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IEC Code:506051536 PAN No: AAJCS6111J

Not Transferable

Security Classification:

**TENDER DOCUMENT FOR PURCHASE OF: ENGINEERING, PROCUREMENT AND CONSTRUCTION MANAGEMENT(EPCM) SERVICES FOR THE WORK OF PLANNING, DESIGNING, DRAWING & CONSTRUCTION SUPERVISION FOR SETTING UP OF A STATE OF ART WORLD CLASS TRAINING INSTITUTE FOR SPMCIL AT INDIA GOVT. MINT, KOLKATA**

**Tender Number: 6000017868 /CIVIL, Dated: 29.03.2023**

This Tender Document Contains \_\_\_\_\_ Pages.

Tender Document is issued to :

( )

Details of Contact person in SPMCIL regarding this tender:

<b>Name</b>	Nayan Nikhil Sarkar
<b>Designation</b>	Dy.General Manager (T.O)
<b>Address</b>	IGMK (India Government Mint, Kolkata) India
<b>Email</b>	
<b>Phone/Fax</b>	

### ***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 standii in such a relationship. These documents/guidelines/ Manuals therefore should not be cited or referred in any legal or dispute resolution or grievance redressal proceedings.

The Purchaser, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

The Purchaser, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in this Bid Document.

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

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

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

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

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## Section I: Notice Inviting Tender (NIT)

6000017868 /

29.03.2023

(SPMCIL's Tender SI No.)

(Date)

1. Sealed tenders are invited from eligible and qualified tenderers for supply of the following :

GeM - Availability Report and Past Transaction Summary - ID(as per para 15 below):

Schd. No.	Brief Description of Goods/services	Quantity (with unit)	Earnest Money (In Rupee)	Remarks
1	Planning, Designing , Drawing and construction for setting up of a training center at the Residential colony of India govt. Mint, Kolkata.	1 AU	Nil	

Type of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	Limited Tender. E-Tenders are invited from CPSUs(Three Bid System with PART 1 - PQB, PART 2 - Technical Bid & PART 3 - Price Bid).
Security Classification :	Non Security
Authority in whose favour all tender related financial instruments (FD, DD, Banker's cheque etc.) are to be made	India Govt. Mint, Kolkata ( A unit of SPMCIL)
All Financial Instruments to be payable at :	India Govt. Mint, Kolkata ( A unit of SPMCIL)
Dates and place of issue of tender documents:	M/S. MSTC LTD. E-TENDERING PORTAL From 29.03.2023 to 21.04.2023 during office hours.
Place of Pre-Bid Conference :	India Govt. Mint, Kolkata ( A unit of SPMCIL)
Place, Time, and date before which Written queries for Pre-bid conference must be received :	All pre-bid queries by bidders may be sent in written to <a href="mailto:purchase.igmk@spmcil.com">purchase.igmk@spmcil.com</a> & <a href="mailto:shashibhusan.behera@spmcil.com">shashibhusan.behera@spmcil.com</a> on or before 12.04.23 (05:30 PM)
Place, Time, and date for Pre-bid conference	A pre-bid conference will be held on 13.04.2023 at 11:00 AM in the Conference Room, India Govt. Mint, Alipore, Kolkata-700053.
Closing date and time for receipt of tenders	21.04.2023 15:00:00
Place of receipt of tenders	THROUGH E-TENDERING PORTAL i.e. M/S. MSTC LTD.( <a href="https://www.mstcecommerce.com/eproc/">https://www.mstcecommerce.com/eproc/</a> )
Time and date of opening of tenders for Technical Bid.	21.04.2023 15:30:00
Place, Time, and date of Opening of Price (Financial) bid would be intimated later on	
Place of opening of tenders	M/S. MSTC LTD. E-TENDERING PLATFORM ( <a href="https://www.mstcecommerce.com/eproc/">https://www.mstcecommerce.com/eproc/</a> )



Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.1 of GIT)	Nayan Nikhil Sarkar Dy.General Manager (T.O)
Officer to be contacted for clarifications/ help :	Nayan Nikhil Sarkar
Name and Contact Details of Independent Monitor(s) for Integrity Pact (please refer to Clause 44.3 of GIT) for this Tender :	Nayan Nikhil Sarkar

ABBREVIATION "AU" Activity Unit, "SPMCIL" Security Printing & Minting Corporation of India Ltd.

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2. This notice is being published only as an abundant precaution and is not an open invitation for all to quote in the Tender. Participation in this tender is by invitation only and is limited to Central Government Public Sector Undertakings (CPSUs), who have been sent this Tender by email/Post/Courier. Unsolicited offer are liable to be ignored.
3. Tenderer may also download the tender documents from the web site [www.igmkolkata.spmcil.com](http://www.igmkolkata.spmcil.com)
4. Eligibility to participate as per Government of India's Public Procurement (Preference to Make in India) Order (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 (or any further amendments thereof) regarding eligibility of bidders from neighboring countries shall apply to this tender.
5. Please note that SPMCIL reserves its right to grant Purchase preferences in accordance with Government of India's Public Procurement (Preference to Make in India) Order (as amended/ revised).
6. 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.
7. 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. ( <https://www.mstcecommerce.com/eproc/>), the bidder must not make any changes to the contents of the documents, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section X).
8. Bidders may upload their bids through e-tendering portal i.e. MSTC E-Commerce portal(<https://www.mstcecommerce.com/eproc/>), bidders must upload their bids along with scanned copies as required enclosures (including proof of cost of EMD as applicable) as per instructions given in this regard. Original copy of such scanned uploaded EMD, must reach in physical form within the date and place as provided in such instructions, otherwise their uploaded bid, would be declared as unresponsive.
9. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold/ received/ opened on the next working day at the appointed time.
10. The tender documents are not transferable.
11. **“PRE-BID CONFERENCE”** : Bidders are requested to attend a pre-bid conference for clarification on technical specifications and commercial conditions of the Tenders, on the time, Date and Place mentioned in Para 1 above, Participation in the Prebid conference is restricted to prospective bidders who have been invited to participate in the tender or who have purchased the tender documents. 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. 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 PreBid Conference/ Bid Opening” from their Company/ principals, else they would not be allowed to participate
12. 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).



13. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are to be uploaded in M/s. MSTC Ltd. e-tendering portal within stipulated date and time as per tender documents.

14. SUBMISSION OF TENDER :

i. E-Tender will consist of Three Bid system

**PART 1** : Pre-Qualification bid(PQB)

**PART 2** : Techno-commercial Bid (TCB)

**PART 3** : Financial/ Price Bid.

ii. The tenderer is requested to bifurcate their quotations in following three(3) parts:

**PART-1** : Pre- Qualification Bid (PQB) – To qualify PQB, the following documents to be submitted by the bidder-

(a) Power of Attorney/authorization with the seal of the company of person signing the tender documents.

(b) All documents consisting of experience, past performance related data, financial standing data, declaration etc. as specified under Section IX in this tender document.

(c) Section X: Tender form with Make in India Declaration duly mentioning the percentage of local content & Section XII: Vendor details duly filled, sealed & signed.

(d) Integrity Pact duly signed also to be submitted along with the PQB failing which bid will not be considered. All the participating tenderers are compulsorily required to submit Integrity Pact in the prescribed format(as per Section XX of tender document) failing which tender will be summarily rejected. 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, including warranty period.

**PART-2** : Techno-Commercial Bid(TCB) - To qualify TCB, the following documents to be submitted by the bidder-

(a) The tenderer shall submit duly sealed & signed copy of technical specification and "Specification Compliance Certificate" as per Section VII :Technical Specifications of this tender document.

(b) Entire Tender Document (including 45 pages of GIT & 29 Pages of GCC) duly signed and stamped on every page.(Acceptance to all terms and conditions of the tender without any deviations)

**PART-3** : Financial Bid - To qualify Financial Bid, the following documents to be submitted by the bidder-

(a) The Bidders shall quote the price as per Section XI: Price Schedule of tender document.

PRICE TO BE MENTIONED ONLY IN "**PRICE BID**" NOT IN "TECHNO COMMERCIAL BID" OR ANY OTHER PLACE. IF IT IS MENTIONED ANY OTHER PART OTHER THAN PRICE BID, THE OFFER WILL BE REJECTED.

iii. PART 1- Pre-Qualification Bid, PART 2- Techno-commercial Bid and PART 3 - Financial/ Price Bid are to be submitted through e-tendering portal i.e. MSTC E-Commerce portal) on or before the due date of submission of tenders.

iv. Techno-commercial bid will be considered of those firms who will qualify in PQB bid and further Price bid will be considered of those firms who will qualify in the Techno-commercial bid.

15. Undersigned confirms that the required goods mentioned above are not available on GeM as per following GeM - Availability Report and Past Transaction Summary (GeM -AR&PTS).

This unique ID is :

a. GEM/GARPTS/19102022/BGXB6OB0XV9T

16. In case of order material in your favour then the supplier shall furnish the performance security amount/ Security Deposit (S.D) 3% of the total contract amount valid for 60 days beyond completion of all contractual obligations before supply of material within 21 days after issue of Purchase order by India Govt. Mint, Kolkata in favour of "India Govt. Mint, Kolkata (A Unit of SPMCIL)" payable at Kolkata. The performance security will be returned without any interest to



successful tenderer after the completion of all contractual obligations. For Submission of Security Deposit, Section XV: Bank Guarantee Form for Performance Security may please be referred.

17. EMD is not applicable for this tender.

18. Clarification of Tender Documents : A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with India Govt. Mint, Kolkata in writing or by fax/e-mail.

19. Any security breach by the contractor, will lead to:

- a. Termination of contract.
- b. Payment of damages.

20. For any queries regarding the tender, you may please contact at E-mail: **[purchase.igmk@spmcil.com](mailto:purchase.igmk@spmcil.com)**

## 21. FAILURE & TERMINATION

(A) Cancellation of contract for Default : Without prejudice to any other remedy for breach of contract, like removal from the list of registered Vendors, by written notice of default sent to the Vendor, the contract may be terminated in whole or in part :

(i) If the Vendor fails to provide any or all the material within the time period(s) specified in the contract, or any extension thereof granted.

(ii) If the Vendor fails to perform any other obligation under the contract within the period(s) specified in the contract or any extension thereof granted.

(B) Termination of Contract for convenience : India Govt. Mint, Kolkata may at any time terminate the Contract by giving you month's prior notice in writing to that effect and shall have the liberty to appoint any other agency to carry out your obligation under this contract.

.....  
(Sri Nayan Sarkar)  
DGM(TO)/ MATERIALS HEAD  
FOR CHIEF GENERAL MANAGER  
India Government Mint, Kolkata  
West Bengal, Kolkata - 700 053  
Ph.No.033 - 2401 4132-35, 2401 4821(336, 319, 326)  
Email: [purchase.igmk@spmcil.com](mailto:purchase.igmk@spmcil.com)



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

### **Part I: General Instructions Applicable to all type of Tenders**

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PLEASE CLICK ON BELLOW LINK.

<https://www.spmcil.com/UploadDocument/GIT%202.0.024ff929-0f9b-4cc4-a4e0-8e087b700a77.pdf>

BIDDERS ARE REQUESTED TO DOWNLOAD 45 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DOCUMENT. UNSIGNED/WITHOUT STAMPED PRINTOUTS OF THESE PAGES ARE NOT ACCEPTABLE.





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

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

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

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

Sr No	GIT Clause No.	Topic	SIT Provision
01	3.4 & 4	Eligible Goods and Services (Origin of Goods)	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. 2. The word "origin" incorporated in this clause means the place from where the goods are mines, cultivated, grown, manufactured, produced or processed or from where the service are arranged.
02	8 & 9	Pre bid Conference	India Govt. Mint, Kolkata shall hold a pre-bid meeting with prospective bidders on the date, time & venue as mentioned in NIT.  The bidders will have to ensure that their queries for pre-bid meeting should reach to following email id: to <a href="mailto:purchase.igmk@spmciil.com">purchase.igmk@spmciil.com</a> & <a href="mailto:shashibhusan.behera@spmciil.com">shashibhusan.behera@spmciil.com</a> prior to the date and time as per "NIT".  A pre-bid conference will be held on <b>13.04.2023 at 11:00 AM.</b> in the Conference Room, India Govt. Mint, Alipore, Kolkata-700053. The queries of pre-bid must reach by <b>12.04.2023 (up to 05:30 PM)</b>  India Govt. Mint, Kolkata shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by India Govt. Mint, Kolkata.
03	11.2	Tender Currency	Supplier is requested to quote price within 2 Decimal place. Quotation with price quote beyond 2 decimal place is ignored.
04	18	Earnest Money Deposit (EMD)	Nil
05	19	Tender Validity	180 days from the date of opening of the Pre-qualification bid.
06	20.4	Number of Copies of Tenders to be submitted	One copy through M/s.MSTC Ltd. e-tendering portal.
07	20.9	E-Procurement	Yes, through M/s. MSTCLtd. e-tendering portal. ( <a href="https://www.mstcecommerce.com/eproc/">https://www.mstcecommerce.com/eproc/</a> )
08	44.3	Integrity Pact	Applicable. As mentioned in SI. No. 14(ii)(d) of Section I : NIT, bidders have to submit signed

			Integrity Pact along with PART 1 – PQB (Pre-Qualification Bid).
09	50	Tender For rate Contracts	NA
10	51	PQB Tenders	Yes, as per NIT
11	Special Condition	Special Condition	Supplier should file the returns pertaining to TCS (Section 206C (1H) for TCS collected, in the time and provide the TCS certificate to India Govt. Mint, Kolkata. In case of any Credit loss to India Govt. Mint, Kolkata by way of their failure to files Returns and provide TCS certificate in time, India Govt. Mint, Kolkata reservesthe right to recover the amount equivalent to TCS paid along with applicable interest from the payment offurther supplies.
12	Special Condition	GST Return	Supplier should file the GSTreturn for outward supplies in time. In case of any loss to India Govt. Mint, Kolkata by way of their failure to files GST Returns in time India Govt. Mint, Kolkata reserves the right to withhold the payment of further supplies till production of evidence. Anyliability which will occurred on account of non-compliance of e-way bill, GST provision or any other applicable law will be borne by supplier.



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

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

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PLEASE CLICK ON BELLOW LINK.

<https://www.spmcil.com/UploadDocument/GCC%202.0.769a2033-c216-4c4d-82f2-e6b87fb3b040.pdf>

BIDDERS ARE REQUESTED TO DOWNLOAD 29 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DCOUMENT. UNSIGNED/WITHOUT STAMPED PRINTOUTS OF THESE PAGES ARE NOT ACCEPTABLE.



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

### **Part II: Additional General Conditions of Contract for specific types of Tenders**

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PLEASE CLICK ON BELLOW LINK.

<https://www.spmcil.com/UploadDocument/GCC%202.0.769a2033-c216-4c4d-82f2-e6b87fb3b040.pdf>

BIDDERS ARE REQUESTED TO DOWNLOAD 29 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DCOUMENT. UNSIGNED/WITHOUT STAMPED PRINTOUTS OF THESE PAGES ARE NOT ACCEPTABLE.

## 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
01	6.1	Performance Bond/ Security	<p>1. The bidder shall furnish the performance security amount/ Security Deposit (S.D) (3% of the ordered value) valid up to sixty days after the date of completion of all contractual obligations including warranty period by the supplier, before executing the contract &amp; after issue of NAC by India Govt. Mint, Kolkata. SD is to be submitted in favour of "India Govt. Mint, Kolkata (A Unit of SPMCIL)" payable at Kolkata. The performance security will be return back without any interest to successful tenderer after the completion of all contractual obligations including warranty period.</p> <p>2. Further, the EPCM firm shall obtain the Retention Money/Security Deposit (3% of the ordered value) from the execution contractor(s) valid up to sixty days after the date of completion of all contractual obligations including warranty period, before executing the agreement/contract and submit its copy to India Govt. Mint, Kolkata for records. The performance security to be return back without any interest to successful tenderer after the completion of all contractual obligations including warranty period. The amount so retained shall be released only after rectification of all the defects pointed out by India Govt. Mint, Kolkata during the warranty period.</p>
02	10	Delivery Schedule (on F.O.R India Govt. Mint, basis)	The work is to be completed within the stipulated time period of 24 months from the date of award of contract as elaborated in Section VI: List of Requirements.
03	11.2	Transportation of Domestic Goods	To be borne by the supplier.
04	12.1	Insurance	<p>1. The Bidder shall insure himself against any liability under any personnel compensation ordinance or equivalent prevailing legislation and any modifications thereof, which may be put in force by the government during the continuance of the contract.</p> <p>2. In the event of any loss or damage suffered in consequence of any accident or injury or disease resulting from his work or other person in the employment of the Bidder, the Bidder shall pay compensation to the personnel.</p>

05	16.2	Warranty Clause	Five years from the date of completion certificate or handing over of project whichever is later. During the warranty liability period of 5 years, the agency shall rectify any defects noticed for all Building, Development, Electrical and Mechanical works at their own cost.
06	19.3	Option Clause	Not Applicable.
07	21	Taxes and Duties	The lump sum price quoted for the complete job shall be inclusive of all except GST which may be indicated separately in price schedule/bills. In case Tax is not applicable on bidder, they must enclose relevant Tax Exemption certificate.
08	22	Terms and Mode of payments	<p>i. Payment shall be made after satisfactory completion of each stage of the project as stipulated in the Section VI: List of Requirements of the tender document.</p> <p>ii. The payment will be made to the agency after submission of their bill duly certified by competent authority.</p> <p>iii. If income tax is payable then the bill payment will be made after the deduction of such taxes. The TDS certificate will be provided to the Contractor accordingly. The contractor will provide PAN in bills.</p> <p>iv. Any TDS or surcharge applicable to the contractor then as per rule the deduction from the bill will be made along with surcharge. The copy of the same will be provided accordingly.</p>
09	24	Liquidated Damages	<p>The project should be completed within the stipulated time frame of 24 months from the date of signing of the Agreement between India Govt. Mint, Kolkata and EPCM Consultant and as specified in the schedule of this tender document/Agreement/Contract. If the supplier fails to deliver any or all of the goods or fails to perform the services within the timeframe(s) incorporated in the contract, India Govt. Mint, Kolkata shall, without prejudice to other rights and remedies available to India Govt. Mint, Kolkata under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub clause 23.4 Shall also apply.</p> <p><b>Note:</b> To arrive at quantum of LD, Contract price shall be considered as EPC charges plus the awarded cost for the work executing firm.</p>

10	33.1	Resolution of Disputes	<p>i. If dispute or difference of any kind shall arise between India Govt. Mint, Kolkata and the contractor in connection with or relating the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve the same amicably the mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within 21 days of its occurrence, then, unless otherwise provided in the SCC, either India Govt. Mint, Kolkata or the contractor may seek recourse to settlement of disputes through arbitration act 33.2. Disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata only.</p> <p>ii. The EPCM firm shall be fully responsible to defend any suits or arbitration cases arising out between EPCM &amp; its contractors.</p>
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## Section VI: List of Requirements

Schedule No.	Brief Description of goods and services (Related Specifications etc. are in Section-VII)	SAC Code	Accounting Unit	Quantity	Amount of Earnest Money	Place of Delivery for GST purpose
1	Planning, Designing , Drawing and construction for setting up of a training center at the Residential colony of India govt. Mint, Kolkata.		AU (Activity Unit)	01	Nil	M/S. MSTC LTD. E-TENDERING PORTAL

- Bidders should submit offer as per price schedule (Section XI).
- All the copies of tenders shall be complete in all respects with all their attachments/enclosures duly numbered.
- The total cost inclusive of all elements as cited above on FOR India Govt. Mint, Kolkata basis should be indicated clearly both in words and figures in the price bid.
- Bidder should furnish their bank details i.e. Account No, Branch name, IFSC code etc. to receive payment. A Cancelled Cheque should also be enclosed.
- The address of the consignee is as follows :  
a) CHIEF GENERAL MANAGER,(TRAINING & MUSEUM) , INDIA GOVERNMENT MINT (A UNIT OF SPMCIL)ALIPORE, KOLKATA - 700 053.  
Email : [shashibhusan.behera@spmcil.com](mailto:shashibhusan.behera@spmcil.com)
- Required Delivery Schedule:** The work is to be completed within the stipulated time period of 24 months as elaborated below from the date of signing of Agreement between India Govt. Mint, Kolkata and EPCM Consultant : -

Sl. No.	ACTIVITY/ PROCESS/ MILESTONE	Timeline starting from date of Agreement/Contract of work to EPCM by India Govt. Mint, Kolkata, SPMCIL
1	Submission of different Layout, detailed Architectural & structural drawings by EPCM firm	Within 2 Months from the date of Agreement
2	Detailed Project Report to be submitted by EPCM firm	Within 01 Month after the approval of Layout, detailed Architectural & structural drawings
3	Statutory clearance/ NOCs/ Commencement Permission/ Completion certificate etc. from Concerned Authorities/ Civic bodies	Simultaneously activities from time to time
4	Preparation of NIT/ Tender Document by EPCM firm	Within 01 Month from the date of approval of DPR
5	Floating of Tender for Selection of Contractor & Award of work	Within 03 Months after the Preparation of NIT/ Tender Document

6	Execution of work and Contract Management	Within 16 Months after Award of contract to the selected Contractor
7	Testing and Commissioning of the equipment's & services installed in the building	Simultaneously activities from time to time
8	Handing over Custody of Documents & Project Closure	Within 01 Month after the completion of contract
9	<b>TOTAL TIME PERIOD</b>	<b>24 MONTHS</b>

#### 7. Payment Schedule:

- The Charges quoted by the EPCM firm as per Section-XI (Price Schedule) are lump sum charges and are all-inclusive charge for the complete scope of work as defined under scope of work mentioned in Section VII: Technical Specifications & as per the stipulate time schedule as defined under point no.6 (Required Delivery schedule in List of requirements above).
- The EPCM firm shall quote the price for the complete scope of work and within the stipulated time period in terms of percentage (say 'X' %) of the estimated cost of Rs.36.45 Crore (including consultancy charges).
- India Govt. Mint, Kolkata, SPMCIL shall reimburse all expenditure related to obtaining statutory clearances/ permissions/ certificates/ insurance etc. for the project as per actual/ payment receipts from the concerned authorities. Any other incidental expenditure deem to be included in the Consultancy Charges.
- The price quoted shall be a fixed price for the complete contract period which shall be excluding GST. TDS and other statutory deductions shall be applicable as per the laws.
- The payment breakup of price schedule quoted by the EPCM firm for the complete scope of work and within the stipulated time period in terms of percentage (says 'X' %) of the estimated cost of Rs.36.45 Crore Shall be paid on achieving the milestones as tabulated below : -

SL. No.	ACTIVITY/ PROCESS/ MILESTONE TO BE ACHIEVED FOR PAYMENT	PAYMENT IN TERMS OF % OF QUOTED AMOUNT (i.e. say X %)*
1	Approval of Layout, detailed Architectural & structural drawings by SPMCIL after its finalization from different submitted proposals.	1 % of X
2	Approval of the submitted Detailed Project Report after its vetted by the Independent Third-Party Quality Assurance for the Design/ Drawing stage.	9 % of X
3	After submission of statutory clearance/ NOCs/ Commencement Permission/ Completion certificate etc. from Concerned Authorities/ Civic Bodies.	5 % of X
4	Issuance of NIT/ Tender Document.	2 % of X
5	Selection of Contractor & Award of Work.	3 % of X
6	Execution of work and Contract Management.	70 % of X as per the progress of the work. Further, Payment in this phase will be as per milestone decided in the order placed on the executing contractor as per running account bill subject to minimum bill amount not less than 2.6 crores.
7	Testing and commissioning of the equipment's & services etc. installed in the building.	5 % of X
8	Handing over Custody of complete project Closure.	5 % of X
10	<b>TOTAL PAYMENT</b>	<b>100 % of X</b>



**NOTE 1: \* ['X' = Fees quoted by the EPCM firm (in Indian Rupees) in terms of % of estimated cost of Rs.36.45 Crore or actual project cost for the complete job whichever is lower, excluding GST.]**

8. Risk Purchase Clause :

(a) If the supplier after submission of tender and due acceptance of the same, i.e. after notification of award of contract fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:

(i) Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier.

(b) Supplier has to abide by all the terms and conditions of tender.

(c) In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the supplier.

9. The bidder should give undertaking/declaration that they have read and understood all the terms & conditions of tender documents and submitting unconditional acceptance to all terms & conditions.

10. The bidder failing to submit the requisite documents as per tender along with bid, their bid will be considered as unsolicited offer. Further, if the bidder does not accept the terms & condition of this tender document, their offer will also be treated as unsolicited offer.

11. All labour laws, statutory requirement for this project to be complied by the EPCM firm.

12. All safety and security of the workmen is the sole responsibility of the awarded firm itself and incase of any unwanted incidents India Govt. Mint, Kolkata authorities would not be liable under any circumstances.

## Section VII: Technical Specifications

**Name of capital work:** Planning and execution of construction and setting up of a training centre at Residential colony of IGM Kolkata.

### A) Introduction

1. Security Printing & Minting Corporation of India Ltd (SPMCIL), wholly owned company of Government of India, was incorporated in January 2006 with its HQs at New Delhi. It is a Mini Ratna status central public sector undertaking under the administrative control of Department of Economic Affairs of Ministry of Finance. SPMCIL is engaged in the manufacture of security paper, printing of currency and bank notes, non-judicial stamp papers, postage stamps, travel documents, minting of coins etc. There are nine units under the control of SPMCIL viz. four Mints, two Bank Note Printing Presses, two Security Printing Presses and one Security Paper Mill.

2. India Govt. Mint, Kolkata, SPMCIL intends to appoint an Engineering, Procurement and Construction Management (EPCM) firm amongst the Central Government Public Sector Undertakings(CPSUs) for the work of Planning, Designing & Construction Supervision for setting up of a State of Art World Class Training Institute for SPMCIL in the campus of residential colony of India Government Mint, Kolkata located at Alipore in Kolkata on an area of about 10 Acres (39775 SQM ) of land for an estimated cost of Rs.36.45 Crores only(excluding GST) (approx.) with project completion time period of 24 months.

### B) Scope of Work

1. India Govt. Mint, Kolkata, SPMCIL intends to appoint an Engineering, Procurement and Construction Management (EPCM) firm for the work of Planning, Designing & Construction Supervision for setting up of a State of Art World Class Training Institute for SPMCIL in the campus of residential colony of India Government Mint, Alipore, Kolkata on Lump Sum fee basis.

2. The EPCM firm shall be selected/Appointed on the basis of Qualification/Eligibility criteria as defined in the section IX of this tender document.

3. The EPCM firm should obtain first-hand information on the assignment and on the local conditions. They are advised to visit the site and are expected to familiarize themselves of local conditions and take these into account while submitting their bids.

4.The EPCM firm shall be responsible for Planning, Designing and construction work for setting up of Training Institute for SPMCIL at India Govt. Mint, Alipore, Kolkata on an area of about 10 Acres(39775 SQM approx.) of land through Engineering, Procurement and Construction Management(EPCM) services.

5. The proposed Training center should have an eco-friendly building with less carbon footprint, latest cost effective & time saving construction technology, a green building (3-star rating) with maximum usages of natural resources like sun light & solar power, latest training equipment, energy efficiency norms etc. as per latest Central Government guidelines and local building bye-laws. The training center to broadly have facilities with proposed approximate area are as follows:

SI. No.	AMENITIES	PROPOSED AREA (approx.)
1	Main Gate, Display Wall and Compound	55 sqm
2	<b>Academic Block:</b> Seven (7) Class rooms as follows: – a) 2 class rooms each of 50 seating capacity, b) 5 class rooms each of 25 seating capacity.	720 sqm
3	Administrative Block	2000 sqm
4	Computer lab and library	500 sqm

5	Faculty rooms	750 sqm
6	<b>Hostel Block:</b> 100 capacity for both Male & Female- a) 15 Deluxe rooms , b) 35 Single rooms c) 25 rooms on Twin sharing basis	657 sqm
7	Guest house(5 suits, 5 double rooms and 5 single rooms)	400 sqm
8	Staff qtrs. (4 type II quarters , 4 type III quarters , 2 type IV quarters & 1 type V quarters)	1000 sqm
9	Club house	1700 sqm
10	Auditorium (100 seats)	586 sqm
11	Swimming pool with essential amenities	1200 sqm
12	Cafeteria (200 pax seating capacity)	300 sqm
13	Parking	3500 sqm
14	Jogging Track	350 sqm

N.B.: All the amenities includes requisite furniture & fixtures for the blocks/buildings, associated Internal & External (both) works of water Supply, Sanitation, Electrical, Lifts, Air conditioning, CCTV, Firefighting system, Wi-Fi, LAN, PA system, IP-PBX system, Water & Sewage treatment works, DG Sets, Substation, internal roads, Rain water harvesting works, Landscaping works, Solar plant, Green Building rating etc.

### C) Broad Scope of Work:

- a) Detailed Project Report: Preparation of Detailed Project Report (DPR) covering Architectural drawing , Work drawing , Structural Design & Drawing based on Engineering calculations as per relevant IS codes, National Building Code, Local Municipal Bye-laws & land surveys etc. after its vetting/certification including soil testing from organizations like IIT's/NITs/Jadavpur University/IIEST Shibpur along with its detailed cost estimation for building and all services viz. Civil , Electrical, Mechanical, networking etc. based on DSR-2021 duly updated with correction slip & cost index for scheduled items and market rates for non-scheduled items supported with its rate analysis.
- b) Statutory clearance /NOCs/Commencement Permission /Completion certificate etc from Concerned Authorities/Civic Bodies: Obtaining statutory clearance/ NOCs/ Commencement Permission Completion certificate/ Fire Clearance etc. from Concerned Authorities/ Civic Bodies.
- c) Selection of Contractor: The selection of Contractor is within the scope of EPCM which includes preparation of Notice Inviting Tender/ Tender documents, call of tenders including pre-bid conference, receipt & opening of tenders, Scrutiny of tender and award of work on competitive rates on behalf of SPMCIL as per relevant rules & regulations.
- d) Execution of work and Contract Management: Execution of work and management of contract from Award of work to till completion of defects liability including Arbitration process if, any.
- e) Independent Third-Party Quality Assurance: Arranging & Obtaining Third Party Quality Assurance Certification from an Independent Government Agency like IITs/ NITs/ Jadavpur University/IIEST Shibpur of repute following relevant rules & regulations.
- f) Testing and commissioning of the equipment & services installed in the building: Arranging Testing and Commissioning of the various equipment installed in the building like Lifts, Solar Equipment, Fire Grid/ Equipment etc.
- g) Monthly progress report of the project: A monthly progress report of the project mentioned activities completed/ milestone achieved during the month along with actual site photographs, quality reports,



delay's & bottlenecks along with its reasons and action proposed to maintain time schedule of the project, any other points needing attention of SPMCIL etc. be submitted by the selected EPCM firm.

- h) Custody of documents: Handing over the custody of all drawing/ designs, approval of local/ concerned authorities and inventory list to SPMCIL in original (where ever feasible).
- i) Approvals from SPMCIL: The EPCM shall take approval of SPMCIL at various stages viz. DPR, Design & Drawings and Tender documents for the contractor etc. Further, Corrections/ Suggestions if, any by SPMCIL shall be taken care of by the EPCM.
- j) Separate Financial Account of the project: Apart from quoted consultancy price, GST & expenditure related to obtaining statutory clearances/ permissions/ certificates/ insurance etc. for the project (which shall be reimbursed by SPMCIL as per actual/ payment receipts form the concerned authorities), the payment to the contractors for construction work shall be paid by SPMCIL on submission of certified bills by EPCM. A separate financial account of the project funds/ payment made is to be utilized for its intended use in the project only till its completion/ handing over to SPMCIL.
- k) Any other services incidental to or connected with the said works usually and normally rendered by EPCM/ contractor and not referred to in any of the items referred here: -
1. Giving technical inputs and consultancy for timely completion of the job
  2. Quality Assurance and Quality Control of materials as per IS
  3. Ensuring the work is as per the technical specification
  4. Ensuring deployment of adequate number of required skilled manpower
  5. Coordinate with all concerned parties like contractors, SPMCIL, other Government Agency, societies nearby , subcontractors and others
  6. Ensuring required permission/ NOC from concerned Government Agency
  7. Maintaining and monitoring and reporting of work progress, progress review
  8. Monthly checking of Bar Chart (Schedule of Work) prepared by the contractor considering the scope of work.
  9. Ensuring the scheduled completion of work on time.
  10. Weekly/ daily Visits of Senior Engineer/ Project Manager etc. to site.
  11. Quantity and Quality survey and measurement checking, pointing out defects/ laps if any including its rectification or replacement as the situation/ specification warrants.
  12. Measurement and bills are to be verified by EPCM.
  13. Maintain a Triplicate book for giving instructions to the contractor at site.
  14. Troubleshooting and give inputs to Chief General Manager (Training Centre & Museum) at IGM, Kolkata, SPMCIL.
  15. After completion of the project the EPCM firm will intimate the completion of the project in writing. After that competent authority of SPMCIL will issue Completion Certificate after necessary inspection, if any.

**Note:** Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1. The tenderer is to provide the required details, information, confirmations etc. accordingly, failing which it is tender is liable to be ignored. Prospective bidders shall comply with the feature specifications (including Warrantee Obligations) and submit a "Specification Compliance Certificate" with their Technical Bid.

1. The work is to be carried out as per CPWD specifications 2019 (Vol I & Vol II) with up-to-date correction slips for all the scheduled items of DSR – 2021 duly updated with all the correction slip

2. For the non-scheduled items, all the works shall be carried out as per manufacturers specification/best Industry practice and duly vetted by the Independent Third-Party Quality Assurance Agency.

3. There may be several incidental works which are not mentioned in the tender document/specifications but will be necessary to complete the project in all respect. All these incidental works which are not mentioned but are necessary to



complete the work shall be deemed to have been included in the overall amount quoted by the EPCM firm for various components of works. Nothing extra shall be payable on this account.



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## **Section VIII: Quality Control Requirements**

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1. The relevant IS codes, National Building Code, Local Municipal Bye-laws, CPWD Quality Assurance manual shall be strictly complied by the EPCM firm for the complete Project (i.e. right from inception to till its completion).
2. The vetting/certification is to be got done from a third-party Quality Assurance firm like IITs/NITs/Government Engineering Colleges/Government Organization /PSU of repute etc. for each stage viz. Structural Design & Drawing, Quality Assurance of materials used in the works as per relevant code/manual, Certification of various services etc.
3. The tests of materials used in the work shall be got done through any government lab such as IIT/NIT/Government Engineering College/Government Organizations or Test houses//National Test House/NSIC/NABL approved lab/CPWD lab etc. The testing charges including packing transportation etc. shall be borne by the contractor/Vendor. No reimbursement shall be made towards testing charges by India Govt. Mint, Kolkata, SPMCIL.
4. The EPCM firm shall assist the inspection team of India Govt. Mint, Kolkata, SPMCIL /CVC/Any other similar Government Organization and their decision shall be binding on the EPCM firm as well as the contractor.
5. The EPCM firm shall be responsible/answerable to the Vigilance Inspection of CVC/Any other similar Government Organization.
6. The proposed life span for the buildings shall not be less than 100 years. Therefore, the design and specification of the buildings shall take into account the maintenance and durability aspects. The designing of the structure should be done according to the I.S. code for the seismic zone as applicable for Alipore, Kolkata.
7. The EPCM firm & the contractor shall submit a detailed program of work within 7 days of the date of award of their respective works. India Govt. Mint, Kolkata, SPMCIL may modify the program and the EPCM firm/contractor shall have to plan & work accordingly.
8. The EPCM firm & the contractor shall deploy the adequate technical officers for supervision & assured Quality in the work.
9. Compliance of all statutory/contractual obligations shall be the responsibility of the EPCM firm & the contractor.
10. The EPCM firm & the contractor shall maintain all relevant records including the site records like Site order book, Hindrance register, MAS register, Material test register etc. and shall submit these records time to time to Chief General Manager( Training Centre & Museum) for information of up to date compliances.

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[to be inserted by the office inviting tender as applicable to specific tender]





## Section IX: Qualification/Eligibility Criteria

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### A. EXPERIENCE & PAST PERFORMANCE:

The bidder should have experience of having successfully completed similar works during last 7 years ending on **31.03.2022** :

i. Three similar completed works each costing not less than **Rs.16.33 Crores**

OR

ii. Two similar completed works each costing not less than **Rs.20.41 Crores**

OR

iii. One similar completed work costing not less than **Rs.32.66 Crores**

**Similar Work means** : Providing Engineering, Procurement & Construction Management services for the work of Construction of Training center/Academic campus/Office Complex/Residential buildings/Townships etc. for central Govt./State Governments/PSUs and autonomous bodies.

IN SUPPORT OF EXPERIENCE & PAST PERFORMANCE, COPY OF PURCHASE ORDER/SUPPLY/ WORK ORDER; RESPECTIVE COMPLETION CERTIFICATE (FROM THE CLIENT DEPARTMENT) AND CONTACT DETAILS (FROM THE CLIENT DEPARTMENT) TO BE ENCLOSED ALONG WITH THE TENDER.

### B. CAPABILITY - EQUIPMENT & MANUFACTURING FACILITIES:

-----Not Applicable ---

### C. FINANCIAL STANDING:

a) The average annual financial turnover of the bidder during the last three years, ending on **31.03.2022**, should be at least **Rs.16.33 Crores** 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.

b) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31.03.2022.

c) i) The net worth of the Bidder should not be negative on 31.03.2022 and also

ii) Should not have eroded by more than 30% in the last three years, ending on 31.03.2022.

SUPPORTING DOCUMENTS TO BE FURNISHED AS CLAIM AGAINST THE ABOVE ELIGIBILITY CRITERIA: ALL FINANCIAL STANDING DATA SHOULD BE CERTIFIED BY CERTIFIED ACCOUNTANTS e.g. CHARTERED ACCOUNTANTS (CA) IN INDIA.

### Notes for Bidders:

1) Besides Clause 3 of the General Instructions to Tenderers (GIT), eligibility to participate as per Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/revised) shall also apply to this tender.

2) 'Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final .



3) Supporting documents submitted by the bidder must be certified as follows:

4) All copy of supply/ work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department; National Small Industries Corporation (NSIC); manufacturing licence, annual report, etc., in support of experience, past performance should be authenticated by the by the person authorized to sign the tender on behalf of the bidder.

5) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants in India.

6) Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number

.....  
[to be inserted by the office inviting tender as applicable to specific tender]

Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria.  
Non-submission or incomplete submission of documents may lead to rejection of offer.



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## Section X: Tender Form

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**Date:**

To,  
India Government Mint, Kolkata  
A Unit of Security Printing & Minting  
Corporation of India Limited  
(Wholly Owned by Govt. of India)  
Kolkata

Ref: Your Tender document No.6000017868 / dated 29.03.2023

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 up to....., 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 up to 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 ;V 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; its 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.

.....  
**(Signature with date)**

.....  
**(Name and designation)**  
Duly authorized to sign tender for and on behalf of

.....

.....



## Section XI: Price Schedule

Date.....

To

The Chief General Manager (Training Centre & Museum),  
India Govt. Mint( A Unit Of SPMCIL)  
Alipore, Kolkata,  
WEST BENGAL -700053

Ref: Your Tender document No. 6000017868/CIVIL dated 29.03.2023

Sir,

With reference to above tender for 'Engineering, Procurement and Construction Management (EPCM) services for the work of Planning, Designing & Construction Supervision for setting up of a State of Art World Class Training Institute for SPMCIL at India Government Mint, Kolkata, the Financial Bid for the assignment proposed by India Government Mint, Kolkata ,SPMCIL is as follows:

SN	Description	Rate to be quoted in terms of % of estimated cost of Rs.36.45 Crores for the complete job excluding GST*
1	As per scope of services defined for Engineering, Procurement and Construction Management (EPCM) firm amongst the Central Government Public Sector Undertakings for the work of Planning, Designing, Construction & Supervision for setting up of a State of Art World Class Training Institute for SPMCIL in the campus of residential colony of India Government Mint, Alipore, Kolkata on Lump Sum basis.	(In figures) .....% (above/ below)  (In words) .....  .....percent (above/ below)

**NOTE: \* - The job shall be awarded to the bidder quoting least cost (in terms of % of estimated cost of Rs.36.45 Crores) which shall be paid as % of estimated cost of Rs.36.45 crore or actual project cost whichever is lower.**

a) The EPCM firm shall quote charges in lump sum and all-inclusive for the complete scope of work as defined under scope of work in Section VII: Technical Specification & as per the stipulate time schedule as defined under Required Delivery schedule in Section VI: List of requirements of this tender document..

b) The EPCM firm shall quote the price for the complete scope of work and within the stipulated time period in terms of percentage (say 'X' %) of the estimated cost of **Rs.36.45** Crore only.

c) India Govt. Mint, Kolkata ,SPMCIL shall reimburse all expenditure related to obtaining statutory clearances/permissions/certificates/insurance etc. for the project as per actual/payment receipts from the concerned authorities.



d) The price quoted shall be a fixed price for the complete contract period which shall be excluding GST. Further, GST shall be payable on actual basis as applicable on submission of documentary evidence. TDS and other statutory deductions shall be applicable as per the laws.

e) The payment breakup of price quoted by the EPCM firm for the complete scope of work and within the stipulated time period in terms of percentage (say 'X' %) of the estimated cost of **Rs.36.45** Crore or actual project cost whichever is lower shall be paid on achieving the milestones as tabulated under Payment Schedule under Section VI: List of requirements of this tender document.

f) Please mention SAC number & GST no (enclose the relevant document).

g) The lump sum price quoted by the firm is inclusive of Consultancy charges, Third Party Quality Assurance firm, Cost of travel of the personnel to the locations for carrying out the projects, Liaisoning with various authorities, Construction Supervision cost, Soil Testing, Reporting cost/any other activity associated with the assignment etc.

**NOTE :**

1. Bidder to furnish stipulated documents along with tender in support of fulfillment of tender criteria. Further correspondence in this regard will not be entertained for any reason. Non-submission or incomplete submission of documents may lead to rejection of offer.

2. L1 firm will be declared from valid offers only those who submitted offer as per specification & as per all terms & condition of the tender. If there is any deviation in specification & if the offer is not found as per terms & condition of the tender, their offer will be treated as invalid/unresponsive offer.

.....  
Signature of the bidder with name, designation and seal



## Section XII: Vendor Details

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

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

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

### 1. Vendor/ Contractor particulars:

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

### 2. Taxation Details:

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

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

.....

(Signature with date)

.....

.....

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





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## Section XIV: Manufacturer's Authorization FORM

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To,  
India Government Mint, Kolkata  
A Unit of Security Printing & Minting  
Corporation of India Limited  
(Wholly Owned by Govt. of India)  
Kolkata

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  
..... here by authorize Messrs..... (name and address of the agent) to  
submit a

tender, process the same further and enter into a contract with you against your requirement as contained in the above  
referred tender enquiry documents for the above goods manufactured by us.

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

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

Yours faithfully,

.....

.....

[Signature with date, name and designation]

for and on behalf of Messrs.....

[Name & address of the manufacturers]

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



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## Section XV: Bank Guarantee Form for Performance Security

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

Ref .....

Date .....

Bank Guarantee No #####.

To,  
**(Insert Name & Address of the Purchaser)**

Dear Sir,

1. Against contract vide Notification for Award of the Tender No ..... dated ..... covering supply of ..... (herein after called the #contract#) entered into between the #####(insert name of Purchaser) (herein after called as the Purchaser) and M/s. ...., .....(here in after 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.

.....  
(Signature with date of the authorized officer of the Bank)

.....

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

.....  
Name and designation of the officer

.....

.....  
Seal name& address of the Bank and address of the Branch



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## Section XVI: Contract Form

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Contract No.....dated.....

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

1. Name & address of the Supplier: .....

2. SPMCIL's Tender document No..... dated.....and subsequent Amendment No..... dated..... (If any), issued by SPMCIL

3. Supplier's Tender No..... dated.....and subsequent communication(s) No..... dated..... (If any), exchanged between the supplier and SPMCIL in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorization Form (if applicable for this tender);
- (ix) SPMCIL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 0 of Section - V - 'General Conditions of Contract' of SPMCIL's Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:
- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
  - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
  - (b) Designation and address of SPMCIL's inspecting officer
- (v) Destination and dispatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

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

For and on behalf of.....

Received and accepted this contract.....

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

For and on behalf of

.....



(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:



## **Section XVII: Letter of authority for attending a Pre-bid Conference/ Bid opening**

(REFER to Clause 24.2 of GIT)

The Chief General Manager,  
India Government Mint, Kolkata.

Subject: Authorization for attending Pre-bid conference/bid opening on in the Tender of \_\_\_\_\_  
dt. \_\_\_\_\_

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

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
I.		
II.		
Alternate representative		
Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.		

### **Note:**

1. Maximum of two representatives will be permitted to attend pre-bid conference/ bid opening. In cases where it is restricted to one, first named representative will be allowed to attend. Alternate representative will be permitted when regular representatives are not able to attend.
2. In case of pre-bid conference, self-attested copy of proof of purchase of Bid documents, in the name of the bidder must be enclosed with this authorization, without which entry would be refused. Bid documents would be available for sale at the site also.
3. Permission for entry to the hall where even is held may be refused in case authorization as prescribed above is not produced.



## Section XVIII: Proforma of Bills for Payments

(Refer to 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	No.or qty.	Rate P.	Rs.	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.

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



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## Section XX: Integrity Pact

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(Ref Para 44.3 of GIT)  
(To be signed on Plain Paper)

(To be signed on Plain Paper)

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

### **BETWEEN**

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

### **AND**

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

### **PREAMBLE**

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

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

### **Section 1 - Commitments of the 'The Principal'**

(1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

### **Section 2 - Commitments of the 'Bidder /Contractor'**

(1) The 'Bidder/Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The 'Bidder/Contractor' will not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind



whatsoever during the tender process or during the execution of the contract.

b. The 'Bidder/Contractor' will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The 'Bidder/Contractor' will not commit any offence under the relevant IPC/PC Act; further the 'Bidder/ Contractor' will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Bidder/Contractor' of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder/Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/Contractor. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annex to this agreement.

e. The 'Bidder/Contractor' will, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The 'Bidder/Contractor' will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the 'Bidder/Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



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

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

## **Section 8 - Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman and Managing Director of SPMCIL.

(3) The Bidder (s)/Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor (s)/Sub-contractor (s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman and Managing Director of SPMCIL and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor will submit a written report to the Chairman and Managing Director of SPMCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman and Managing Director of SPMCIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director of SPMCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

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

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



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## Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

<b>For and On behalf of the Principal</b>	<b>For and On behalf of 'Bidder/ Contractor</b>
(Name of the Officer and Designation) (Office Seal)	(Name of the Officer and Designation) (Office Seal)

Place: .....

Date: .....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

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## Annex to Integrity Pact

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### Guidelines for Indian Agents of Foreign Suppliers

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THREE BID, THREE STAGE (THREE PACKETS) TENDER BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION :****A. Part I : (Pre-Qualification Bid cover)**

<b>Sl. No.</b>	<b>Tender Submission Check Points</b>	<b>Check before submission Tick (v)</b>
1	Documentary evidence for Power of Attorney/authorization certificate with the seal of the company of person signing the tender documents	
2	Submit the documents as per Qualification / Eligibility criteria - Section IX	
3	Offer is valid for acceptance up to minimum <b>180 days</b> duly filled in Section X : Tender Form	
4	Section X : Tender Form and Section XII : Questionnaire duly filled, sealed & signed	
5	Documentary evidence towards PAN & GST Registration Certificate	
6	Duly sealed and signed Integrity Pact	

**B. Part II : (Techno-Commercial Bid cover)**

<b>Sl. No.</b>	<b>Tender Submission Check Points</b>	<b>Check before submission Tick (v)</b>
1	Technical Specification - Section VII as per tender	
2	Entire Tender Document Duly Seal & Signed on every page	
3	Download 45 pages from the link mentioned in Section II : GIT and submit with duly sealed and signed	
4	Download 29 pages from the link mentioned in Section IV : GCC and submit with duly sealed and signed	
5	Delivery Period : Acceptance of delivery period as per Section V : SCC of Tender Document.	

**C. Part III : (Price Bid Cover)**

<b>Sl. No.</b>	<b>Description</b>	<b>Submitted/ Not Submitted</b>
1	Price Bid as per Section XI	

- **Price to be mentioned only in “price bid” not in “Techno commercial bid” or any other place. If it is mentioned any other part other than price bid, the offer will be rejected.**