



भारत प्रतिभूति मुद्रण तथा मुद्रा निर्माण निगम लिमिटेड की एक इकाई A Unit of Security Printing & Minting Corporation of India Limited भारत सरकार के पूर्ण स्वामित्वाधीन Wholly owned by Government of India

A Miniratna Category-I, CPSE

CIN U22213DL2006G0I144763

डी-2, सैक्टर-1, नोएडा

ज़िला - गौतमबुद्ध नगर, उ. प्र. E-mail:igm.noida@spmcil.com D-2, Sector-1, NOIDA

Distt. Gautam Buddh Nagar (UP)

Pin-201301

*1* 012-04783116

Fax: 0120-2537609
Website: www.spmcil.com

Not Transferable

Security Classification: Non-Security

# **Standard Bidding Document (SBD)**

(Procurement of Goods and Services)

# TENDER DOCUMENTS FOR PROCUREMENT OF 2000 MILLION PIECES (9700 METRIC TONNE) Rs 2 FERRITIC STAINLESS STEEL (FSS) COIN BLANKS FOR INDIA GOVERNMENT MINT, NOIDA

Tender No NM/220/I/52/2017-Pur, dated 11.11.2017

This Tender Document Contains \_\_ Pages.

Details of Contact person in India Government Mint, Noida regarding this tender:

#### Rajkumar R.

Officer (Material) &
For General Manager
India Government Mint,
D-2, Sector -1,
NOIDA - 201 301 UP
Email: raj.kumar@spmcil.com



# भारत सरकार टकसाल **INDIA GOVERNMENT MINT**



भारत प्रतिभृति म्द्रण तथा म्द्रा निर्माण निगम लिमिटेड की एक इकाई A Unit of Security Printing & Minting Corporation of India Limited भारत सरकार के पूर्ण स्वामित्वाधीन Wholly owned by Government of India

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Date: 11.11.2017

# **SECTION -1 NOTICE INVITING TENDER (NIT)**

No. NM/220/I/52/2017-PUR

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

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money	Remarks	
1	Manufacture & supply of Rs 2 Ferritic Stainless Steel to be supplied to India Government Mint, Noida.  (For full details please see the technical specification as mentioned in Section VII of the tender document.)	2000 Million Pieces (9700 MT)	Rs 2, 94,21,000/- or US\$ 453100 To be submitted along with PQB		
Developme Security Ite	nder (Two Bid/ PQB/ EOI/ RC/ ent/ Indigenization/ Disposal of Scrap/ em etc.) le of tender documents:	system viz. Commercial B	id & Financial Bid.		
	e Tender Document		From <b>11.11.2017</b> during office hours <b>Rs</b> 6500/- ( <b>USD</b> 100)		
	le of tender documents or receipt of queries for pre-bid		India Government Mint, Noida 28.11.2017 upto 5:00 P.M.		
Closing dat	re and time for receipt of tenders		29.12.2017 at 3:00 P.M. India Government Mint, Noida		
	late of opening of tenders	1) 29.12.2017 2) For Tec intimated late 3) For Price B	intimated later on to those who qualify in PQB.  3) For Price Bid:- will be intimated later on only to those whose Techno-Commercial Bid is		
	ening of tenders  I Person/ Designation to Receive Bulky		India Government Mint, Noida  Officer (Material), India Government Mint,		
Tenders		Noida			

- 1. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
- 2. Tender documents may be purchased on payment of non-refundable fee of ₹6500/-.(Rupees Six Thousand Five Hundred Only) or US\$ 100 (US Dollar Hundred only) per set in the form of account payee demand draft/ cashier's cheque/ certified cheque, drawn on a scheduled commercial bank in India, in favour of General Manager, India Government Mint, Noida payable at Noida.
- 3. EMD in the form of account payee Demand Draft/Bankers Cheque/ Fixed Deposit Receipt/Bank Guarantee in favour of the General Manager, India Government Mint, Noida is to be furnished alongwith PQB. In case of Bank Guarantee, the same is to be provided from/confirmed by any Scheduled Commercial bank in India otherwise the tender will not be considered and will be liable to be rejected.
- 4. If requested, the tender documents will be mailed by registered post/ speed post to the domestic tenderers and by international air-mail to the foreign tenderers, for which extra expenditure per set will be ₹500/- for domestic tenderer and US\$ 50 for foreign tenderer. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 2 above.
- 5. Tenderer may also download the tender documents from the web site <a href="http://igmnoida.spmcil.com">http://igmnoida.spmcil.com</a> and <a href="www.spmcil.com">www.spmcil.com</a> and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 2 above.
- 6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
- 7. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organisation, the tenders will be sold/ received/ opened on the next working day at the appointed time.
- 8. The tender documents are not transferable.
- 9. Tenderers have to quote for minimum 25% of the total tender quantity i.e. 500 Million Pcs. (2425 MT) failing which offer will not be considered and bid will be summarily rejected.
- 10. Offers received from any bidder shall be summarily rejected on National Security considerations without any intimation to the bidder.
- 11. The delivery period and eligibility are essential conditions of this tender.
- 12. All rules, regulations, orders and instructions given in the Standard Bidding Document (SBD) of the tender relating to procurement as intended shall be applicable.

- 13. The prospective bidders interested to participate in the tender are requested to attend a pre-bid conference for clarification on technical specifications of the tenders, on **29.11.2017** at **11:00** A.M. at the Office of the General Manager, India Government Mint, Noida The queries of pre-bid meeting must reach the General Manager, India Government Mint, Noida by **28.11.2017** at **5.00** PM
- 14. No Conditional Tender shall be accepted.
- 15. Any Security Breach by the Contracting will lead to:
  - a. Termination of Contract
  - b. Payment of damages
- 16. Adoption of Pre –Bid / Pre- Contract Integrity Pact separately attached herewith (Ref: Section XX, Total Pages-6). SPMCIL has appointed following independent external monitors:
  - a. Shri Ashok Kumar Purwaha, 901, Prithvi Apartment, Plot No.17, Sector-52, Opp. Tau Devilal Botanical and Biodiversity Park, Gurgaon, Haryana
  - b. Shri K.K. Mehrotra, Flat No.406, MECON Apartment, Plot No. C 58/10, Sector 62, NOIDA 201307, UP

(G. P. Agarwal) General Manager India Government Mint, D-2, Sector -1, NOIDA - 201 301 UP

# **Section II: General Instructions to Tenderer (GIT)**

Kindly refer <a href="http://www.spmcil.com/spmcil/UploadDocument/GIT.pdf">http://www.spmcil.com/spmcil/UploadDocument/GIT.pdf</a> for further details.

# **Section III: Special Instructions to Tenderers (SIT)**

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

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

SI. No.	GIT Clause No.	Topic	SIT Provision
1	4	Eligible goods and services (Origin of goods)	Bidder shall clearly mention the country of origin of the goods in their Technical Bid
2	8 & 9	Pre bid conference & Time Limit for receiving request for clarification of tender documents	The prospective bidders interested in participating in this tender are requested to attend a pre-bid conference for clarification on PQB, Technical specification of the tenders to be held on <b>29.11.2017</b> at <b>11.00</b> AM in the office of India Government Mint, Noida. The queries of pre-bid conference must reach to the General Manager, India Govt. Mint, Noida by <b>28.11.2017</b> at <b>5.00</b> PM in writing by post/ fax/ email only
3	11.2	Tender Currency	Domestic Bidders to quote in Indian rupees only. Foreign Bidders shall quote their prices in U.S. Dollar only which will be converted into Indian Rupees for the purpose of equitable comparison for evaluation of bids as per the "BC selling" Exchange Rate of foreign currencies established by the SBI as on the date of tender opening (Financial Offer)  Note: Supplier is requested to quote price within 02 (two) decimal places. Price quoted beyond two decimal places will be ignored.
4	14	Price Variation Clause (PVC) & Formula	The price should be firm & fixed during the currency of the contract.
5	18.4 & 18.5	Earnest Money Deposit (EMD)	Earnest Money Deposit amounting to <b>Rs</b> 2, 94,21,000/- (Rupees Two crores Ninety Four lacs Twenty One Thousand only) or <b>US\$</b> 453100 (USD Four Hundred Fifty Three Thousand and One Hundred Only) in the form of account payee Demand Draft /Bankers Cheque/Fixed Deposit Receipt/Bank Guarantee in favour of General Manager, India Government Mint, Noida payable at Noida is to be furnished along with PQB. In case of Bank Guarantee the same is to be provided from/confirmed by any Scheduled Commercial Bank in India otherwise the tender will not be considered and will be liable to be rejected. Bank Guarantee submitted shall be valid upto a period of six months from the date of the validity of the tender (365 days ie. 6 months + 6 months) i.e. upto or if opening date is extended, then the validity of Bank Guarantee furnished towards EMD is to be extended accordingly.

6	19	Tender Validity	Tender shall remain valid for acceptance for a period of 180 days
7	20.4 & 20.5	Copies of tender & Signing & Sealing of Tender	from the date of opening of PQB.  Strictly as per GIT Clause No.20.4 and 20.5. However, the entire tender document should be signed on each page for having accepted all the tender conditions and the same should be submitted along with the PQB. Integrity Pact duly signed also to be submitted along with the PQB failing which bid will not be considered.  Tender will consist of Three bid system (PQB, Techno-commercial bid & Financial bid). Pre-Qualification Bid, Techno commercial Bid and Price Bid are to be submitted in three separate double sealed envelopes on or before the due date of submission of tender. It may noted that the price is not to be quoted either in the Prequalification Bid or Techno-commercial Bid. It shall only be quoted in Price Bid. Non- adherence to this shall make tender liable for rejection. The envelopes containing bids shall be super scribed as 'Pre- Qualification Bid', 'Techno-Commercial Bid' and 'Price Bid' as the case may be for procurement of 2000 MPCs (9700 MT) Rs. 2 FSS coin blanks.  The sealed envelopes shall again be put in another sealed cover and should be super scribed as 'Pre- Qualification Bid', 'Techno-Commercial Bid' and 'Price Bid' due on 29.12.2017 at 3.00 PM Late tender shall not be accepted. Tenderers shall submit their offers only on prescribed form.  Tenders shall be submitted in parts as below:
			<ul> <li>a. Part – I: PQB_</li> <li>i) Containing un-priced tender consisting of complete Qualification/ Eligibility of the tenderer as per the format specified under Section IX in this document.</li> <li>ii) One original and one duplicate copy shall be submitted. It should not have any price aspects.</li> <li>iii) Earnest Money Deposit.</li> <li>iv) Integrity pact - duly signed as per tender document.</li> <li>v) Power of Attorney/authorization with the seal of the company of person signing the tender documents.</li> <li>vi) Tender document fee is Rs. 6500/- or USD 100.</li> <li>vii) Tender form as in Section-X of tender document duly signed.</li> <li>viii) Manufacturer Authorization form, if the bidder is not a manufacturer.</li> <li>b. Part – II: Technical Bid_</li> <li>i) The tenderer shall submit detailed technical offer as per Technical Specifications as per Section VII of this tender document.</li> <li>ii) The tenderer has to submit acceptance of all sections of this tender document (GIT, SIT, GCC, SCC, Quality control requirements, Tender form, Questionnaire, etc.,)</li> <li>iii) One original and one duplicate copy shall be submitted.</li> <li>iv) Containing un-priced tender consisting commercial package including all terms and conditions. No price details to be given</li> </ul>

			<ul> <li>in this tender.</li> <li>v) Containing Blank price Bid (No price details to be given in this tender.)</li> <li>c. Part – III: Price Bid</li> <li>The tenderers shall quote the prices as per the proforma given in Section – XI of the tender document. No additional/ extra item with price should be included other than that of Section – XI. If any that particular item will not be considered for evaluation.</li> </ul>
8	34 & 35.2	Comparison on CIF destination basis & Additional factors for Evaluation of Offers	India Government Mint, Noida is the Nodal agency for this procurement. For ranking of price bids, total price quoted by indigenous supplier on door delivery basis to I.G.Mint, Noida, shall be compared with total price quoted by foreign supplier on CIF basis i.e. Inland Container Depot, Tughlakabad (Delhi)/ Taxes, Custom duties, Octroi charges, Clearing charges, freight charges & any other charges/ duties imposed from time to time by the Government of India will be loaded over and above CIF cost provided by Tenderers.
9	18.2, 35.3	EMD, Additional Factors for Evaluation of offers	Micro and Small Enterprises are eligible to get the benefits under "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012" as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises, New Delhi vide Gazette Notification dated 26.03.2012. The major benefits allowed are as under:  i. Issue of tender sets free of cost, ii. Exemption from payment of Earnest Money Deposit (EMD), iii. In tender participating MSEs quoting price within price band of L1+15 per cent shall also be allowed to supply a portion upto 20% of requirement by bringing down their price to L1 Price where L1 is non MSEs.
10	43	Parallel Contracts	IGM, Noida reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender). The Parallel Contracts would be concluded as given below subject to alternate bidder matching the Prices with lowest bidder.  i. In case of splitting in two and three, it shall be done in the ratio of 60:40, 50:30:20 respectively or spare supply capacity.  ii. In case of only one eligible bidder, then quantity will be allocated on the basis of quoted quantity or 100% of the tendered quantity, whichever is less.  iii. In case of two eligible bidders, quantity will be allocated in the ratio of 60:40 or the offered quantity respectively.  iv. In case of more than two eligible bidders, quantity will be allocated only in the ratio of 50:30:20 or offered quantity respectively.
11	51.2	Pre-qualification Bidding	This is a three bid tender. Initially the first packet containing PQB will be opened and evaluation would be done as per Section IX of the tender document. Thereafter, rest of the tender would be handled as a two bid system for only those bidders who qualify in PQB.

12	52	Tenders involving	The first time supplier will effect shipment of 5 MT of pre-
		Purchaser's and Pre-	production samples of Rs 2 FSS coin blanks to the General
		Production samples	Manager, India Government Mint, Noida within 30 days from the
			date of issue of Letter of Intent, for conducting pre-production
			trials. The supplier will take up bulk production only after the
			clearance of pre-production sample. In case of failure on the part
			of the supplier to do so or rejection of blanks at the pre-
			production trial, the purchaser reserves the right to give another
			chance to the supplier to supply the successful pre-production
			samples based on the merits of the case or to cancel the contract
			without prejudice to his any other rights under the contract. If any
			such second chance is given, the second preproduction sample of
			5 MT to be supplied within 15 days of rejection of first
			preproduction sample. In case of rejection of second
			preproduction sample, no further chance for submission of
			another sample will be given and Performance Bond/ Security will
			be forfeited. The report of the test conducted on the initial pre-
			production sample of coin blanks so supplied will be informed to
			the Supplier within two weeks of receipt of coin blanks at India
			Government Mint, Noida. In respect of first time supplier(s), the
			first lot should reach within 60 days from date of clearance of pre-
			production sample. Thereafter, remaining lots to reach I. G. Mint,
			Noida in 19 equal installments in 19 months. However, the
			minimum lot size should not be less than <b>200 MT</b> (41.24 Mpcs)
			per installment.
		<u> </u>	per installinent.

# **Section IV: General Conditions of Contract (GCC)**

Kindly refer	http://www.spmcil.	.com/spmcil/Uploa	idDocument/GCC.pd	for further details.
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# **Section V: Special Conditions of Contract (SCC)**

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

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

SI. No.	GCC Clause	Topic	SCC Provision
	No.		
1	5	Country of Origin	The Country of origin of the goods supplied shall be clearly mentioned.
2	8	Packing	The Coin Blanks shall be packed in strong cylindrical steel drums of appropriate size lined with polythene/ vinyl bags. Silica Gel in untearable big pouch is to be added in each drum to absorb moisture. The lid of the drums shall be secured with the rim and bolted and sealed with a provision of adequate leak proof/ water proof rubber gasket with pilfer – proof arrangement to ensure road worthiness/ sea worthiness.  The drum should be painted Red outside and internal protection will be rust proof paint.  All the packing materials including drums, polythene, pallets, strips etc. shall be new.  To facilitate the use of forklift and loading and un loading, two drums would be fastened on wooden / steel pallet by steel band/strips with one hard board sheet/ steel frame covering top of both the to facilitate stacking.  The quantity per drum shall be as under:  1, 50,000 coin blanks to be packed in one big poly bag and sealed in a drum. Allowed variation ± 50 coin blanks per drum.  Accurate count in pieces in each bag/drum is very important and will be insisted upon variation in count shall be made good whenever intimated by India Government Mint, Noida. If the material are received in damaged condition, the same will be summarily rejected and supplier shall replace the same within 10 days at their own cost on door delivery basis.  Packing quantity and packaging may be changed marginally in case it is found necessary by Purchaser without changing price at all.  Each packed drum should have clear mention of gross weight and net Weight.
3	8	Marking	CONSIGNEE: General Manager, India Government Mint, D-2 Sector 1, Noida - 201 301.
			ORDER NO : PACKING NO :
			NET WEIGHT:
			GROSS WEIGHT:
4	9	Pre-dispatch	i. The purchaser reserves the right of inspection of the supplies before
4	ا ع	rie-uispatch	i. The purchaser reserves the right of inspection of the supplies before

		Inconction		chinment. The supplier will carry out Inspection/Testing etc. within 2
		Inspection		shipment. The supplier will carry out Inspection/Testing etc. within 3 weeks of the pre-dispatch call. The supplier shall furnish to the purchaser, his detailed testing and quality assurance schedules and procedure including list of checkpoints, for scrutiny by the Purchaser. The supplier shall give purchaser namely the General Manager, India Government Mint, Noida 3 weeks' notice in advance for any store(s) being ready for inspection and testing, specifying the period likely to be required for such inspection and testing. The inspection shall be done so as to ensure the quality of the supply and its conforming to the specifications, nominated Inspectors of the General Manager shall issue necessary inspection certificates for arranging shipment by the Supplier. The inspection, examination or testing carried out by the purchaser's inspector or any other inspecting agency or issue of shipment release certificate by the purchaser to the supplier shall not, however, relieve the supplier from any of his obligations under the contract and shall not bind the purchaser in any manner to accept the material/store(s), should it on further inspection/tests during or after its supply found not to comply with requirement of the intent and meaning of the contract.  iii. The supplier shall provide all facilities free of cost for the inspections of the Coin blanks manufactured and supplied under this contract at his works at site by the representative of General Manager, India Government Mint, Noida before dispatch.  iii. All the coin blanks produced shall in addition to the inspection by the representative of the Purchaser, also be inspected and examined by the quality control wing of the supplier and copies of the necessary documents maintained by them shall be handed over to the representative deputed by General Manager, India Government Mint, Noida, at least three weeks prior to readiness of the quantity of the coin blanks kept ready for inspection as per agreed delivery dates in order to arrange the visit of the representa
				inspections, the supplier will reimburse such charges.
5	10	Terms Delivery	of	<ul> <li>i. 21 months from the first day of next calendar month after issue of Notification of Award Contract for existing/past suppliers of Rs. 2 FSS coin blanks in Twenty (20) equal instalments.</li> <li>ii. In case of new supplier 21 months from the date of pre-production sample clearance in Twenty (20) equal instalments.</li> <li>iii. 1st lot to reach within 60 days from the date of LOI (for existing/past suppliers).</li> </ul>
				iv. 1st lot to reach within 60 days from the clearance of pre-production

	1	1	
			sample (for new suppliers).
			v. Remaining 19 lots will be supplied in equal instalments in 19
			calendar months. The lot size shall not be less than 200 MT in any case.
			vi. Mint reserves the right to postpone the delivery schedule as per
			Mints' requirements.
			vii. Mint also reserves the right to advance the quantities as per
			mutual consent.
			viii. Details of the delivery will be made available at the time of
			concluding the agreements/contract.
			Tolerance maximum ±10% in weight per month, maximum ±7% in
			weight in three months and ±5% in weight yearly is permissible. The
			lot size shall not be less than 200 MT (41.24 Mpcs).
6	11 &	Insurance &	(a) In case of Domestic Bidder, the bidder shall quote the basic price
	12	Freight for	inclusive of insurance per MT. and other charges like freight etc. per
		Door delivery	MT. to be quoted separately on door delivery basis upto Mint stores,
		Door donvory	as per the indicated delivery schedule. The price shall be quoted as
			per price format explicitly – Indigenous Supplier on door delivery
			basis upto destination point i.e. with details of basic cost per MT,
			Excise Duty, VAT/CST, Octroi (if any), packing, forwarding, freight,
			service charges on freight and any other duties/charges, if so.
			(b) In case of Foreign Bidder, custom duties, other applicable taxes & levies on door delivery basis to IG Mint, Noida will be borne by the
			Purchaser.
7	16	Warranty	Warranty shall remain valid for 12 months from the date of issue of
		variancy	Final Acceptance Certificate for each lot by India Government Mint
			Noida or for fifteen months from the date of dispatch from the
			supplier's premises for domestic goods or for eighteen months after the date of shipment from the port of loading in the source country for
			imported goods.
8	19.3	Option	India Government Mint, Noida reserves the right to exercise Option
		Clause	clause for 25% of the total ordered quantity at any time till the 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.
9	21.2	Taxes and	i. Clause 21.1 will be applicable only for Domestic bidder. Foreign
		Duties	bidders have to quote both on FOB basis and on CIF basis both.
			ii. <u>GST:</u> In the event of implementation of GST, the L-2, L-3 bidders
10	22.2/5)	Towns	will have to match with the total landed cost of L-1 bidder.
10	22.2(b)	Terms and mode of	1. For Foreign Supplier: Subject to any deduction which the purchaser may be entitled to
	, 22.3, 22.4,22	payment	make under the contract/agreement, all payment to supplier for the
	.6	payment	supply of the full consignment would be made through Revolving
			Letter of Credit to be opened by the purchaser through any Scheduled
			Commercial Bank in favour of the supplier for full consignment within
			20 days of signing of contract as follows:
			A. Ninety percent (90%) of the supply price of the consignment will be
			made after the shipment of the supplies as per delivery schedule and
			on receipt of the following shipping documents against Irrevocable
			Letter of Credit.

- a) Complete set of clean bill of lading to order and bank endorsed. Bill of lading must show that the goods have been actually shipped.
- b) Signed commercial Invoices in quadruplicate.
- c) Certificate of Country of Origin
- d) Four Copies of Packing List and test certificate.
- e) Inspection Certificate, if inspection has been waived then quality test certificates together with inspection waiver certificate (Four Copies).
- f) Two sets of Non-negotiable dispatch documents, to be sent by reputed courier services to the purchaser immediately after dispatch.
- g) Suppliers clearance certificate to the effect that
- (i) Content in each case are not less than those entered in the invoice and packing list.
- (ii) The quality of goods are guaranteed as new and are as per relevant specifications.
- (iii) Documents of the materials are sent along with the stores to facilitate the customs clearance in India.
- h) Certificate of insurance
- B. Ten percent (10%) of the supply price of the consignment will be made after the receipt of Final acceptance Certificate of the deliveries as per delivery schedule with following documents against Irrevocable Letter of Credit,
- a) Demand or No-demand certificate issued by the Purchaser in respect of the Liquidated damages in quadruplicate.
- b) Final Acceptance Certificate of the Consignment Issued by the Purchaser in Quadruplicate.

#### 2. For Indian Supplier:

**Terms of Payment** Subject to any deduction which the purchaser may be entitled to make under the contract/agreement, all payment to supplier for the supply of the full consignment would be made as follows:

- A. Ninety percent (90%) payment against receipt and acceptance of the supplies as per delivery schedule at IG Mint, Noida in good condition will be made on receipt of following documents:
- a) Invoices (in quadruplicate)
- b) Inspection Certificate, if inspection has been waived off then quality test certificates together with inspection waiver certificate (Four copies).
- c) Suppliers clearance certificate to the effect that
- (i) Content in each case are not less than those entered in the invoice and packing list and
- (ii) The quality of goods is guaranteed as new and is as per relevant specifications.
- d) Photocopies of lorry receipts endorsed in respect IG Mint, Noida.
- e) Packing list and test certificate (four copies).
- f) Certificate of insurance
- B. Balance Payment of ten percent (10%) will be made on acceptance of the materials as per our specifications in acceptable condition at the Mint and on acceptance of following documents.

		a) On receipt of verification, correctness of stores issued by the purchaser. b) Demand or No-demand Certificate issued by the Purchaser in respect of the Liquidated damages in quadruplicate.  3. Weight recorded in Mint Scale will be final for all purposes.  4. 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.  5. While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from India Government Mint, Noida, 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 India Government Mint, Noida, India Government Mint, Noida's share out of such refund received by the supplier, immediately on receiving the same from the concerned authorities.  6. 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 dispatch 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 India Government Mint, Noida about non-
		Inspection Note duly receipted by the consignee or any communication from India Government Mint, Noida about non-receipt, shortage or defects in the goods supplied".  • "I/Weagree to make good any defect or deficiency
		that the consignee may report within three months from the date of receipt of this balance payment".
11	Short Closure Clause	India Government Mint, Noida reserves the right to short close the contract upon any change in requirement of SPMCIL on design / specification, National consideration, user requirement and indent etc. in addition to the GCC Clause 29.

# **Section VI: List of Requirements**

Schedule No	Brief description of goods and services (Related specifications etc. are in Section-VII)	_	Quantity	Amount of Earnest Money
1	Manufacture & supply of Rs 2 Ferritic Stainless Steel coin blanks to be supplied to India Government Mint, Noida  For full details please see the technical specification as mentioned in Section VII		2000 Mpcs (9700 MT)	Rs 2, 94,21,000/- or US\$ 453,100 To be submitted along with PQB

### 1. Required Delivery Schedule:

- 21 months from the first day of next calendar month after issue of Notification of Award Contract for existing/past suppliers of Rs. 2 FSS coin blanks in Twenty (20) equal instalments.
- ii. In case of new supplier 21 months from the date of pre-production sample clearance in Twenty (20) equal instalments.
- iii. 1st lot to reach within 60 days from the date of LOI (for existing/past suppliers).
- iv. 1st lot to reach within 60 days from the clearance of pre-production sample (for new suppliers).
- v. Remaining 19 lots will be supplied in equal instalments in 19 calendar months. The lot size shall not be less than 200 MT in any case.
- vi. Mint reserves the right to postpone the delivery schedule as per Mints' requirements.
- vii. Mint also reserves the right to advance the quantities as per mutual consent.
- viii. Details of the delivery will be made available at the time of concluding the agreements/contract.

Tolerance maximum  $\pm 10\%$  in weight per month, maximum  $\pm 7\%$  in weight in three months and  $\pm 5\%$  in weight yearly is permissible. The lot size should not be less than 200 MT (41.24 Mpcs)

#### Required Terms of Delivery and Destination:-

In case of Domestic Bidder, Intending bidder shall quote price inclusive of freight charges on door delivery basis to India Government Mint Noida, as indicated in delivery schedule. The price shall be quoted as per price format explicitly - Indigenous Supplier on door delivery basis up to destination point i.e. with details of basic cost , Excise Duty, VAT/CST, Octroi (if any) packing, forwarding insurance, freight service charges on freight and any other charges, if so. In case of Foreign Bidder, the intending Bidder shall quote on both FOB and CIF basis at Inland Container Depot, Tughlakabad, (Delhi).Custom duties, taxes & duties, octroi charges, service charges & any other charges will be borne by the Purchaser.

**ADDRESSES FOR DELIVERY OF CONSIGNMENT:** INDIA GOVERNMENT MINT, D-2, Sector 1, Noida, U.P. -201301. Ph: 0120-2533527, Fax: 0120-2537609.

**Preferred mode of Transportation**: By Road in case of Indigenous suppliers.

# **Section VII: Technical Specifications**

	MATERIAL	Ferritic Stainless Steel Coin Blanks for stamping 2
		Rupee denomination coins.
1.	GRADE	AISI – 430 Normal
2.	PHYSICAL PROPERTIES	
(i)	Quantity	9700 MT (2000 Mpcs)
(ii)	Quality of Blanks	Soft, rimmed and fully annealed, free from all surface defects and having smooth shining surface. Edge is free from burrs and identification marks.
(iii)	Blank Diameter	Circular 25.00 mm ± 0.04 mm (for guidance only).
(iv)	Rimmed Diameter	24.60 mm ± 0.05 mm
(v)	Piece weight	4.85 gms each ± 4%
(vi)	Weight tolerance on 100	485 gms ± 2%
(vii)	Rim Profile	Rounded with radius of 2.0 mm.
(viii)	Rim Thickness	1.55 ± 0.05 mm
(ix)	Blank Hardness	140 +/- 5 HV 30
(x)	Surface finish	90 GU at 85 degree angle (reflectivity)
3.	CHEMICAL COMPOSITION	
(i)	Chromium	17% <u>+</u> 1%
(ii)	Iron	83% <u>+</u> 1%
4.	IMPURITIES NOT TO EXCEED TI	HE FOLLOWING LIMITS
(i)	Carbon	0.12% Max
(ii)	Silicon	1.00% Max
(iii)	Manganese	1.00% Max
(iv)	Nickel	0.50% Max
(v)	Sulphur	0.03% Max
(vi)	Phosphorus	0.04% Max
5.	STRUCTURE	Single Phase Ferritic.
6.	MATERIAL CONDITION	Recrystallized.

# **Section VIII: Quality Control Requirements**

The supplier shall supply the goods as per the technical specification mentioned in the section VII – Technical Specifications.

- 1. Accurate count in pieces in each bag / drum is very important and will be insisted upon. Variation in count shall be made good whenever intimated by India Government Mint, Noida.
- 2. If the materials are received in damaged condition, the same shall be summarily rejected and the supplier shall replace the same within 10 days at their own cost, on door delivery basis.
- 3. Packing Quantity and packaging may be changed marginally in case it is found necessary by purchaser without changing price.
- 4. The blanks should be of good surface finish and free from surface imperfections, porosity, flaking, indentation, roller marks, blisters, scratches, burrs and stains etc.
- 5. Consignment should not contain any bend / cut / un rimmed / oval / half round / moon blanks.
- 6. There should not be any mixed blanks of various other dimensions.

# **Section IX: Qualification/ Eligibility Criteria**

The bidder should meet the following qualification criteria;

- 1. Tenderers have to quote for minimum 25% of the total tender quantity i.e. 500 Million Pcs. (2425 Metric Tonne), failing which offer will not be considered and bid will be summarily rejected.
- Experience & Past Performance: Bidder Firm should have manufactured and supplied at least 300 Mpcs or 1455 MT of Ferrous/Non-Ferrous Coin Blanks in any one year during last five financial years ending 31.03.2016 for the domestic suppliers and last five financial years ending 31-12-2015 for International suppliers.
- 3. **Capability Equipment & manufacturing Facilities**: Bidder firm must have an annual capacity to manufacture and supply at least 300 Mpcs or 1455 MT of Ferrous/Non-Ferrous Coin Blanks. Bidder has to submit the following information regarding capacity and performance:
  - i. Name of the machine utilized to supply the quoted product.
  - ii. The number of machines being utilized for the production and the capacity of each machine.
  - iii. Total Annual Capacity of the manufacturer.
  - iv. Supply orders in hand and proportionate capacity to supply quoted amount.

#### 4. Financial Standing:

- i. The average annual turn-over of the Bidder should be more than Rs. 22.06 Crores (USD 3.39 million) during last three financial years ending 31.03.2016 for the domestic suppliers and last three financial years ending 31-12-2015 for International suppliers.
- ii. Bidder Firm should not have suffered any financial loss for more than one financial year during the last three financial years ending 31.03.2016 for the domestic suppliers and last three financial years ending 31-12-2015 for International suppliers.
- iii. The net worth of the firm should not have eroded by more than 30% in the last three financial years ending 31.03.2016 for the domestic suppliers and last three financial years ending 31-12-2015 for International suppliers.
- 5. All the participating tenderers are compulsorily required to enter into Pre-bid/ Pre-contract Integrity Pact in the prescribed format failing which tender will be summarily rejected (Copy of the Integrity Pact is enclosed as per Section-XX). The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

#### Note-I:

- 1. All experience, past performance and capacity /capability related / data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder should be verified from the parties for whom work has been done.
- 2. All financial standing data should be certified by certified accountant's e.g. Chartered Accountants (CA) in India and Certified Public Accountant / Chartered Accountants of other countries.

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
(complete address of India Government Mint, Noida)
Ref: Your Tender document Nodateddated
We, the undersigned have examined the above mentioned tender enquiry document, including amendment No, dated (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (description of goods and services) in conformity with your above referred document for the sum of (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.
If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.
We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – "Special Conditions of Contract", for due performance of the contract.
We agree to keep our tender valid for acceptance for a period upto, as required in the GIT clause 19, read with modification, if any in Section-III – "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.
Dated this day of For and Behalf of (with Seal) Signature

Name in capacity of

(DULY AUTHORIZED TO SIGN THE BID)

# **Section XI: Price Schedule**

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

- 1. Name of tenderer:
- 2. Opening date & time:
- 3. The tender shall remain valid for acceptance for 180 days, from the date of tender opening.
- 4. Format for Bidder: Adhering to the form at given below is a Pre-requisite for considering your quotations, Price should be quoted on door delivery basis:

In case of Domestic bidders:- In case of domestic bidder, intending bidder shall quote price inclusive of freight charges on door delivery basis to India Government Mint, Noida, as indicated in delivery schedule. The price shall be quoted as per price format explicitly. Indigenous Supplier shall quote on door delivery basis upto destination point including details of basic cost, excise duty, VAT/CST, Octroi (if any), Packing, Forwarding, insurance, freight, service charges on freight and any other charges, if so.

SI.	Description	Amount	in
No.		(Rs.)	
1	Basic Cost/Metric Tonne ex works		
2	Excise Duty/Metric Tonne, if applicable (%)		
3	Packing charges/Metric Tonne		
4	Insurance/Metric Tonne:		
5	Freight/Metric Tonne upto Mint stores		
6	Service Tax on Freight/Metric Tonne, if applicable		
7	CST/VAT/GST per Metric Tonne, if applicable		
8	Any other Taxes and duties, octroi, if applicable/Metric Tonne		
9	Total Cost of supply (door delivery basis) in figures/Metric Tonne		
10	Total Cost of supply(door delivery basis) in words/Metric Tonne		

Note: 1. Form "C" will be provided in case of inter State Supplies.

### A) In case of Foreign Bidder (ON FOB BASIS):-

In case of Foreign Bidder, the indenting bidder shall quote on both FOB and CIF basis at ICD (Inland Container Depot), Tughlakabad, Delhi. Customs duties, taxes and duties, octroi charges, service charges & any other charges will be borne by the Purchaser.

Sl. No.	Description	Amount in
		USD
1.	Basic Cost/Metric Tonne ex works	
2.	Packing charges/Metric Tonne	
3.	Forwarding & other charges per Metric Tonne	
3.	Insurance & Freight (from Supplier's facility to Port of	
	Shipment)/Metric Tonne	
	TOTAL FOB COST /Metric Tonne	
4.	Total Cost of supply (FOB basis) in figures/Metric Tonne	
5.	Total Cost of supply (FOB basis) in words/Metric Tonne	

# B) In case of Foreign Bidder (ON CIF BASIS):-

SI.	Description	Amount	in
No.		USD	
1.	Basic Cost/Metric Tonne		
2.	Packing charges/Metric Tonne		
3.	Forwarding & other charges per Metric Tonne		
3.	Insurance & Freight /Metric Tonne upto CIF ICD, Tughlakabad		
	TOTAL CIF COST /Metric Tonne		
4.	Total Cost of supply (CIF basis) [ICD (Inland Container Depot),		
	Tughlakabad, Delhi)] in figures/Metric Tonne		
5.	Total Cost of supply (CIF basis) [ICD (Inland Container Depot),		•
	Tughlakabad, Delhi)] in words/Metric Tonne		

#### Important

Ranking of Price Bids will be done as per SIT provisions mentioned against Sr.No.8 alongwith other terms & conditions of the tender document.

No price to be indicated in the format which is to be enclosed along with PQB (Part I), Techno-commercial Tender (Part II) However, Price Bid (Part III) which contains prices should be in this Performa only and to be enclosed in a sealed cover separately. The sealed Price-Bid duly super scribed as Price Bid (Part III) should be separately sealed and submitted along with PQB (Part I) and Techno-Commercial Bid (Part II) of the Tender.


# **Section XII: Questionnaire**

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

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

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

- 1. Brief description and of goods and services offered:
- 2. Offer is valid for acceptance upto ......
- 3. Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India :

Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.

- 4. Status:
  - a. Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present India Government Mint, Noida and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
  - b. Are you currently registered under the Indian Companies Act, 1956 or any other similar Act?

Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.

- 5. Please indicate name & full address of your Banker(s):
- 6. Please state whether business dealings with you currently stand suspended/banned by any Ministry/ Deptt. of Government of India or by any State Govt.

(Signature with date)
(Full name, designation & address of the person duly authorized 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**

Whereas
Know all persons by these presents that we
Sealed with the Common Seal of the said Bank this day of20
<ol> <li>The conditions of this obligation are —</li> <li>If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.</li> <li>If the Tenderer having been notified of the acceptance of his tender by India Government Mint, Noida during the period of its validity:         <ul> <li>a. fails or refuses to furnish the performance security for the due performance of the contract.</li> <li>b. fails or refuses to accept/ execute the contract.</li> </ul> </li> </ol>
We undertake to pay India Government Mint, Noida up to the above amount upon receipt of its first written demand, without India Government Mint, Noida having to substantiate its demand, provided that in its demand India Government Mint, Noida will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).
This guarantee will remain in force for a period of six months after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

# **Section XIV: Manufacturer's Authorization Form**

То
(Name and address of India Government Mint, Noida)
Dear Sirs,
Ref. Your Tender document No, dated
We,, who are proven and reputable manufacturers of
(name and description of the goods offered in the tender) having factories at, hereby authorise Messrs
(name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.
We further confirm that no supplier or firm or individual other than Messrs.
(name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.
We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.
Yours faithfully,
[signature with date, name and designation]
for and on behalf of Messrs

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

# **Section** XV: Bank Guarantee Form for Performance Security

Beneficiary:	[insert: Bank's Name, and Address of Issuing Branch or Office] [insert: Name and Address of India Government Mint, Noida]
•	[Insert. Name and Address of India Government Willit, Noida]
Date:PERFORMANCE GUARANTEE No.:	
(hereinafter called "the supplier") has $\boldsymbol{\iota}$	(name and address of the supplier) undertaken, in pursuance of contract no
dated to supply (description o	f goods and services) (herein after called "the contract").
·	by you in the said contract that the supplier shall furnish you with mercial bank recognized by you for the sum specified therein as ns in accordance with the contract;
AND WHEREAS we have agreed to give	e the supplier such a bank guarantee;
supplier, up to a total ofwords and figures), and we undertake to be in default under the contract and v	that we are guarantors and responsible to you, on behalf of the
with the demand. We further agree that contract to be performed thereunder or	demanding the said debt from the supplier before presenting us no change or addition to or other modification of the terms of the of any of the contract documents which may be made between release us from any liability under this guarantee and we hereby on or modification.
, ,	nt Mint, Noida up to the above amount upon receipt of its first ent Mint, Noida having to substantiate its demand.
This guarantee will remain in force for demand in respect thereof should reach	a period of sixty days after the currency of this contract and any the Bank not later than the above date.
(Signature of the authorized officer of th	e Bank)
Name and designation of the officer	
Seal, name & address of the Bank and a	address of the Branch

# **Section XVI: Contract Form**

(Address of India Government Mint, Noida's office issuing the contract)

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

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations

incorporated under Section –V - 'General Conditions of Contract' of India Government Mint, Noida's Tender document shall also apply to this contract.

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

Sch	edule	Brief	description	of	Accounting	Quantity to	Unit Price	Total price
No.		goods	s/ services		unit	be supplied	(in₹)	

Any other additional services (if applicable) and cost thereof:
Total value (in figure) (In words)
<ul> <li>(ii) Delivery schedule</li> <li>(iii) Details of Performance Security</li> <li>(iv) Quality Control <ul> <li>(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.</li> <li>(b) Designation and address of India Government Mint, Noida's inspecting officer</li> </ul> </li> <li>(v) Destination and despatch instructions</li> <li>(vi) Consignee, including port consignee, if any</li> <li>(vii) Warranty clause</li> <li>(viii) Payment terms</li> <li>(ix) Paying authority</li> </ul>
Received and accepted this contract
(Seal of the supplier)
Date: Place:

# Section XVII: Letter of Authority for attending a Bid Opening

(Refer to clause 24.2 of GIT)

The General Manager		
Unit Address		
Subject: Authorization for attending bid op	ening on	(date) in the Tender of
Following persons are hereby authorized to behalf ofbelow.	· ·	
Order of Preference	Name	Specimen Signatures
l.		
II.		
Alternate Representative		
Signatures of bidder or		
Officer authorized to sign the bid		
Documents on hehalf of the hidder		

#### Note:

- 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

# **Section XVIII: Shipping Arrangements for Liner Cargoes**

WILL BE PROVIDED AT THE TIME OF PLACEMENT OF PURCHASE ORDERS

# **SECTION XIX: Proforma of Bills for Payments**

(Refer Clause 22.6 of GCC)

Name and Address of the Firm								
Bill NoDated								
Purchase orderNo				Dated				
Nam	Name and address of the consignee							
S.No	Authority for purchase	Description of Stores	Number or quantity	Rate	Price per	Amount		
Γotal								
3. 4. 5. 6. 7. 8.	Others (Please PVC Amount (w (-) deduction/Dis Net amount pay spatch detail RR I	applicable) rwarding charges (i specify) vith calculation shee	et enclosed) ) patch					
Inspection Certificate No						ed)		
Income Tax Clearance Certificate No								
Modvat Certificate No(enclosed)								
Exc	Excise Duty Gate pass(enclosed)							
	e and Date eived Rs	(Rupees	)					
I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.								

Signature and of Stamp Supplier

Revenue stamp

# SECTION XX: Pre-bid/Pre-Contract Integrity Pact (To be signed on Plain Paper)

WHEREAS the BUYER proposes to procure Rs 2 FSS Coin Blanks and the BIDDER/ SELLER is willing to offer/ has offered the stores, and

WHEREAS THE BIDDER is a private company/ public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a CPSE wholly owned by Government of India performing its functions on behalf of its Chairman and Managing Director.

#### **NOW THEREFORE**

**PREAMBLE** 

To avoid all forms of corruption, by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract, to be entered into with a view to Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price, in conformity with the defined specifications, by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruptions in any form by its officials by following transparent procedures.

The parties hereby agree to enter into this integrity Pact and agree as follows:

#### **Commitments of the BUYER:-**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any

bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchanges for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the General Manager of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official (S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **Commitments of BIDDERS**

- 3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or any person, organization or third party related to the contract, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material of immaterial benefit or other advantage, commission, fees, brokerage of inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining of execution of the contract, or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals of associates.

- 3.4 BIDDERs shall disclose the payments to be made by them to agents/ brokers of any other intermediary, in connection with this bid/ contract.
  3.5 DELETED
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations of before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to other, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or Indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER"S firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act. 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER"S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process of the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount specified in section VI: *List of Requirement*, as Earnest Money in the form mentioned in Clause 18 of Section II, General instructions to the Tenderers (GIT), with the BUYER.
- 5.2 The earnest money shall be valid upto a period of six months from the date of the validity of the tender.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Clause pertaining to Security Deposit/ Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact. The Security Deposit/ Performance Bond shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security deposit for the period of its currency.

#### 6. Sanctions for violations:-

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever required.
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with Interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of the BIDDER from a country other than India with interest thereon at 2% higher

than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, In order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the SPMCIL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of the Pact by BIDDER(S) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian penal Code 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

#### 7. Fall Clause:-

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub-systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### 8. Independent Monitors:-

- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Names and Addresses of the Monitors are listed in NIT.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this pact.
- 8.3 The Monitors shall not be subject to instructions by the representative of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all documents relating to the project/procurement, including minutes of the meeting.
- 8.5 As soon as the Monitors notices, or has reason to believe a violation this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided subcontractor meeting could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

#### 9. Facilitation of Investigation

In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the BUYER.

#### 11. Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

#### 12. Validity:-

- 12.1 The validity of this integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period. In case BIDDER is unsuccessful, this integrity Pact shall expire after six month from the date of the signing of the contract.
- 12.2 Should one or several provision of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact at	on	
BUYER	BIDDER	
(Name of the Officer) For and Behalf of the President of India	(Name of the Officer) Chief Executive Officer	
Designation:		
Deptt. / Ministry / PSU		
Witness		
Witness:- Witness:-		
1	1	
2.	2.	

# TABLE-A

# **INSPECTION CERTIFICATE**

This is to certify that the FSS Coin Blanks in the denomination of Rs 2 have duly been inspected and accepted.

# Visual Inspection:

Classification	Defects	Results
	Defective Rim	
Critical Defects	Laminations	
	Serious Notches	
	Foreign Blanks	
	Bent Blanks	
Major Defects	Blisters	
	Minor notches	
	Clean indentations	
Minor Defects	Stains	
	Discolorations	
	Minor scratches	
	Edge slightly hurt from packing	
Irregularities	and transport	
	Minor out of plain	

(TO BE SIGNED BY) (TO BE SIGNED BY)

Name and Designation of

Representative of Supplier

Representative of Purchaser

# TABLE-B

# **INSPECTION CERTIFICATE AS PER MIL STD 105 D**

This is to certify that the FSS Coin Blanks designated under the contract have been inspected
and passed the visual and measuring inspection for total quantity

# **DEFECTS**

Lot No.

1.

	Critical	Major	Minor	Irregula rities	Analysis	Individual weight	Bulk weight of 100 pieces	Dia met er	Edge thickn ess	hardn ess	Quantity count	Date inspe	
											POI WIIIL	Date signe	u
Sample Size	1250	1250	1250	1250	2	125	13 batche s	1250	125	50	1 Drum each drum	40 bags each bag	Decisi on
AC	0	2	10	21	0	1	0	2	0	1	AS PER CONTRAC	WHETHER ACCEPTED	OR
RC	1	3	11	22	1	2	1	3	1	2	T	REJECTED	

2.	
3.	
4.	
5.	
(TO BE SIGNED BY)	(TO BE SIGNED BY)
Name & Designation of Representative	Name & Designation of Representative