions of the Integrity Pact.

44.3.3. Additional Serious Misdemeanour: As supplement to clause 44.1 above, breaches of any of the provisions of the Integrity Pact by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall be one of the misdemeanours attracting consequences and penalties as mentioned in clause 44.2 above.

45. Notification of Award of Contract

45.1 Before expiry of the tender validity period, SPMCIL will notify the successful tenderer(s) in writing, by registered / speed post or by fax/email / telex/ cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by SPMCIL, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted.



The successful tenderer must furnish to SPMCIL the required performance security within twenty-one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

45.2 The notification of award shall constitute the conclusion of the contract.

46. Issue of Contract

46.1 Within seven working days of receipt of performance security, SPMCIL will send the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

46.2 Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed, and dated, to SPMCIL by registered / speed post.

47. Non-receipt of Performance Security and Contract by SPMCIL

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed in terms of GIT clauses 45 and 46 above shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by SPMCIL against it.

48. Return of EMD

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 18.6.

49. Publication of Tender Result

The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the website of SPMCIL.

Part II: Additional General Instructions Applicable to Specific Types of Tenders:

In addition to GIT in Part I above, following GIT will be applicable following types of Tenders:

50. Rate Contract Tenders

- i. Earnest Money Deposit (EMD) is not applicable.
- ii. The quantities required mentioned in the tender in Section-1 and Section-VI is without any commitment on a rate-contract basis. The quantities are indicative and exact call-off of quantity would be intimated periodically to the contractor by way of periodical supply orders in line with the conditions of the rate contract.
- iii. SPMCIL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, SPMCIL have the option to withdraw the rate contract or renegotiate the price by serving suitable notice. The prescribed notice period is generally thirty days.

- vi. During the currency of the Rate Contract, in case of emergency or for values less than Rs 1.5 (one and a half) Lakhs, SPMCIL may purchase the same item through ad hoc contract with a new supplier.
- vii. The terms of delivery in rate contracts are FOR dispatching station.
- viii. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by the SPMCIL or its nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- ix. SPMCIL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- x. The rate contract will be guided by “Fall Clause” as described below.

50.1 Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date (the day of opening of Price Bid) for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

50.2 Performance Security

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

50.3 Renewal of Rate Contracts

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

51. Prequalification Bidding (PQB)

51.1 Prequalification Bidding is for short listing of qualified Bidders who fulfil the Prequalification criteria (PQC) as laid down in SIT or in Section IX of SBD – “Qualification Criteria” for procurement of Goods or Services as listed in Section VI of SBD – “List of Requirements”.

51.2 Unless otherwise stipulated in NIT/ SIT, the Pre-qualification Bid of the bidder should contain inter-alia:

- i). Tender Form: Section X



- ii). Qualification/ Eligibility Criteria: Section IX, along with supporting documents
- iii). If so specified in NIT/ SIT EMD amount in specified format
- iv). Vendor Details: Section XII
- v). Manufacturer's Authorisation Form: Section XIV, if applicable

- 51.3** Unless otherwise stipulated in NIT/ SIT, EMD would be required as per clause 18 of GIT. No separate EMD would be called from short-listed bidders for the subsequent procurement bidding. In case a shortlisted bidder does not participate in subsequent procurement bidding, the EMD shall be forfeited.
- 51.4** Shortlisted Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only for the next procurement stage of bidding.
- 51.5** If stipulated in the SIT, only these shortlisted qualified bidders would be invited to participate in the next stage of Procurement of the requirements.
- 51.6** Otherwise SIT may also indicate that instead of floating a separate stage of PQB bidding, it may be combined it with the Procurement bidding, as a three bid (envelope) tender. Initially the first envelope containing PQB would be opened, and evaluation would be done, to shortlist the bidders who pass the PQB criteria. Thereafter the rest of tender would be handled as a two-bid system for only such shortlisted bidders.

52. Tenders involving Samples

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

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

52.4 Testing of Samples: Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII – "Quality Control Requirements" in the SBD.

52.5 Validation/ Prolonged Trials: If specified in SIT or in the Section VIII – "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.

52.6 Parameters Settings and duration of Validation Tests would be indicated in the Section VIII – "Quality Control Requirements" in the SBD. It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.

53. Expression of Interest (EOI) Tenders:

53.1 EOI tenders are floated for short listing firms who are willing and qualified for: -

- i. Registration of Vendors for Supply of particular Stores or certain categories of Stores.
- ii. Development of new items or Indigenization of Imported stores

53.2 The qualification /eligibility criteria required and the format of submission of such Data would be indicated in the Section IX – "Qualification Criteria" in the SBD.

53.3 Objectives and scope of requirement would be indicated in the Section VI – "List of Requirements" in the SBD. Indicative quantity required yearly, and its future requirements would also be indicated.

53.4 Unless otherwise stipulated in the NIT/ SIT, the EOI bid to be submitted by the bidders would contain, inter-alia:

- i). Tender Form: Section X
- ii). Qualification/ Eligibility Criteria: Section IX, along with supporting documents
- iii). Vendor Details: Section XII
- iv). Manufacturer's Authorisation Form: Section XIV, if applicable

53.5 In case of EOI for Development of new Items or for Indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and Time mentioned in SIT.

53.6 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.

53.7 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX – "Qualification Criteria" in the SBD.



- 53.8** If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by SPMCIL.
- 53.9** All suppliers who secure the minimum required marks (normally 60% unless otherwise specified in the Section IX) would be short listed. Section IX may alternatively specify minimum qualifying requirement for each of the criteria i.e., minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.
- 53.10** In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.
- 53.11** Unless otherwise stipulated in the NIT/ SIT, in case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.

54. Tenders for Disposal of Scrap:

- 54.1 Introduction:** The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size, and its Location would be given in the Section VI – “List of Requirements/ Disposal”.
- 54.2** Sections VII, VIII, IX, XII, XIV, XV, XVIII, XIX and XX of SBD are not applicable to Tenders for disposal of Scrap.
- 54.3** Unless otherwise stipulated in the NIT/ SIT, the Disposal of Scrap bid to be submitted by the bidders would contain, inter-alia:
- i). Tender Form: Section X
 - ii). List of Requirements/ Disposal - Section VI
 - iii). Qualification/ Eligibility Criteria: Section IX, along with supporting documents
 - iv). If so specified in NIT/ SIT EMD amount in specified format
 - v). Price Schedule: Section XI
- 54.4 “As Is; Where Is; Whatever Is” Basis of This Sale:**

54.2.1 This sale of Scrap is strictly on “As Is; Where Is; Whatever Is” basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.

54.2.2 The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.

- 54.2.3** All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and /or projected quantity, the SPMCIL shall not under any circumstances be liable to make good any such deficiency
- 54.2.4** SPMCIL reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the SPMCIL on account of such termination of the contract or variation in the quantity.
- 54.2.5** SPMCIL shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.
- 54.2.6** Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stockholders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- 54.2.7** Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.

54.3 Submission of Offer:

- 54.3.1** Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 54.3.2 Right to Reject all Bids:** The seller reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage after acceptance of bid/issue of acceptance letter/sale order/delivery order/deposit of the full sale value by the bidder, without assigning any reason thereof and the value of such material, if paid for, shall be refundable. The seller shall not be responsible for damage/loss to bidders on account of such withdrawal at any stage from the sale.
- 54.3.3** Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4** If the offer of the tenderer is not accepted by the SPMCIL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the SPMCIL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the SPMCIL.



54.3.5 Excise Duty, Taxes and TCS: Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to SPMCIL. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer. Any statutory variations in the rate of taxes/duties are to be borne by the purchaser. VAT/ excise duty rates indicated in the e-auction catalogue are only indicative and the actual VAT rates as applicable on the date shall be payable by the successful bidders directly to the seller at the time of taking delivery of materials. Form 'C' will be accepted. Tax Collected at Source (TCS) at the prevailing rate may be deducted from all payments made to the buyer. In order to avoid the imposition of penalty, the amount deposited by the successful bidder towards taxes, duties and TCS will be immediately deposited with the concerned tax authorities without waiting for the actual delivery. Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to SPMCIL or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.

54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc, if required shall be made by the purchaser concerned only and the SPMCIL shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.

54.3.7 Sale of Items/Lots Comprising Hazardous Waste: Sale of hazardous waste items will be governed by the following procedures in addition to guidelines/notifications issued by the Central Pollution Control Board (CPCB)/Ministry of Environment and Forests (MoEF) from time to time:

- a) Sale of old batteries/lead acid batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its subsequent amendments.
- b) Sale of other categories of hazardous waste items will be governed by the Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2008 and its subsequent amendments and/or their relevant statutory act/rules.
- c) Sale of e-waste shall be governed by e-Waste (Management and Handling) Rules, 2011.
- d) Bidders must submit a notarized copy of the valid registration certificates issued by the State (or Union Territory) Pollution Control Board (PCB) and produce it at the time of taking delivery of the materials, failing which their bid will be liable for rejection. In case of lead acid batteries, used/waste oils, and nonferrous metal wastes, in addition to submitting necessary valid registration from the SPCB, the bidder must also submit a notarized copy of the valid registration certificate from CPCB (or MoEF); and

e) In case of a sale involving inter-state movement of goods, the buyer shall also submit an NOC from the concerned SPCB, with whom the buyer is

registered, to the seller before taking delivery, failing which the buyer will be responsible for the consequences and the seller shall take further decision as may be deemed fit.

54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that in supersession of clause 41 above, the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.

54.4 Notification of Acceptance and Award of Contract:

54.4.1 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SD) @ 3% - 5% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of SPMCIL as mentioned in clause 1 of NIT in connection with EMD.

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

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

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

55. Development and Indigenization Tenders:

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

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

55.3 If specified in SIT, The Tenderers may quote separately for

- i. Price/rate for bulk supply of item in development/indigenization supplies and
- ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.



- 55.4** L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.
- 55.5** Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.
- 55.6** The ratio of splitting of the supply order between various development agencies/ firms in cases of parallel development, including criteria thereof, would be specified in the SIT.
- 55.7** However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment/ spares is limited/small/ uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.
- 55.8** If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.
- 55.9 Quantity for Development Commitment**

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

55.10 Period of Development Commitment

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

Section IV: General Conditions of Contract (GCC)

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

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

1.1 Definitions and Interpretation:

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



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

- (xxiii) “Specification” or “Technical Specification” means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.
- (xxiv) “Inspection” means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service, and comparing the same with the specified requirement to determine conformity.
- (xxv) “Day” means calendar day.
- (xxvi) “Scheduled Commercial Bank” means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.

1.2 Abbreviations:

AAEC	“Appreciable Adverse Effect on Competition” as per Competition Act
BG	Bank Guarantee
BL or B/L	Bill of Lading
BNPMIPL	Bank Note Paper Mill India Private Limited, Mysore
BRBNMPL	Bhartiya Reserve Bank Note Mudran Private Limited, Bangalore
CD	Custom Duty
CIF	Cost, Insurance and Freight Included
CMD	Chairman and Managing Director
CPSU	Central Public Sector Undertaking
CST	Central Sales Tax
CWBN	Cylinder-mould-Vat-made Watermarked Bank Note Paper
DDO	Direct Demanding Officer in Rate Contracts
DEA	Department of Economic Affairs
DoCC	Currency and Coins Division in Department of Economic Affairs
DP	Delivery Period
ECS	Electronic clearing system
ED	Excise Duty
EMD	Earnest money deposit
EOI	Expression of Interest (Tendering System)
ERV	Exchange rate variations
FAS	Free alongside shipment
FOB	Freight on Board
FOR	Free on Rail
GCC	General Conditions of Contract
GIT	General Instructions to Tenderers
GOI	Government of India
GST	Goods and Services Tax which will replace Sales Tax
H1, H2 etc	First Highest, Second Highest Offers etc in Disposal Tenders
Incoterms	International Commercial Terms, 2000 (of ICC)



L1, L2 etc	First or second Lowest Offer etc.
LC	Letter of Credit
LD or L/D	Liquidated Damages
LSI	Large Scale Industry
NIT	Notice Inviting Tenders.
NSIC	National small industries corporation
PQB	Pre-qualification bidding
PSU	Public Sector Undertaking
PVC	Price variation clause
RBI	Reserve Bank of India
RC	Rate contract
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Qualification
RR or R/R	Railway Receipt
SBD or T E Document	(Standard) BID / Tender Document
SCC	Special Conditions of Contract
SIT	Special Instructions to Tenderers
SPM	Security Paper Mill, Narmadapuram, India
SPMCIL	Security Printing and Minting Corporation Limited
SSI	Small Scale Industry
ST	Sales Tax
VAT	Value Added Tax

2. Application

2.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.

2.2. General Conditions of the contract shall not be changed from one tender to other.

2.3. Other Laws and Conditions That will Govern the Contract:

Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996 and Arbitration and Reconciliation Amendment Act, 2015
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any

- vi. Conditions in other parts of the Tender Documents
- vii. Integrity Pact signed in terms of the Tender Document
- viii. Correspondence including counter-offers if any; between the Contactor and SPMCIL during the Tender Finalization
- ix. Notification of award and Contract Documents
- x. Subsequent Amendments to the Contract

3. Use of contract documents and information

- 3.1.** The supplier shall not, without SPMCIL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample, or any information furnished by or on behalf of SPMCIL in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 3.2.** During the process of procurement of Security or Sensitive Machinery and Items, Tender Documents and the specifications/ drawings of such items would be issued only to Vendors having security clearance within the validity of such clearance and he shall maintain absolute secrecy and strictly control the number of copies and access to the documents and copies thereof, in addition to safeguards mentioned in sub-para above.
- 3.3.** Further, the supplier shall not, without SPMCIL's prior written consent, make use of any document or information mentioned in GCC sub-clause 3.1 above except for the sole purpose of performing this contract.
- 3.4.** Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 3.1 above shall remain the property of SPMCIL and, if advised by SPMCIL, all copies of all such documents shall be returned to SPMCIL on completion of the supplier's performance and obligations under this contract.

4. Patent Rights

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

5. Country of Origin

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



6. Performance Bond/ Security

- 6.1. Within 21 (Twenty Days) in case of Non-GeM tenders and 14 (Fourteen Days) in case of GeM tenders days after the issue of notification of award by SPMCIL, the supplier shall furnish performance security to SPMCIL for an amount equal to 3% - 5% of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 6.2. The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
- Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of SPMCIL as indicated in the clause 1 of NIT in reference to EMD.
 - Bank Guarantee (including e-PBG) issued by a commercial bank in India, in the prescribed form as provided in section XV of this document.
 - Insurance security bonds
 - Online Payments
- 6.3. In the event of any loss due to supplier's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to SPMCIL to compensate SPMCIL for the same.
- 6.4. In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 6.5. Subject to GCC sub-clause 6.3 above, SPMCIL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

7. Technical Specifications and Standards

- 7.1. The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' under section vii and 'Quality Control Requirements' under Sections VII and VIII of this document.

8. Packing and Marking

- 8.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.
- 8.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in

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

8.3. Packing instructions:

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

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

9. Inspection and Quality Control

- 9.1. SPMCIL and/ or its nominated representative(s) will, without any extra cost to SPMCIL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. SPMCIL shall inform the supplier in advance, in writing, SPMCIL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 9.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where, and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to SPMCIL's inspector at no charge to SPMCIL.
- 9.3. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, SPMCIL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to SPMCIL and resubmit the same to SPMCIL's inspector for conducting the inspections and tests again.
- 9.4. In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers premises, the supplier shall put up the goods for such inspection to SPMCIL's inspector well ahead of the contractual delivery period, so that SPMCIL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5. If the supplier tenders the goods to SPMCIL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The



fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to SPMCIL under the terms & conditions of the contract.

- 9.6. SPMCIL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by SPMCIL's inspector during pre-despatch inspection mentioned above.
- 9.7. Goods accepted by SPMCIL and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute SPMCIL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 16.

10. Terms of Delivery

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

11. Transportation of Goods

- 11.1. The supplier shall not arrange part-shipments and/ or transhipment without the express/ prior written consent of SPMCIL.
- 11.2. **Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:** In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3. **Shipping Arrangement for Foreign Contracts:** In the case of FOB/FAS/FCA contracts, shipping arrangements shall be made by SPMCIL. The Contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of C&F/CIF/CIP contracts, the Contractor shall arrange shipment in accordance with the instructions from SPMCIL.
- 11.4. **Airlifting:** Should the Purchaser intend to airlift all or some of the stores the Contractor shall pack the stores accordingly on receipt of intimation to that effect from the Purchaser. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

12. Insurance:

- 12.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the following manner:
- 12.2 In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of SPMCIL or its Consignee.

- 12.3** In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- 12.4** In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

13. Spare parts

- 13.1.** If specified in the List of Requirements and in the resultant contract, the supplier shall supply/ provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/ or supplied by the supplier:
- The spare parts as selected by SPMCIL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - In case the production of the spare parts is discontinued:
 - sufficient advance notice to SPMCIL before such discontinuation to provide adequate time to SPMCIL to purchase the required spare parts etc., and
 - immediately following such discontinuation, providing SPMCIL, free of cost, the designs, drawings, layouts, and specifications of the spare parts, as and if requested by SPMCIL.
- 13.2.** Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to SPMCIL promptly on receipt of order from SPMCIL.

14. Incidental services

- 14.1.** Subject to the stipulation, if any, in the SCC (Section-V) and the Technical Specification (Section – VII), the supplier shall be required to perform any or all of the following services:
- Providing required jigs and tools for assembly, start-up, and maintenance of the goods
 - Supplying required number of operation & maintenance manual for the goods
 - Installation and commissioning of the goods
 - Training of SPMCIL's operators for operating and maintaining the goods
 - Providing after sales service during the tenure of the contract
 - Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract
- 14.2.** Prices to be paid to the supplier by SPMCIL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled



and decided in advance by SPMCIL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

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

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

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

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

15.3. For Imported Goods, within 3 days of despatch, the supplier will Notify SPMCIL, consignee and other concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/ email:

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

16. Warranty

16.1. The supplier warrants that the goods supplied under the contract is new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by SPMCIL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per SPMCIL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 16.2.** This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by SPMCIL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 16.3.** In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.
- 16.4.** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPMCIL for such replaced parts/ goods thereafter.
- 16.5.** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of SPMCIL.
- 16.6.** If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), SPMCIL may proceed to take such remedial action(s) as deemed fit by SPMCIL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which SPMCIL may have against the supplier.

17. Assignment

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

18. Subcontracts

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

19. Modification of contract

- 19.1.** Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However, if necessary, SPMCIL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for SPMCIL,



- (b) mode of packing,
- (c) incidental services to be provided by the supplier
- (d) mode of despatch,
- (e) place of delivery, and
- (f) any other area(s) of the contract, as felt necessary by SPMCIL depending on the merits of the case.

19.2. In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier does not agree to the adjustment made by SPMCIL, the supplier shall convey its views to SPMCIL within twenty-one days from the date of the supplier's receipt of SPMCIL's amendment / modification of the contract.

19.3. Option Clause: By a suitable provision in the SCC, The Purchaser reserves the right to increase/decrease the ordered quantity up to 25% at any time, till final delivery date of the contract (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period (or the extended delivery period of the contract)

20. Prices

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

21. Taxes and Duties

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

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

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

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

22.2. For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only. The tenderer shall give his consent in a mandate form for receipt of payment through NEFT (Section XIX); by attaching the same in the (Technical) Bid. Tenderer shall provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account Type, Bank A/C No., and Bank & Branch Code as appearing on MICR cheque issued by bank. Tenderer shall also attach certificate from their bank certifying the correctness of all above-mentioned information. In case of non-payment through EFT, or where EFT facility is not available, payment may be released through cheque. The purchase order will contain the following details as furnished by the firm;

- (i) Account no. & Type
- (ii) Bank Name & Code.
- (iii) Branch name & Address.
- (iv) Whether payment is through EFT or Cheque.

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

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

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

- (a) For a contract with terms of delivery as FOR dispatching station
 - i. 60% on proof of despatch along with other specified documents
 - ii. 30% on receipt of the goods at site by the consignee and balance
 - iii. 10% on successful installation and commissioning and acceptance by the user department.
- (b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination
 - i. 90% of the machine cost on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
 - ii. 10% of the machine cost and 100% of the installation, commissioning and training (ICT) cost on successful installation and commissioning and acceptance by the user department.

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

- (a) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier – 80-100% NET FOB/FAS/CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc. and balance after receipt of goods and acceptance by the consignee/user department.
- (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier – 80% - 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21- 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.



- (c) Payment of Agency Commission against FOB/FAS/CFR/CIP/CIF Contract – Entire 100% agency commission is generally paid in Indian Rupees; after expiry of 90 days after the discharge of all obligations under the contract and after all other payments have been made to the supplier in terms of the contract. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- (D) If LC is not opened, payment can also be made to the seller through direct bank transfer for which seller has to provide all the required documents as specified in the contract.
- 22.4.** Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
- 22.5.** The payment shall be made in the currency / currencies authorized in the contract.
- 22.6.** The supplier shall send its claim for payment in writing as per Section XVIII – “Proforma for Bill for Payments”, when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.
- 22.7.** While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 22.8.** The important documents which the supplier is to furnish while claiming payment are:
- Original Invoice
 - Packing List
 - Certificate of country of origin of the goods from seller's Chamber of Commerce.
 - Certificate of pre-despatch inspection by SPMCIL's representative/ nominee
 - Manufacturer's test certificate
 - Performance /warranty certificate, if applicable
 - Certificate of Insurance
 - Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department
 - Consignee's Certificate confirming receipt and acceptance of goods
 - Dangerous Cargo Certificate, if any, in case of Imported Goods.
 - Any other document specified.
- 22.9.** While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from SPMCIL, as and if permitted under the contract, the supplier shall also certify that, GST in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to SPMCIL, SPMCIL's share out of such refund received by the supplier. The supplier shall also refund the applicable amount to SPMCIL immediately on receiving the same from the concerned authorities.
- 22.10.** In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not

complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

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

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

23. Delay in the supplier's performance

23.1. The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by SPMCIL in the List of Requirements and as incorporated in the contract.

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

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

23.3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform SPMCIL in writing about the same and its likely duration and make a request to SPMCIL for extension of the delivery schedule accordingly. On receiving the supplier's communication, SPMCIL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

- a) SPMCIL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.



- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c) But nevertheless, SPMCIL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

24. Liquidated damages

24.1. Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply. In all such cases GST would not be applicable on LD.

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

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

25.2. All drawings and samples issued to the contractor in connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by SPMCIL.

26. Termination for default

26.1. SPMCIL, without prejudice to any other contractual rights and remedies available to it (SPMCIL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SPMCIL pursuant to GCC sub-clauses 23.3 and 23.4.

- 26.2.** In the event of SPMCIL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, SPMCIL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the supplier and the supplier shall be liable to SPMCIL for the extra expenditure, if any, incurred by SPMCIL for arranging such procurement.
- 26.3.** Unless otherwise instructed by SPMCIL, the supplier shall continue to perform the contract to the extent not terminated.

27. Termination for insolvency

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

28. Force Majeure

- 28.1.** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.
- 28.2.** Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 28.3.** In case due to a Force Majeure event SPMCIL is unable to fulfil its contractual commitment and responsibility, SPMCIL will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

29. Termination for convenience

- 29.1.** SPMCIL reserves the right to terminate the contract, in whole or in part for its (SPMCIL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of SPMCIL. The notice shall also indicate inter-alia, the extent to which the supplier's performance



under the contract is terminated, and the date with effect from which such termination will become effective.

29.2. The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by SPMCIL following the contract terms, conditions, and prices. For the remaining goods and services, SPMCIL may decide:

- a) to get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and / or
- b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

30. Governing language

30.1. The contract shall be written in Hindi or English language following the provision as contained in GIT clause 2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

31. Notices

31.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

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

32. Code of Ethics, Obligations, Penalties and Punishments

32.1. Code of Ethics: Officers and staff of SPMCIL as well as Bidders, Suppliers, Contractors, and Consultants under SPMCIL contracts shall observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- (i) **“Corrupt practice”** making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process; **Anti-Bribery Management System (ABMS):** By participating in this tender, the suppliers/Vendors/ Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance. **(It shall be incorporated in all tender including GeM tenders)**
- (ii) **“Fraudulent practice”** any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- (iii) **“Anti-competitive practice”** - any collusion, bid rigging or anti-competitive

arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness, and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- (iv) **“Coercive practice”** harming or threatening to harm, persons, or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v) **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract from which particular procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have relationship or financial or business transactions with any officer in Procuring entity, who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- (vi) **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

32.2. Obligations for proactive disclosures:

- i) Procuring authorities as well as bidders, suppliers, contractors, and consultants, are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and when these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- ii) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

32.3. Penalties and Punishments

A particular violation of ethics may span more than one of above-mentioned unethical practices. Without prejudice to and in addition to the rights of the procuring entity to other penal provision as per the bid-documents or Contract, If the procuring entity comes to a conclusion that a (prospective) bidder or contractor directly or through an agent has violated this code of ethics in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including:

- a) Rejection and exclusion of the bidder from the procurement process;
- b) Calling off of any pre-contract negotiations and forfeiture or encashment of bid security;
- c) Forfeiture or encashment of any other security or bond relating to the procurement;



- d) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- e) Recovery of payments made by the procuring entity along with interest thereon at prevailing rate;
- f) Debarment of the bidder from participation in future procurements of the procuring entity.
- g) In case of Anti-competitive practices, information for further processing may be filed with the Competition Commission of India.
- h) Initiation of suitable disciplinary or criminal proceedings against any individual staff found responsible,

33. Resolution of disputes

33.1 When a dispute/ difference arise, both SPMCIL and the supplier shall first try to resolve the same amicably by mutual consultation. Normally, there should not be any scope of dispute between the purchaser and the supplier after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the progress of the contract leading to disagreement between the purchaser and the supplier. Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes/ differences binding on both the parties. Mode of settlement of such disputes/ differences shall be through Arbitration. However, when a dispute/ difference arises, both the purchaser and the supplier shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either the purchaser or the supplier shall give notice to the other party of its intention to commence arbitration. When the contract is with domestic supplier, the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 and 2021. While processing a case for dispute resolution/litigation/ arbitration, the procuring entity is to take legal advice, at appropriate stages.

33.2 Arbitration Clause:

Having regard to legal complications, cost involved in litigation and difficulties in enforcing legal awards, if amicable settlement is not forthcoming, and recourse may be taken to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996. For this purpose, when the contract is a domestic supplier, a standard arbitration clause may be included in the SBD indicating the arbitration procedure to be followed in accordance with Indian Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. The venue of arbitration shall be the place from where the contract has been issued.

A. Arbitration and dispute resolution

- i) During operation of the contracts, issues and disputes arising due to lack of clarity in the contract become the root cause of litigation. Litigation has adverse implications on the timelines and overall cost of the project. Before resorting to arbitration/litigation, the parties may opt for mutual discussion, mediation, and Conciliation for the resolution of disputes.
- ii) Arbitration /court awards should be critically should be critically reviewed. In cases

where there is a decision against SPMCIL, the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.

- iii) SPMCIL should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to accept arbitration / court orders. A special board / committee may be set up to review the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal / further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award.
- iv) Statistics have shown that in cases where the arbitration award is challenged, a large majority of cases are decided in favour of the contractor. In such cases, the amount becomes payable with the interest, at a rate which is often far higher than the government's cost of funds. This results in huge financial losses to the government. Hence, in aggregate, it is in public interest to take the risk of paying a substantial part of the award amount subject to the result of the litigation, even if in some rare cases of insolvency etc. recovery of the amount in case of success may become difficult. Instructions have been issued in this matter in the past, but have not been fully complied with.
- v) The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open a escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the SPMCIL.

B. Foreign Arbitration

The Arbitration and conciliation Act 1996 has provision for international commercial arbitration which will be applicable if one of the parties has its central management and control from any foreign country. The salient features of this law are: -

- (a) The parties can choose either Indian or Foreign Law governing arbitration.
- (b) Minimization of interference of courts in stalling arbitration proceedings.
- (c) Arbitrator can be changed by mutual consent without approaching court.
- (d) Vesting of enhanced powers to arbitrator.
- (e) Clearly defining obligations of the arbitrator.
- (f) Arbitrators award to be enforceable as if it were a decree of court.



Purchase contracts with Foreign Firms should be in the form of self-contained agreements, especially for large value contracts or those for costly plant and machinery which involves elaborate erection & commissioning, trying out of capacity/ quality/ consumption rate/ time cycles warranty period etc. The venue of arbitration shall be in accordance with UNCITRAL or Arbitration Rules of India, whereby it may be in India or in any neutral country. When the contract is with foreign supplier, the supplier has the option to choose either Indian Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or Arbitration in accordance with the provision of UNCITRAL (United Nations Commission on international Trade Law) Arbitration Rules.

Arbitration Awards

- i) In cases where the Ministry/Department has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by the Ministry/ Department to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to the Ministry/Department should the subsequent court order require refund of the said amount.
- ii) The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of the same Ministry/ Department as mutually agreed/decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of the Ministry/ Department may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and the Ministry/ Department. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG

34. Applicable Law

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

35. Secrecy

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