

INDIA SECURITY PRESS

(A Unit of Security Printing and Minting Corporation of India Limited)
Wholly owned by Government of India
Nashik Road - 422 101 (Maharashtra)

Tel No 00 91 253 2402200
Fax No 00 91 253 2462718
E-mail: purchase.isp@spmcil.com
Website: <https://ispnasik.spmcil.com>

Tender SR. No. 54/2016-17

Date: 01.06.2016

Not Transferable

*Security Classification: **Security Item***

TENDER DOCUMENT FOR PROCUREMENT OF 15 MILLIONS OF ICAO COMPLAINT ELECTRONIC CONTACTLESS INLAYS ALONG WITH ITS OPERATING SYSTEM (IN 2 UPS) REQUIRED FOR MANUFACTURE OF INDIAN E-PASSPORTS.

This Tender Document Contains 90 Pages.

Tender Documents is sold to:

To,

Address:

Details of Contact person in SPMCIL regarding this tender:

Name, Designation: S.K. Gavaskar, Deputy Manager (Materials) I/c

Address: India Security Press,

Phone: + 91 253-2402219/2435/2321

Nashik Road-422 101

Fax : + 91 253-2462718

Maharashtra

E-mail: purchase.isp@spmcil.com

India

Note: The word “SPMCIL” in this SBD hereinafter is referred to as “India Security Press, a unit of SPMCIL.”

Section I: Notice Inviting Tender (NIT)

INDIA SECURITY PRESS
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Tel No 00 91 253 2402200
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E-mail: purchase.isp@spmcil.com

Tender Sr. No. 54/2016-17

Date: 01.06.2016

1. Sealed tenders are invited from PQB qualified and security cleared bidders for supply of following goods and services:

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money (in Rs/Euro/ USD)	Remarks
1	ICAO complaint electronic contactless inlays along with its operating system (in 2 Ups) required for manufacture of Indian e-passports.	15 million	Rs 6,80,00,000 or Euro 961000 or USD 1018000	PQB qualified and Security Cleared firms Only

Type of Tender (Two Bid/ PQB/ EOI/ RC/Development/ Indigenization/ Disposal of Scrap/ Security Item etc)	Two bid (Techno-Commercial and Price bid) sent to the PQB qualified & Security Cleared firms only against PQB No.072/2014 dated 18.07.2014
Dates of sale of tender documents	From 01.06.2016 to 11.08.2016 during office hours
Price of the Tender Document	Nil (Already collected along with PQB)
Place of sale of tender documents	Purchase section, India Security Press, Nashik Road-422 101 Maharashtra, India.
Closing date and time for receipt of tenders	12.08.2016 at 14:30 Hours
Place of receipt of tenders	Green Gate, India Security Press, Nashik Road-422 101, Maharashtra, India.
Time and date of opening of tenders	At 15:00 Hours on 12.08.2016
Place of opening of tenders	Purchase Section, India Security Press, Nashik Road-422 101, Maharashtra, India.
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.21.1 of GIT)	Manager(HR), India Security Press, Nashik Road-422 101, Maharashtra, India.

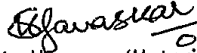
2. The PQB Qualified Bidder may obtain further information about this requirement from the above office about the documents. They may also visit our website "https://ispnasik.spmcil.com" for further details.

3. Tenderers shall ensure that their tenders, duly sealed and signed on each page by authorized signatory, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the para 1 above, failing which the tenders will be treated as late and rejected.

4. The bidders are required to submit all essential documents as per the tender along with the bid, failing which the bids shall be evaluated and decided on the basis of the documents available with the bid only. Further correspondence in this regards will not be entertained.

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

6. The tender documents are not transferable.


01/06/2016
Deputy Manager (Materials)/I/c
For General Manager
India Security Press,
Nashik Road.
Phone No 0253 2402219

Address for dropping the tender documents

Green Gate,
India Security Press,
Nashik Road-422 101,
Maharashtra,
India.

Section II: GENERAL INSTRUCTIONS TO TENDERERS (GIT)

As per attached Annexure-A

Section III: Special Instructions to Tenderers (SIT)

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

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

SI No	GIT Clause No	Topic	SIT Provision
1	3	Eligible Tenderers	SIT 1 (Mentioned below)
2	8	Pre-bid Conference	SIT 2 (Mentioned below)
3	11.2	Tender currencies	SIT 3 (Mentioned below)
4	12.11	Applicability of Octroi and Local Taxes	SIT 4 (Mentioned below)
5	14.2 to 14.7	Firm price /variable price	SIT 5 (Mentioned below)
6	18.1	Earnest Money Deposit	SIT 6 (Mentioned below)
7	19	Tender validity	SIT 7 (Mentioned below)
8	20.4	Number of copies of tenders to be submitted	SIT 8 (Mentioned below)
9	20.8	Submission of tender	SIT 9 (Mentioned below)
10	20.9	E-Procurement	Not contemplated
11	24.4	Opening of Tender	SIT 10 (Mentioned below)
12	34	Evaluation of tender Price bid evaluation	SIT 11 (Mentioned below)
13	35.2	Additional factors for Evaluation of offers	Not Applicable
14	43	Parallel contracts	SIT 12 (Mentioned below)
15	50	Tender for rate contracts	Not applicable
16	51	Pre -Qualification Bidding	Not applicable
17	52	Tenders involving purchaser's and pre-production sample	SIT 13 (Mentioned below) in addition to GIT clause 52.
18	53	EOI Tenders	Not applicable
19	54	Tenders for disposal of scrap	Not applicable
20	55	Development and indigenization tenders	Not applicable
21		Correction in GIT	SIT 14 (Mentioned below)

SIT 1 : This invitation for tenders is limited to the PQB qualified and security cleared bidders against ISP Global PQB No.072/2014 dated 18.07.2014

SIT 2 : Pre-bid conference: The pre-bid conference will be held on 11.07.2016 at 11.00 hrs IST. The prospective bidders interested to participate in this tender are requested to attend the pre-bid conference at India Security Press, Nashik. The queries for Pre-bid conference if any, shall reach to GM, ISP, Nashik on or before 27.06.2016 in writing by Fax/mail.

SIT 3 : The bidders shall submit their offers in Indian Rupees/Euro/USD only.

SIT 4 : The applicable LBT/ local taxes at Nashik Municipal Corporation shall be borne by the purchaser as per applicable rules.

SIT 5 : The bidders have to quote firm price and for the entire tendered quantity.

SIT 6 : If the EMD submitted in the form of BG from foreign bank by the foreign bidder, the same should be countersigned by Indian Scheduled Commercial Bank. The EMD shall be valid for a period of 6 months beyond tender Validity (365 + 180 = 545 days) i.e. should be **valid upto 14/01/2018**. Any short validity, the tender shall be treated as unresponsive. The EMD should be in the currency of INR/EURO/ USD only.

After opening the price bids, if the bidder fails to submit the documentary proof of acknowledgement of CC application within 30 calendar days, then the submitted offer will be treated as cancelled and the EMD will be forfeited.

SIT 7 : The tenders shall remain valid for acceptance for a period of 365 days after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

(i) In exceptional cases, the tenderers may be requested by ISP Nashik to extend the validity of their tenders upto a specified period. Such request(s) and response thereto shall be conveyed by surface mail or by fax/ e-mail followed by surface mail. The tenderers who agree to extend the tender validity, have to extend the same without any change or modification of their original tender and they are also to extend its validity period of the EMD accordingly. If tenderer, does not agree to extend its tender validity their EMD will not be forfeited.

(ii) In case, the day on which the tender is valid falls on/ subsequently declared a holiday or closed day for ISP, Nashik, the tender validity will be automatically extended upto the next working day.

SIT 8 : Tenderer shall submit their tender in **“Original”** only

SIT 9 : Techno-commercial bid and the Price Bid are to be submitted in Two Separate double sealed Envelopes and these two envelopes should be kept in single envelope and submit on or before the due date of the submission of the tender as stated below otherwise tender/ bid / quotation shall be liable for rejection.

Part -I: Techno-Commercial bid (First Envelope)

- (i) Earnest Money Deposit of Rs.6,80,00,000/- or USD 1018000 or Euro 961000
- (ii) Power of Attorney/ Authorisation with the seal of company indicating that authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract. The power of Attorney for signing the tender and contract shall be given by the authority not below the Director of the firm.
- (iii) The tenderer shall submit detailed techno-commercial offer as per Technical Specifications as per Section-VII and List of Requirements as per Section-VI of the tender document.
- (iv) The tender has to be submitted duly sealed and signed on all pages by authorized signatory of the tenderer as a token of acceptance of all section/ terms and conditions of this tender document (GIT, SIT, GCC & SCC, Quality Control Requirement, List of Requirement, Technical Specification, Tender form, Questionnaire, etc.)
- (v) *A copy of price bid proforma shall be submitted along with Techno-commercial Bid leaving blank the price portion (i.e. showing the unit, currency and total price of the material offered as XXXX) so as to ensure and indicate the goods being offered are as per the price bid format. It may be noted that the price is NOT to be quoted with the Techno-commercial Bid otherwise the tender shall be liable for rejection.*

Part-II: Price Bid (Second Envelope)

The tenderer shall quote their prices strictly as per the proforma given in Section-XI of the Tender document. No additional/ extra item with price shall be included other than that of **Section XI**.

NOTE:-

- i. The envelopes containing bids shall be superscribed as Techno-commercial Bid and Price Bid separately for “Procurement of ICAO Complaint Electronic Contactless Inlays along with its operating system”. The sealed envelope shall be again put in another envelope and superscribed as tender for “Procurement of ICAO Complaint Electronic Contactless Inlays along with its operating system” due on 12/08/2016 upto 14.30 Hours (IST).
- ii. If the tender is not submitted as per above format, offer/ bid/ tender will be liable for rejection.
- iii. Late Tender shall not be accepted. Tenderer shall submit their offer only on prescribed form. Tenders by fax/ email shall not be accepted. Tender by Post/ hand/ courier received on or before the due date and time shall be accepted. Postal delay/ delay by courier services etc. shall not be condoned, what so ever reason may be.

SIT 10 : The Techno-commercial bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated with reference to the parameters prescribed in the tender document by the competent committee/ authority. Subsequently, in the 2nd stage, the financial bids of only the technically qualified bidders shall be opened for further scrutiny and evaluation. Intimation regarding opening of financial bids shall be given to qualified tenderers to enable them to attend the financial bid opening, if they so desire.

SIT 11 : Price bid evaluation:

- 1) The tenderers will be required to quote their offer on FOB basis as per price schedule - Section XI - Table.
- 2) However, the price comparison of offers shall be done on **FOR, ISP Nashik basis** is as under:

The FOB price will be multiplied by the exchange rate between Indian Rupees and the quoted Foreign Currency, prevailing as on the date of opening of the price bid. The applicable exchange rate will be “BC selling rate” of State Bank of India.

In order to arrive the CIF value, the value of Sea Transport charges from the port of shipment of the bidder upto the destination port (Mumbai, India) and Insurance @0.05% on FOB value will be added to FOB Value. So arrived CIF value will be then added with customs duty applicable as on the date of opening of the price bid. However, the present rate of applicable customs duty is 29.44%. On the above value 0.25% will be again added towards port clearance and forwarding and inland freight charges upto the ISP, Nashik.

The value so arrived will be total landed cost on FOR ISP basis for evaluation of offer arriving the L1 bidder.

Note: The sea freight charges from the respective port of shipment will be obtained from Balmer and Lawrie Co. Ltd., Mumbai (A Govt. of India Enterprises) and authorized clearing agent of ISP.

- 3) The tender received and accepted will be evaluated to ascertain the best and lowest evaluated tender in the interest of the purchaser for supply.

SIT 12 : Parallel Contract: The purchaser reserves the right to place parallel contracts on maximum of three firms, without any prejudice to the capacity of the L1 bidder, as given below:

(i) The rate quoted by L1 bidder will be counter offered to L2, L3 bidders and if agreed orders shall be placed at a ratio L1:L2:L3 = 50:30:20 of the total tendered quantity. Non acceptance of Counter offer by L2 and or L3 bidder, the same shall be counter offered to L4 and so on at the sole discretion of the purchaser.

(ii) If in any case, only one bidder accepts to match the rates of L1 bidder, then the orders shall be placed at a ratio 70:30 among the two bidders at the sole discretion of the purchaser.

(iii) However, purchaser also reserves the right to place purchase order for the 100% tendered quantity on the lowest qualified bidder in case any of the L2, L3 does not accept L1 rates.

(iv) In case, out of the three bidders i.e. L1, L2 and L3, If one bidder fails to supply, that quantity will be equally distributed amongst the remaining two. In case, out of these 3 bidders, 2 fail, the quantities of those 2 bidders will be awarded to the remaining successful bidder. In case, all of the three bidders failed in producing the CC or failed in the tests of ISP and/or MEA and/or NIC, a limited or emergency tender amongst remaining technically qualified and security cleared bidders will be called for continuity of the project.

(v) India Security Press, Nashik is floating a separate tender for procurement of 7.5 million ICAO Complaint Electronic Inlays along with its operating system in 2 ups from domestic manufacturer(s). In case the procurement cost offered against domestic tender is found lower, the successful firm(s) against this Global tender shall match the prices of domestic manufacturer for the balance quantity to be supplied by the successful supplier(s) on which the purchase order(s) placed. Otherwise ISP is free to pre-close (short close) the Purchase Order by giving four months notice subject to domestic bidder(s) meeting the quality standards as Per ICAO requirement and available capacity of the domestic bidder(s) for meeting the requirement of Inlays.

SIT 13 : Testing of Inlays for Pre-Production Sample:

The preproduction sample will be subjected to 100% testing for their functionality after receipt. Part of the Pre-Production Sample of Inlays will be assembled as e-Passport such e-Passport will be tested for various parameters as per ICAO Physical as well as temperature test as per requirements of e-Passport.

Any failure of the Inlay/ Passport (assembled with Pre-Production Sample Inlays) which is attributable to Inlays will call for cancellation of Lol and forfeiture of Security Deposit. No further sample will be accepted for testing. Testing of Inlays will be done at ISP and / or NIC and/ or MEA or any other **third party laboratories**.

SIT 14 : Corrections in GIT Clauses:

GIT CLAUSE	WRITTEN AS IN GIT	CORRECTED AS IN SIT
21.1	In 3 rd line of procurement manual the words “para 11 of NIT”	“Para 1 of NIT”
21.1	In 6 th line of procurement manual the words “Clause 11 of NIT”	“Clause 1 of NIT”
24.1	In 2 nd line of procurement manual the words” Clause 11 of NIT”	“Clause 1 of NIT”
18.4	In third line of last para of procurement manual the words “Clause 33 of NIT”	“Clause 3 of NIT”
10.1	10.1(a) second line “clause no.19.19”	“Clause 19.4 of GIT”

Section IV: GENERAL CONDITION OF CONTRACT (GCC)

As per attached Annexure-B

Section V: Special Conditions of Contract (SCC)

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

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

Sr No	GCC Clause No.	Topic	SCC Provision: supplement with following
1	6.1	Performance Bond/ Security	SCC 1 (Mentioned below)
2	9	Inspection and Quality Control	SCC 2 (Mentioned below)
3	16.2, 16.4	Warranty Clause	SCC 3 (Mentioned below)
4	19.3	Option clause	SCC 4 (Mentioned below)
5	21.2	Taxes and duties	SCC 5 (Mentioned below)
6	22,22.1,22.2 22.3,22.4, 22.6	Terms and mode of payment	SCC 6 (Mentioned below)
7	25	Custody and Return of SPMCIL materials / equipment / documents loaned to contractor	Not applicable
8	29	Termination for Convenience	SCC 7 (Mentioned below)
9	36	Disposal/ Sale of scrap by tender	Not applicable

SCC 1 : Security Deposit:

Security Deposit: After opening and evaluation of the price bids L2 and L3 bidders will be asked to match the L1 price. After matching the L1 price by L2 and L3 bidders; L1, L2 and L3 bidders shall furnish Performance security for an amount equal to ten per cent of the **respective** contract value to ISP/SPMCIL within 21 days from the date of issue of Letter of Intent and which should be valid for a period of **five (5)** years from the date of Letter of Intent.

SCC 2 : At the discretion of ISP/SPMCIL, authorized official(s) will carry out Pre-shipment inspection at manufacture's site. All expenses towards the air travel, boarding, lodging, miscellaneous expenditure and daily allowances shall be borne by the purchaser. If the purchaser is not able to depute its representative; purchaser shall issue specific authorization to the supplier to dispatch the said consignment with inspection waiver certificate based on the test certificate issued by the manufacturer.

The supplier shall provide the inspection call at least 30 days in advance.

SCC 3 : The successful bidders shall also give an undertaking and provide certification that the inlays shall retain all properties and comply functions/ performance after incorporation of inlay into the passport till entire circulation life of Passports or for a period of twelve years, whichever is later.

SCC 4 : The purchaser reserves the right to increase the ordered quantity by 25% under option clause at any time, before final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of delivery period.

SCC 5 : If the tenderer fails to include taxes and duties in the tender, no claim thereof will be considered by purchaser afterwards. The applicable Local Body Tax at Nashik shall be borne by the Purchaser as per rules.

SCC 6 : 100% of FOB value of contract will be paid through irrevocable letter of credit to be opened by Purchaser through Purchaser's Bank in favour of SELLER. Such letter of Credit shall cover total value of each shipment subject to total FOB value of the contract.

(a) Payment of 80% of FOB value of contract will be arranged on receipt of following documents after shipment /dispatch.

- (i) Original Invoice in Quadruplicate, duly signed by supplier.
- (ii) 4 copies of packing list.
- (iii) 2 copies of certificate of country of origin issued by chamber of commerce.
- (iv) Inspection certificate. If inspection has been waived, then quality test certificate of the manufacturer along with the Inspection Waiver Certificate.
- (v) 2 copies of manufacturer's test certificate.
- (vi) 4 copies of clean Bill of Lading /Airway bill issued by authorized agency by the purchaser.
- (vii) Certificate from the supplier confirming that the documents for shipment of the material have been sent /dispatched to all concerned in accordance with the stipulation in the contract.
- (viii) Catalogue, technical write up/literature, if any, for customs clearance purpose.
- (ix) Certificate of No Agency Commission payable to any Indian agent involved in this transaction.

(b) Balance 20% of FOB value of contract will be released on receipt of goods and issue of Final Acceptance Certificate by India Security Press, Nashik.

(c) Bank charges:

(i) All bank charges for opening of letter of credit in respect of Purchaser's Bankers shall be borne by PURCHASER and those charged by SELLER's bankers shall be borne by the SELLER.

(ii) The charges of extension of Letter of Credit or any confirmation if attributable to SELLER shall be paid by SELLER and not by the PURCHASER.

(iii) The negotiating bank of the SELLER should give 5 clear working days (in India) notice to the Letter of Credit opening bank and the PURCHASER regarding the value and date of payment.

SCC 7 : If there is any change in policy of the Government of India, Purchaser reserves the right to foreclose the order/s placed at any point of time by giving reasonable time of 4 months period in advance.

Section VI: List of Requirements

Sl. No	Brief description of goods and services (Related Specifications etc are in Section-VII)	Accounting Unit	Quantity	Amount of Earnest Money
1	ICAO Complaint Electronic Contactless Inlays along with its operating system (in 2 Up)	Nos	15 Million	Rs 6,80,00,000 or Euro 961000 or USD 1018000

1. Required terms of Delivery:

(a) Required Delivery Schedule : (i) *The successful firms shall supply 1000 Inlays each as pre-production sample as per technical specification within three months after issue of LOI.*

(ii) *First supply of Two million pieces to be made within 45 days after placement of Purchase Order and subsequent supplies of two million to be made every 45 days.*

Each of the above delivery shall be proportionally placed on L1, L2 & L3 in the ratios of 50:30:20, if the order is placed on three bidders under parallel contract provision.

Detailed Delivery schedule with the final dates of delivery shall be provided in the Purchase Order which shall be placed on the supplier after receipt of CC Certificate.

(b) Required Terms of Delivery : FOB Port of Shipment

(c) Destination Port : JNPT, Mumbai

(c) Destination : India Security Press,
Nashik Road-422 101.
Maharashtra, India

(d) Preferred mode of transportation : By sea (FOB Basis)
If required, partial consignment through Air, at the cost of the Purchaser.

(e) The bidder shall clearly mention the shipment quantity/ weight of inlays to be supplied in 20 feet container along with number of inlays weighing for 1 Kg.

2. Foreign nationals desirous of attending tender opening should forward their bio-data/ passport, visa details along with the bids.

3 (a) The bidders are required to quote price bid on FOB basis. The offers will be evaluated on FOR, ISP Nashik to arrive L1 bid.

(b) Incomplete or conditional offers will be treated as unresponsive and will be summarily rejected.

4. All the copies of tenders shall be complete in all respects with all their attachments/ enclosures duly numbered signed and stamped on each and every page.

5. The total cost inclusive of all elements as cited above on FOB basis should be indicated clearly both in words and figures in the price bid.

6. Price bid should be submitted as per section XI of this tender document. All the elements of Price schedule i.e. FOB Price shall be clearly filled by the bidder. Incomplete offers are liable for rejection. Rate quoted should be on firm price basis. Vague offers like duties as applicable shall not be considered.

7. This being raw material manufactured as per ISP specification and used for manufacturing of security products, the manufacturer/ supplier will submit an undertaking while submitting the tender that this product is exclusive item of India Security Press and will not be sold/ supplied/ shared to any other person/ organization/company. The manufacturer/ supplier will also submit details along with each consignment :

- (a) the total quantity manufactured
- (b) the quantity supplied to India Security Press
- (c) the waste generated in manufacturing process
- (d) the balance stock available with the manufacturer/ supplier

Failing to comply with above is liable for cancellation/ termination of contract or forfeiting of Security Deposit or blacklisting or all the three at the discretion of purchaser. These details are required to be submitted to ISP along with each consignment and made available demanded as when required during the tendency of the contract.

8. If the material is found unsuitable, then the same will be rejected and will not be returned to supplier and disposed off at ISP.

The rejected quantity of material shall be supplied at free of cost on FOR- ISP basis. i.e. the applicable taxes on replacement of material shall be borne by the supplier only.

The rejected quantity of material shall be supplied along with very next delivery after receipt of intimation from ISP.

9. The waste generated “at factory premises” should be disposed off within the manufacturing unit and the records be shown to ISP representative during pre-despatch inspection or as and when demanded.

10. RISK PURCHASE:

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

- (i) Forfeiture of the EMD and

(ii) Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier along with other incidental charges, including excise duty, taxes, insurance, freight etc.

(b) For all the purpose the Notification of award of contract/ Letter of Intent will be considered acceptance of tender and formal contract pending signing of agreement. 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.

12. Check List for submission of the documents.

Sr.No	Description	Submitted / Not Submitted	Page No.
1	EMD		
2	Power of Attorney of the Authorized Signatory duly Authorized by a person not below the Director level of the bidder firm for signing this Tender document and Order.		
3	Detailed Technical Offer on the firm's letter head accepting the technical specification as per Section VII.		
4	Acceptance to the Delivery Schedule as per Section VI on the firm's letter head.		
5	Acceptance to the Quality Control Requirement as per Section VIII on the firm's letter head.		
6	All pages of the tender documents (including GIT, GCC, SIT, SCC, List of requirements, Technical specification, quality requirements, etc) duly sign and stamp by the Authorized signatory of the bidder.		
7	Undertaking as per Section VII: Quality Control Requirement		
8	Declaration/ undertakings as per Section IX: Qualification/ Eligibility Criteria		
9	Information in the prescribed proforma as per Annexure-I of Tender document along with required certificates		

13. No correspondence beyond bid due date will be made for shortfall of submission of any kind of document. Such offers received with shortfall documents will be summarily rejected.

Section VII: Technical Specifications

Technical Specifications given to the PQB qualified and Security cleared bidders only.

Section VIII: Quality Control Requirements

1. ICAO COMPLIANT ELECTRONIC CONTACTLESS INLAY ALONG WITH ITS OPERATING SYSTEM IN 2 UPS FOR MANUFACTURE OF INDIAN E-PASSPORT shall conform to the technical specification as given in section VII.
2. Other requirement :
 - (a) The supplier should submit detailed Laboratory Test report of each consignment mentioning each of the given parameters and their test results.
 - (b) The defects, if any, found in the supplied lot, will be rejected and destroyed in ISP, whose cost will be borne by the supplier. **The rejected lot has to be replaced by the supplier with a good quality material at free of cost on FOR ISP basis.**
 - (c) In the question of Patent Rights, if any, the same should be dealt with by the supplier at his own risk and cost.
3. The material supplied by the successful bidder will be accepted on manufacturer's test certificate from its own laboratory or a laboratory of repute conforming to all parameters as per specification as stated above. The purchaser reserves the right to get the material supplied tested from in-house laboratory or any other laboratory of repute and in case the material is found not meeting the specification, then either the material may be replaced by the firm on free of cost on FOR ISP basis or the purchaser shall be entitled to cancel the contract, and if so desired, purchase or authorize purchase of the stores at the risk and cost of the contractor.
4. **An undertaking in this regard shall be submitted by the bidder.**

Section IX: Qualification/ Eligibility Criteria

(Already Qualification bid submitted by the firm)

The bidder has to submit the following undertakings

1. The product supplied by the bidders to India should be exclusive and a **separate product** should be offered to India which cannot be replicated by other countries.
2. The operations carried in Pakistan or China, if any will be firewalled from the contract/ operations with Government of India and no employee of the company who have previously worked in these two countries or posted in these two countries, in any capacity should be engaged for this project.
3. Undertaking that, they will submit the Common Criteria Certificate (CCC) within 10 months from the date of opening of the price bid as per Annexure - II.
4. Undertaking that they will submit the documentary proof of acceptance of CC application by accredited lab within 30 calendar days from the date of opening of financial bid as per Annexure - III.
5. The bidders are required to submit an undertaking that the product/Inlay (Hardware + Operating System) supplied by them are not hackable in any way throughout the warranty period as per Annexure - V.
6. If the entity is found indulging in acts inimical to India's national security, the licence/ tender/ contract is liable to be terminated.
7. There is no change in Directors/ Key personnel of the Organization as submitted in the PQB document No.072/2014 dated 18.07.2014

The bids are liable for rejection for Non submission of above declaration/ undertaking.

At a later stage if the bidder is found guilty during the currency of tender and contract period, suitable action will be initiated by purchaser including blacklisting.

Purchaser may visit the bidder's manufacturing facilities at any time during the currency of tender and contract for verification, if required.

SECTION X: TENDER FORM

To

INDIA SECURITY PRESS
(A Unit of Security Printing and Minting
Corporation of India Limited)
Wholly owned by Government of India
Nashik Road - 422 101 (Maharashtra)

(Complete address of SPMCIL)

Ref: Your Tender document No.dated

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated ----- (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (*description of goods and services*) in conformity with your above.

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

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

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

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

.....
(Signature with date)

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

.....
.....

SECTION XI: PRICE SCHEDULE

SUMMARY OF PRICE SCHEDULE: PRICE SHOULD BE QUOTED ON FOB BASIS in INR or US\$ or Euro only

Global Tender No: 54/2016-17

Date: 01.06.2016.

Sr No	Description	Accounting unit	Quantity offered	FOB price Per No	FOB Port of Shipment	FOB Total =3X4
1	2	3	4	5	6	
	ICAO Compliant Electronic Contactless Inlay along with its operating system in 2 Ups for manufacture of Indian e-passport	Nos	15000000			

Total FOB price in words.....

Offered currency.....

1. We confirm that there would not be any price escalation during the supply period.
2. We confirm that we will abide by all the tender terms and conditions and we do not have any counter conditions
3. Price bids with conditions/ counter conditions are liable to be rejected.
4. The price bid should be submitted only as per the above format. No row/ column shall be left blank. Please indicate NA, in case the row/ column is "Not Applicable". If the above format is not used, then the bid will be liable for rejection without assigning any reason.

(Name and Signature with date)

Office Seal/Stamp

Section XII: Questionnaire

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

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

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

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

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

4. Status:

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

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

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

.....
(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

Section XIII: Bank Guarantee Form for EMD

Whereas
(hereinafter called the "Tenderer") has submitted its quotation datedfor the supply of.....
(hereinafter called the "tender")
against SPMCIL's tender enquiry No.
Know all persons by these presents that we
of
..... (hereinafter called the "Bank")
having our registered office at
are bound unto
(hereinafter called the "SPMCIL")
in the sum of
for which payment will and truly to be made to the said SPMCIL, the Bank binds itself,
its successors and assigns by these presents.
Sealed with the Common Seal of the said Bank this.....day of 20.....

The conditions of this obligation are –

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by SPMCIL during the period of its validity:-
 - (a) fails or refuses to furnish the performance security for the due performance of the contract.
 - (b) fails or refuses to accept/ execute the contract.

We undertake to pay SPMCIL up to the above amount upon receipt of its first written demand, without SPMCIL having to substantiate its demand, provided that in its demand SPMCIL will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

.....

..... Name and designation of the officer

.....

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

Section XIV: Manufacturer's Authorization Form

(N.A.)

Section XV: Bank Guarantee Form for Performance Security

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

Beneficiary: _____ [insert: Name and Address of SPMCIL]

Date: _____

PERFORMANCE GUARANTEE No.: _____

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay SPMCIL up to the above amount upon receipt of its first written demand, without SPMCIL having to substantiate its demand.

This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

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

.....

Name and designation of the officer

.....

.....

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

Section XVI: Contract Form

(Address of SPMCIL's office issuing the contract)

Contract No----- dated -----

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

1. Name & address of the Supplier -----
2. 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----(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 in its tender;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorization Form (if applicable for this tender)
 - (ix) SPMCIL's Notification of Award

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

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

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

Any other additional services (if applicable) and cost thereof:

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

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of SPMCIL's inspecting officer

(v) Destination and despatch 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 Bid Opening

(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

Subject: Authorization for attending bid opening on _____ (date)
_____.

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

preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signatures of bidder or Officer authorized to sign the bid		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

ANNEXURE-I

Sl No	Question	Answer (Yes or No) if yes, give details.
1	Whether your company has supplied a similar product to Pakistan and or in China?	
2	Whether your Company has any operations in Pakistan and or in China?	
2.1	If you have any operation with the above countries. Nature of Operation, details like year of operation, volume in terms of quantity and value, number of people involved.	
2.2	Whether it is joint venture or 100% ownership?	
3	If you have any operations with the above country, how you will firewall the operations from Government of India?	
3.1	Certified that any employee of the company who have previously worked in above countries or posted in above countries, in any capacity will not be engaged for this project.	
3.2	Exclusive raw material/ processes to be used for this product for supply to India.	

In addition to the above, you are also requested to submit a Certificate that this product is exclusive and design/ parameter/ specification for ICAO Compliant will be exclusive for India.

ANNEXURE-II

UNDERTAKING - I

We, M/s _____ hereby undertake that we will submit the Common Criteria Certificate (CCC) within 10 months from the date of opening of the price bid after intimation from India Security Press if our price is under zone of consideration failing which our offer will be treated as cancelled and security deposit can be forfeited.

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

.....

(Seal of the bidder)

Date:
Place:

ANNEXURE-III

UNDERTAKING - II

We, M/s_____hereby undertake that we will submit the documentary proof of acceptance of CC application by accredited lab within 30 calendar days from the date of opening of price bid, if our price is under zone of consideration failing which our offer will be treated as cancelled and Earnest Money Deposit can be forfeited.

For and on behalf of
(Name and address of the bidder)
.....

(Seal of the bidder)

Date:
Place:

Annexure - IV

Inlay sketch given to the PQB qualified and Security cleared firms only.

ANNEXURE-V

UNDERTAKING-III

We, M/s _____ hereby undertake that the composite product/Inlay (hardware + Operating System) supplied by us is hacking free and not hackable in anyway throughout the warranty period.

For and on behalf of
(Name and address of the bidder)
.....

(Seal of the bidder)

Date:
Place: