

SECURITY PRINTING AND MINTING
CORPORATION OF INDIA LIMITED

भारत सरकार टकसाल, मुम्बई
INDIA GOVERNMENT MINT, MUMBAI
भारत प्रतिभूति मुद्रण तथा मुद्रा निर्माणनिगम लिमिटेड की इकाई
A Unit of Security Printing & Minting Corporation of India Limited
भारत सरकार के पूर्ण स्वामित्वाधीन Wholly owned by Government of India
शहीद भगतसिंह मार्ग, फोर्ट, मुंबई - 400001
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Not Transferable

Security Classification: Non-Security

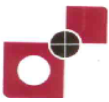
**TENDER DOCUMENT FOR INTERNAL-EXTERNAL REPAIRING &
PAINTING OF MINT FACTORY AND FACTORY PREMISES
BUILDINGS**

TENDER NO. IGMM/PPP/PUR/Civil/6000018859 Dated: 12.07.2024

THIS TENDER DOCUMENT CONTAINS 108 PAGES

Contact Person for this tender

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For Chief General Manager
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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 regulation or tort, principles or 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 the 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 statement 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)

NCB No.: 6000018859

Date: 12.07.2024

1. Sealed Tenders are invited from eligible and qualified tenderers for the below mentioned work:

GeM- Availability Report and Past Transaction Summary-ID (as per para 12 (a) below):

Schedule No.	Brief description of goods/services	Qty (with unit)	Earnest Money Deposit	Due date & time for opening of tender	Delivery Period
1.	Internal-External Repairing & Painting of Mint Factory and Factory Premises Buildings. (For full details please see the technical specification as mentioned in Section VII of the tender document.)	1 AU	2,37,000/-	Techno-Commercial Bid will be opened on <u>13.08.2024</u> at <u>3.00 P.M.</u>	Please refer Section VI- (List of Requirements) of the tender document.

Type of Tender	National Competitive Bidding in Two Bid system viz. Techno-Commercial Bid & Price Bid.
Security Classification	Non-Security
Date and place of issue of tender documents:	The tender may be downloaded from https://etenders.gov.in/e procure/app from <u>12.07.2024 to 12.08.2024</u>
Closing date and time for receipt of tenders	<u>12.08.2024</u> up to 3.00 P.M.
Place of submission of tender	Through Central Public Procurement Portal (CPPP) https://etenders.gov.in/e procure/app
Time and date of opening of tender	1) <u>13.08.2024 at 3.00 P.M.</u> for Techno-Commercial Bid 2) For Price Bid:- Date will be intimated later on, to Techno-Commercial Qualified Bidders.
Place of opening of tender	https://etenders.gov.in/e procure/app
Nominated Person/Designation to receive Tenders	Through e-tendering CPP Portal https://etenders.gov.in/e procure/app
Officer to be contacted for clarifications	Chief Purchase and Stores Officer

2. 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 neighbouring countries shall apply to this tender.
3. 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).

4. Interested tenderers may obtain further information about this tender from the above office. They may also visit our website for further details viz. **<https://www.igmmumbai.spmcil.com>** or **<https://etenders.gov.in/eprocure/app>**
5. Tenderer may also download the tender documents from the web site mentioned above and submit its tender by utilizing the downloaded document, (Through e-tendering portal i.e. CPP Portal (<https://etenders.gov.in/eprocure/app>)). 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).
6. Tenderers are required to upload their bids, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, on or before the closing date and time indicated in the Para 1 above at the e-Procurement portal. (Website address <https://etenders.gov.in/eprocure/app>. Original copies of scanned EMD amount must reach in physical form within 5 days' time of tender opening, otherwise their uploaded bid, would be declared as unresponsive.
7. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold/received/opened on the next working day at the appointed time.
8. EMD amount mentioned in Section VI – List of Requirements shall be furnished in 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. 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 1 above. 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.
9. Performance Security: Performance Security @ 5% of the total cost of the contract, by D.D./Bank Guarantee/FDR in favour of "India Government Mint (unit of SPMCIL) Collection A/c" from Scheduled Commercial Bank only, will have to be paid by the successful bidder within 21 days of issue of Purchase Order. The Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor including warranty period. Performance Security will be refunded to the contractor without any interest, whatsoever, after it duly performs and completes the contract in all respect but not later than 60 days of completion of all such obligations under the contract. Kindly note that payment shall be released only on receipt of Security Deposit. Hence Bills should be raised only after submission of Security Deposit.
10. The tender documents are not transferable.
11. Undersigned confirms that the required goods mentioned above are not available on GeM being works contract as per DO letter No.468/CEO-GeM/2022 dated 07.12.2022.

CHIEF PURCHASE AND STORES OFFICER
FOR CHIEF GENERAL MANAGER
INDIA GOVERNMENT MINT,
SHAHID BHAGAT SINGH ROAD,
FORT, MUMBAI- 400001.



SECTION II :- GENERAL INSTRUCTIONS TO TENDERERS (GIT)

For details regarding General Instruction of Tenderers (GIT) please refer Annexure A.



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 provisions 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.	3.1	Eligible tenderers	This invitation for tenders is open to all the suppliers who fulfil the eligibility criteria specified in these documents. Please refer to Section IX: Qualification/ Eligibility Criteria. 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.
2.	6.1	The tender documents includes:	<ol style="list-style-type: none">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 Requirements7. Section VII - Technical Specifications8. Section VIII - Quality Control Requirements9. Section IX – Qualification/ Eligibility Criteria10. Section X - Tender Form11. Section XI - Price Schedule12. Section XII – Vendor Details13. Section XIII – Bank Guarantee Form for EMD14. Section XV - Bank Guarantee Form for Performance Security15. Section XVIII: Proforma of Bills for Payments16. Section XIX: NEFT Mandate
3.	10	Documents comprising the tender	Documents as per Section VI: List of Requirements-Point No. 6.
4.	11.2	Tender Currency	Indian Rupees (INR)
5.	12.2, 33,	Schedule wise evaluation	The method of evaluation of L1 bidder for awarding the Contract shall be on Grand Total offered price for whole work by the bidder



	36.1		as per Section – XI (Price Schedule) of the tender document.
	18.2	Earnest Money Deposit	Earnest Money Deposit amounting to Rs.2,37,000/- (Rupees Two Lakh Thirty Seven Thousand Only) in the form of account payee Demand Draft/FDR/Bankers Cheque/Bank Guarantee in favour of “India Government Mint (unit of SPMCIL) Collection A/c” is to be furnished alongwith the Techno-Commercial Bid. 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. Further, as per revised FAQ in respect of Public Procurement Policy for MSEs order 2012, issued on 27.01.2022 Works Contracts are not covered under the Public Procurement Policy for MSEs hence there is no exemption of EMD
6.	19	Tender Validity	120 days from the date of Bid opening
7.	20.4	Number of Copies of Tenders to be submitted	Tenderer shall upload their tender and relevant documents on CPP Portal/ https://etenders.gov.in/eprocure/app only and no physical documents will be entertained for the bid.
8.	20.8 & 20.9	Two Bid System & E-Procurement	E-Tender will consist of Two Bid System i.e. Part I - Techno-Commercial/Technical Bid, Part-II - Financial/Price Bid. Please refer Clause No.6 under Section VI
9.	35.2 to 35.5	Additional Factors for Evaluation of Offers and Preferential schemes	Not applicable being Works Contract



SECTION IV :- GENERAL CONDITIONS OF CONTRACT (GCC)

For details regarding General Conditions of Contract (GCC) please refer Annexure B



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).

Sl. No.	GCC Clause No	Topic	SCC Provision
1	16.2	Warranty	01 year from the date of Completion Certificate issued by IGM, Mumbai.
2.	21.2	Taxes and Duties	Quote applicable taxes as applicable. TDS/TDS on GST shall be deducted as applicable.
3.	22	Terms and mode of payment	Schedule of payment shall be as per clause no. 3 under Section VI
4.	24.1	Liquidated damages	If the supplier fails to deliver any or all the goods or fails to perform the services within the time frame incorporated in the contract, IGM Mumbai shall, without prejudice to other rights and remedies available to IGM Mumbai under the contract, deduct from the contract price, as LIQUIDATED DAMAGES, a sum equivalent to 0.5% percent 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). In case of failure to supply within the delivery period the material will be procured from other firms at successful bidder's risk and cost.
5.	33.1	Resolution of Disputes	If dispute or difference of any kind shall arise between IGM, Mumbai and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either IGM, Mumbai or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per clause 33.2.
6.	19.3	Option Clause	The Purchaser, I.G. Mint, Mumbai reserves the right to increase the ordered quantity by 25% at any time till the final delivery date of the contract by giving reasonable notice even though the quantity ordered initially is supplied in full before that the last date of delivery period.



SECTION VI: LIST OF REQUIREMENTS

Schedule No.	Brief description of goods and services	Accounting Unit	Quantity	Amount of Earnest Money Deposit
1	Internal-External Repairing & Painting of Mint Factory and Factory Premises Buildings. As per Section VII – Technical Specifications	AU	1	Rs.2,37,000/-

1. DELIVERY TERMS:

Successful firm has to complete the work in all respect within 09 months from the date of Issue of Purchase Order.

2. PLACE OF WORK:

India Government Mint, Mumbai

3. TERMS AND MODE OF PAYMENT :

Payment will be done as per site condition and actual measurement as follows:

- i) The contractor shall be paid on monthly running bill basis for 90% of the value of the work actually executed on site duly certified by concerned Mint Officials.
- ii) Balance 10% payment shall be released after successful completion of work on submission of 'Completion Certificate' duly certified by concerned Mint Officials.

Note: a) The measurement shall be taken by the authorized executive/ officer of the IGM Mumbai in the presence of the contractor or his authorized representative.
b) The authorized executive/ officer of the IGM Mumbai shall sign the measurements, which shall also be signed by the contractor or his authorized representative as an acceptance of measurements. If the contractor or his authorized representative fails to turn up at the time of taking measurements inspite the notice to do so, the authorized executive/ officer of the IGM Mumbai shall be entitled to record the measurements ex-parte and these shall be final and binding on the contractor.

4. COMPLETION CERTIFICATE:-

- i) As soon as the work is completed as per delivery period mentioned in contract, the Contractor shall give notice of such completion to IGM- Mumbai. IGM-Mumbai, within 30 days of receipt of such notice, shall inspect the work and also arrange for carrying out of such tests as may be prescribed or required under the contract or ordered by IGM-Mumbai. If any incomplete item of work or any defect notices, which is to be rectified by the Contractor, or if any part of whole of the work fails to pass the specified tests, IGM-Mumbai shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue a Completion to the Contractor.
- ii) If the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the IGM-Mumbai shall issue a certificate of completion, showing the date of completion in respect of the work. The warranty period shall commence from the date of completion indicated in such certificate.



- iii) The Certificate of Completion of works shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the warranty period specified in the contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, IGM Mumbai may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the Performance Security amount or from any money payable to the Contractor by IGM Mumbai, under any other contract.

5. CLEARANCE OF SITE ON COMPLETION :-

On completion of works, the Contractor shall clear and remove from site all constructional plant/bushes, surplus materials, rubbish and temporary works of every kind as per instruction of IGM-Mumbai Official and leave the whole of the site of work clean, tidy and in workman like condition. This will be one of the pre-conditions for making the final payment to the Contractor. Such clearance may be made by IGM Mumbai through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from IGM Mumbai.

6. SUBMISSION OF TENDERS:

- a) Techno-Commercial Bid and Price Bid are to be submitted through e-tendering portal i.e. CPP Portal (<https://etenders.gov.in/eprocure/app>) on or before the due date of submission of tenders.
- b) It may be noted that **the price is NOT to be quoted in Techno Commercial Bid**. It shall only be quoted in Price-Bid. Non-adherence to this shall be making tender liable for rejection.
- c) Checklist of documents :

PART 1 : TECHNO-COMMERCIAL BID

- (i) Containing un-priced tender with complete Qualification/Eligibility of the tenderer as per the criteria mentioned in Section IX of the tender document.
- (ii) The tenderer shall submit detailed techno-commercial offer as per Technical Specifications given in Section VII of this tender document
- (iii) Power of Attorney/Authorization with the seal of the company, of person signing the tender documents.
- (iv) Earned Money Deposit: Rs.2,37,000/-.
- (v) Duly filled Tender Form (Section X) is to be submitted. No Price details are to be given in this Bid. In case if any Price Detail is given, then the bids are liable to be rejected.
- (vi) Duly signed and filled up Vendor Details (Section XII)
- (vii) Submit the copy of GST Registration No. and PAN Card details.
- (viii) The tenderer has to submit acceptance of all Sections of this Tender document (GIT, SIT, GCC, SCC, and Quality Control Requirements).
- (ix) The following undertaking needs to be invariably submitted along with the offer failing which the offer shall be rejected and no further communication shall be entertained.
- Undertaking:-
- a) Our offer against tender no:_____ doesn't contain any deviation



from the stipulated tender conditions and we accept all the terms and conditions of the tender enquiry without any deviations."

- b) Undertaking of declaration that the bidder is not blacklisted/ debarred for dealing by Government of India.
- (x) Make in India - Documentary/undertaking against Make in India Status i.e. being a Class I/ Class II supplier as per MII Policy
- (xi) Any other documents as per tender, if required.

PART 2 : PRICE BID

The Bidders shall quote the price and other elements of price as per enclosed Price Schedule of tender document, Section XI.

NOTE:

- a. ALL SECTION AND PAGES OF THE TENDER DOCUMENT STRICTLY SHOULD BE SIGNED, NAME AND SEALED BY BIDDER FIRM.
- b. BIDDER TO FURNISH STIPULATED DOCUMENTS ALONG WITH TENDER IN SUPPORT OF FULFILMENT OF TENDER CRITERIA.

7. EVALUATION CRITERIA FOR L1 BIDDER:

The Techno-Commercial 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 the parameters prescribed in the PART 1: TECHNO-COMMERCIAL BID.

Thereafter in the second stage, the Financial/Price Bids of only techno-commercially qualified and acceptable bidder (as decided in the first stage) shall be opened for further scrutiny and evaluation. Intimation regarding opening of Price bid shall be given to the qualified tenderers.

The method of evaluation of L1 bidder for awarding the Contract shall be on Grand Total offered price for whole work by the bidder as per Section – XI (Price Schedule) of the tender document.



SECTION VII: TECHNICAL SPECIFICATIONS

INTERNAL-EXTERNAL REPAIRING & PAINTING OF MINT FACTORY AND FACTORY PREMISES BUILDINGS:

Interior Finishing

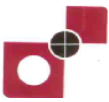
1. Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. Qty – 16500 Sqm
2. Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre. Qty – 16500 Sqm
3. Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. Qty – 4125 Sqm
4. Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour Two Coats. Qty – 16500 Sqm

Exterior Finishing

1. Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. Qty – 8171 Sqm
2. Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre. Qty – 8171 Sqm
3. Finishing walls with Acrylic Smooth exterior paint of required shade: Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface. Qty – 8171 Sqm

MS, Iron Painting

1. Cleaning of reinforcement /steel from rust from the reinforcing bars/steel jali to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge. Bars upto 12mm diameter. Qty – 650 metre
2. Applying priming coat: With ready mixed red oxide zinc chromate primer of



approved brand and manufacture on steel galvanised iron/steel works. Qty – 850 Sqm.

3. Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: One or more coats on old work. Qty – 850 Sqm.

Pipe Painting

1. Painting (one or more coats) on rain water, soil waste and vent pipes and fittings with synthetic enamel paint of approved brand and manufacture and required colour on old work .

- a) 75 mm diameter pipes. Qty – 200 metre
- b) 100 mm diameter pipes. Qty – 400 metre
- c) 150 mm diameter pipes. Qty – 300 metre

Wood Painting

1. Painting with oil type wood preservative of approved brand and manufacture: Old work (one or more coats). Qty – 550 Sqm.

Plaster in patches

1. Repairs to plaster of thickness 12 mm to 20 mm in patches and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. With cement mortar 1:4 (1 cement : 4 fine sand). Qty – 6168 Sqm.

Debris

1. Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 40 km for all lifts, complete as per directions of Engineer-in-charge. Qty – 50 Cum.

Compound Wall Painting.

1. Finishing walls with textured exterior paint of required shade :Old work (Two or more coats on existing cement paint surface applied @ 3.28 ltr/10 sqm. Qty – 848.49 Sqm.

Terms and conditions:

- 1) All the scaffolding required for the work is under the scope of vendor. No separate charge will be given for the scaffolding.
- 2) It is suggested to visit the site before quoting the tender to get actual idea of work.
- 3) All the tools, tackles, equipment's, scaffolding, skilled and unskilled workmen will have to be brought by the bidder.



- 4) The vendor will have to ensure safety of his workmen while working at height and will ensure use of required Personal Protective Equipment (PPE's) by workmen at site. Vendor will provide PPE to their workmen's.
- 5) The vendor shall abide by all safety rules and regulations. In case of any miss happenings/accidents occurs to workmen/machinery vendor will bare the losses, IGMM shall not be liable.
- 6) Debris/malba/old scrapped generated should be lifted and dispose of as per BMC norms.

Approved Make:

- a)Interior & Exterior Paint: Asian/Berger/ Nerolac or its equivalent
- b)Putty: Birla or its equivalent
- c)Synthetic Enamel Paint: Asian/Berger/ Nerolac or its equivalent
- d)Cement: Ambuja/Ultratech/ACC or its equivalent

Note:

1. Materials shall be stored in approved locations. The storage area shall be clean and free from fire hazards. Oily and paint stained rags shall be kept in covered metal containers, away from the paint store.
2. Samples of all materials and other articles required for use on the work shall be got approved before the starting of work.
3. Works to be commenced as per the direction given by IGMM and shall generally conform areas to be painted before start of work.
4. Surfaces inaccessible after erection shall be painted when they are accessible.
5. After completion of job stains, marks, droplets of paint on floor and surrounded surfaces should be removed and cleaned from all surfaces.
6. Samples of all materials and other articles required for use on the work shall be got approved before the starting of work.
7. Final decision to reject any material shall rest in IGMM.



Section VIII: Quality Control Requirements

Work is to be carried out as detailed in Section VI and Section VII.



SECTION IX : QUALIFICATION/ELIGIBILITY CRITERIA

I. Qualification/ Eligibility Criteria:

1. Experience & Past Performance :-

“The Bidder should have experience of having successfully completed similar work during last 7 years ending on 31.03.2023

- Three similar completed works each costing not less than the amount equal to Rs.47,26,830/-

or

- Two similar completed works each costing not less than the amount equal to Rs. 59,08,538/-

or

- One similar completed works costing not less than the amount to Rs. 94,53,660/-

Similar work for this Contract is “**Painting/Repairing/Construction of Civil Structure**”.

2. Capability - Equipment & Manufacturing Facilities :-

The Bidder Firm should be enlisted in either Central Public Works Department (CPWD) or Military Engineering Services (MES) or any other Government/PSU/Autonomous bodies.

3. Financial Standing:-

- i. The average annual financial turnover of the bidder during the last three years, ending on 31.03.2023 should be at least Rs.47,26,830/- as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.
- ii. The net worth of the Bidder should not be negative on 31.03.2023 and should not have eroded by more than 30% in the last three years, ending on 31.03.2023.

Note :

The contractor is required to upload the following documentary proof:

1. Completion certificates from the appropriate authority of client, clearly indicating the nature/scope of work done, actual completion cost and actual date of completion for such work.
2. All experience, past performance and capacity/capability related/data should be certified by the authorized signatory of the bidder firm.
3. The document regarding experience and past performance to the extent required as per the above eligibility criteria as submitted by the Bidder and should be verified from the parties from whom work has been done.
4. The Bidder Firm should upload the documents regarding the enlistment in CPWD /MES /any other government /PSU/Autonomous bodies.
5. Copy of Financial Statement for three years duly certified by chartered accountant/ cost accountant.

BIDDER TO FURNISH STIPULATED DOCUMENTS IN SUPPORT OF FULFILLMENT OF QUALIFYING CRITERIA. NON-SUBMISSION OR INCOMPLETE SUBMISSION OF DOCUMENTS MAY LEAD TO REJECTION OF OFFER.



SECTION X: TENDER FORM

Date:

To
India Government Mint,
(A Unit of Security Printing &
Minting Corporation of India Ltd.)
Shahid Bhagatsingh Road, Fort
MUMBAI – 400 001.

Ref: Your Tender document No. _____ dated _____

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

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

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

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

We 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 etc.):.....



- d. MSME Registration no. (with copy of registration):.....
- e. Udyog Aadhaar Memorandum no.....
- f. 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 suspended/ banned by any Ministry/ Deptts. of Government of India or by any State Govt:

- 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 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.



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.

.....

Dated this _____ day of _____

For and on behalf of

(With seal)

Signature

Name

In the capacity of

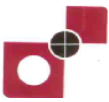
(DULY AUTHORISED TO SIGN THE BID)



SECTION XI : PRICE SCHEDULE

INTERNAL-EXTERNAL REPAIRING & PAINTING OF MINT FACTORY AND FACTORY PREMISES BUILDINGS

THE DETAILED PRICE SCHEDULE IS ATTACHED AS BOQ



SECTION XII: Vendor Details

(to be submitted duly filled)

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:
- 1) Registered Address as per GST registration and Place of Delivery for GST Purpose:
- 2) 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

_____ [insert: Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert: Name and Address of IGM, Mumbai]

Date: _____

BANK GUARANTEE No.: _____

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 of for 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

Signature

(Printed Name)

(Designation)

Witnesses



SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

_____ [insert: Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert: Name and Address of IGM, Mumbai]

Date: _____

PERFORMANCE GUARANTEE No.: _____

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, forthwith on demand and without demur to the Purchaser.

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 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



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) Excise Duty (if applicable)
- 4) Packing and Forwarding charges (if applicable)
- 5) Others (Please specify)
- 6) PVC Amount (with calculation sheet enclosed)
- 7) (-) deduction/Discount
- 8) Net amount payable (in words Rs.)

Dispatch detail RR No. other proof of despatch.....

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:

(Insert Name and Address of Purchaser's Paying Authority as per NIT Clause 1) 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.



SECURITY PRINTING AND MINTING
CORPORATION OF INDIA LIMITED

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

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 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).

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.

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:

- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like 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.
- b) Any GST/ CGST/ SGST/ UTGST/ IGST, which will be payable on the goods in India if the contract is awarded.
- c) Charges towards inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- d) The price of incidental services, as and if mentioned in List of Requirements.

12.6 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:

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

15. Alternative Tenders/ 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:

- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to SPMCIL. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) in case the tenderer is not doing business in India, 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:

- a) Account Payee Demand Draft or
- b) Fixed Deposit Receipt or
- c) Banker's cheque or
- d) Bank Guarantee

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** Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate".
- 20.5** The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.6** All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be 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 and each copy of the tender in separate envelopes, duly marking the same as “Original”, “Duplicate” and so on and writing the address of SPMCIL and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, SPMCIL will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.8 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 case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, SPMCIL will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept SPMCIL's observation, that tender will be liable to be ignored.

30. Clarification of Bids

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

31. Qualification/ Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

(II) 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 L 1 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, under the following exceptional circumstances:

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

39. Contacting SPMCIL

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

39.2. It will be treated as a serious 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 Gol (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 Gol
- 44.2.** Besides, suitable administrative actions, like rejecting the offers, Holiday Listing or delisting of registered firms, SPMCIL would take other remedies available to it including banning/ blacklisting 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. 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 notice board/ bulletin/ web site 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 twenty-one days after the issue of notification of award by SPMCIL, the supplier shall furnish performance security to SPMCIL for an amount equal to 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:

a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of SPMCIL as indicated in the clause 1 of NIT in reference to EMD.

b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV of this document.

6.3. In the event of any loss due to supplier's failure to 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' and 'Quality Control Requirements' under Sections VII and VIII of this document.

8. Packing and Marking

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

8.3. Packing instructions:

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

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

9. Inspection and Quality Control

- 9.1.** SPMCIL and/ or its nominated representative(s) will, without any extra cost to SPMCIL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. SPMCIL shall inform the supplier in advance, in writing, SPMCIL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 9.2.** The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also,

where, and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to SPMCIL's inspector at no charge to SPMCIL.

- 9.3. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, SPMCIL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to SPMCIL and resubmit the same to SPMCIL's inspector for conducting the inspections and tests again.
- 9.4. In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers premises, the supplier shall put up the goods for such inspection to SPMCIL's inspector well ahead of the contractual delivery period, so that SPMCIL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5. If the supplier tenders the goods to SPMCIL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to SPMCIL under the terms & conditions of the contract.
- 9.6. SPMCIL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by SPMCIL's inspector during pre-despatch inspection mentioned above.
- 9.7. Goods accepted by SPMCIL and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute SPMCIL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 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 transshipment without the express/ prior written consent of SPMCIL.
- 11.2. **Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:** In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3. **Shipping Arrangement for Foreign Contracts:** In the case of FOB/FAS contracts, shipping arrangements shall be made by 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 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:

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

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

14. Incidental services

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

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

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

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

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

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

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

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

- (a) Clean on-Board Airway Bill/Bill of Lading (B/L)
- (b) Original Invoice
- (c) Packing List
- (d) Certificate of Origin from Seller's Chamber of Commerce
- (e) Certificate of Quality and current manufacture from OEM
- (f) Dangerous Cargo Certificate, if any.

(g) Insurance Policy of 110% if CIF/CIF contract.

(h) Performance Bond/Warranty Certificate

16. Warranty

- 16.1.** The supplier warrants that the goods supplied under the contract is new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by SPMCIL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per SPMCIL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2.** This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by SPMCIL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 16.3.** In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.
- 16.4.** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take 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 may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

20. Prices

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

21. Taxes and Duties

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

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

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

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

22.2. For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only. 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% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
- ii. 10% on successful installation and commissioning and acceptance by the consignee.

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

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.

- 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:
- a) Original Invoice
 - b) Packing List
 - c) Certificate of country of origin of the goods from seller’s Chamber of Commerce.
 - d) Certificate of pre-despatch inspection by SPMCIL’s representative/ nominee
 - e) Manufacturer’s test certificate
 - f) Performance/ Warrantee Bond
 - g) Certificate of Insurance
 - h) Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department
 - i) Consignee’s Certificate confirming receipt and acceptance of goods
 - j) Dangerous Cargo Certificate, if any, in case of Imported Goods.
 - k) Any other document specified.
- 22.9.** While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from SPMCIL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to SPMCIL, SPMCIL’s share out of such refund received by the supplier. The supplier shall also

refund the applicable amount to SPMCIL immediately on receiving the same from the concerned authorities.

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

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

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

23. Delay in the supplier's performance

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

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

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

- 23.3.** If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform SPMCIL in writing about the same and its likely duration and make a request to SPMCIL for extension of the delivery schedule accordingly. On receiving the supplier's communication, SPMCIL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 23.4.** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- a) SPMCIL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - c) But nevertheless, SPMCIL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 23.5.** The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to SPMCIL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against SPMCIL.

24. Liquidated damages

24.1. Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 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 also 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.** In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by SPMCIL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
- 28.2.** Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 28.3.** In case due to a Force Majeure event SPMCIL is unable to 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) Holiday Listing, Removal from the list of approved vendors and banning/debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- 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. If dispute or difference of any kind shall arise between SPMCIL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either SPMCIL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

33.2. Arbitration Clause: If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration.

a) For Domestic Tenderers

In the event of any question, dispute or difference arising under these Conditions or any Special Conditions of Contract or 'Instructions to Tenderers' or in connection with this contract (except as to any matters the decision of which is specifically provided by these Conditions or " (except as to any matters the decision of which is specifically provided by these conditions or Instructions to Tenderers' or the Special Conditions) the same shall be referred to the sole arbitration of a Gazetted Officer of the Purchaser, appointed by the Director General Currency, Directorate of Currency, Department of Economic Affairs, Ministry of Finance, Government of India. The Gazetted Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties had expressed views on all or any of the matters under dispute or difference. The award of Arbitrator shall be final and binding on the parties to this contract. Subject as aforesaid, the Indian Arbitration and Conciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015, the rules there under and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings under this agreement.

b) For Foreign Tenderers

In the event of any dispute or difference arising between the parties hereto relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the contractor or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, who may be nominated by the Chief Justice of India. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Chief Justice of India, shall be final and binding on the parties. Subject as aforesaid, the Indian Arbitration and Conciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015, the rules there under and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings under this agreement. The venue of the arbitration in all cases shall be in India.

- 33.2.1 In the event of the arbitrator dying, neglecting, or refusing to act, or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the earlier Arbitrator in the manner aforesaid.
- 33.2.2 The arbitrator may from time to time, with the consent of all the parties to the contract enlarge, the time for making the award.
- 33.2.3 Upon any and every such reference, the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator.
- 33.2.4 Work under the contract, if reasonably possible, may continue during the arbitration proceedings and no payment due to or payable by the Purchaser shall be withheld on account of such proceedings.
- 33.2.5 In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is, for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 33.2.6 All arbitrations shall be subject to Indian Laws. The arbitration proceeding shall be held in New Delhi, India and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/ or submitted by the parties shall be written or translated into English.

34. Applicable Law

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

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

35. Secrecy

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

Part II: Additional General Conditions of Contract for specific Types of Tenders:

36. Disposal/ Sale of Scrap by Tender

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

36.2 Payment and Default

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

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

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

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

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

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

36.3 Deliveries, Delays and Breach of Contract

36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser/ Bidder until and unless the full and final payment has been made

by the purchaser, in accordance with the contract to the SPMCIL and the authorized Officer has issued the Delivery Order in favour of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the SPMCIL.

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

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

Name of the Bidder/ Bidding Firm / Company :		PRICE SCHEDULE													
		[CHECKED BY: TENDERS - MATES ARE TO GIVEN IN RUPEES (INR) ONLY.]													
		(This BOD template must not be modified/regionalized by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)													
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	Excise Duty Amount in INR	GST Amount in INR	Freight Charges (Unloading & Stacking) in Rs. P	Any Other Taxes in Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT in Words		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
1	Interior Finishing Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	Item1	16500	Sq.M	0.00	0.00						0.00	0.00	INR Zero Only	
2	Interior Finishing [Applying priming coats with primer of approved brand and manufacturer, having low VOC (Volatile Organic Compound) content With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre	Item2	16500	Sq.M	0.00	0.00						0.00	0.00	INR Zero Only	
3	Interior Finishing [Prepping and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Item3	4125	Sq.M	0.00	0.00						0.00	0.00	INR Zero Only	
4	Interior Finishing Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/litre of approved brand and manufacturer, including applying additional coats where or required to achieve even shade and colour Two Coats	Item4	16500	Sq.M	0.00	0.00						0.00	0.00	INR Zero Only	
5	Exterior Finishing Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	Item5	8171	Sq.M	0.00	0.00						0.00	0.00	INR Zero Only	
6	Exterior Finishing [Applying priming coats with primer of approved brand and manufacturer, having low VOC (Volatile Organic Compound) content With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre.	Item6	8171	Sq.M	0.00	0.00						0.00	0.00	INR Zero Only	
7	Exterior Finishing Finishing walls with Acrylic Smooth exterior paint of required shade. Old work (Two or more coat applied @ 1.67 lit./10 sqm) on existing cement paint surface	Item7	8171	Sq.M	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
8	M/S. Iron Painting [Cleaning of reinforcement steel from rust from the reinforcing bars steel jali to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with palm brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge. Pans upto 12mm diameter.	Item8	650	Meter	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
9	M/S. Iron Painting [Applying priming coat. With ready mixed red oxide zinc chromate primer of approved brand and manufacturer on steel reinforced iron steel works.	Item9	850	Sq.M	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
10	M/S. Iron Painting [Painting with synthetic enamel paint of approved brand and manufacturer of required colour to give an even shade. One or more coats on old work.	Item10	850	Sq.M	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
11	Pipe Painting [Painting (one or more coats) on rain water, soil waste and vent pipes and fittings with synthetic enamel paint of approved brand and manufacturer and required colour on old work. (75 mm diameter pipes)	Item11	200	Meter	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
12	Pipe Painting [Painting (one or more coats) on rain water, soil waste and vent pipes and fittings with synthetic enamel paint of approved brand and manufacturer and required colour on old work. (100 non diameter pipes)	Item12	400	Meter	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
13	Pipe Painting [Painting (one or more coats) on rain water, soil waste and vent pipes and fittings with synthetic enamel paint of approved brand and manufacturer and required colour on old work. (150 mm diameter pipes)	Item13	300	Meter	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
14	Wood Painting [Painting with oil type wood preservative of approved brand and manufacturer. Old work (one or more coats)	Item14	550	Sq.M	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
15	Plaster in patches [Repairs to plaster of thickness 12 mm to 20 mm in patches and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. With cement mortar 1:4 (1 cement : 4 fine sand).	Item15	5168	Sq.M	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
16	Debris [Disposal of masonry building rubbish, rubble similar non-susceptible, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for load upto 40 kn for all lifts, complete as per directions of Engineer-in-charge	Item16	50	Cum	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
17	Compound wall painting [Finishing walls with textural exterior paint of required shade. Old work (Two or more coats on existing cement paint surface applied @ 3.28 lit/10 sqm)	Item17	818.49	Sq.M	0.00	0.00			0.00			0.00	0.00	INR Zero Only	
Total in Figures											0.00	0.00	INR Zero Only		
Quoted Rate in Words											INR Zero Only				