

### Bid Document

| Bid Details  |   |
|--|---|
| <b>Bid End Date/Time</b>   | 11-02-2023 11:00:00   |
| <b>Bid Opening Date/Time</b>   | 11-02-2023 11:30:00   |
| <b>Bid Offer Validity (From End Date)</b>                                    | 120 (Days)  |
| <b>Ministry/State Name</b>   | Ministry Of Finance   |
| <b>Department Name</b>   | Department Of Economic Affairs  |
| <b>Organisation Name</b>   | Security Printing And Minting Corporation Of India Limited (spmci)  |
| <b>Office Name</b>   | Janpath   |
| <b>Total Quantity</b>  | 30  |
| <b>Item Category</b>   | Torque_Guard_20H_Dia_15 , Torque_Guard_30L_Dia_17 , Torque_Guard_30L_Dia_20 , Torque_Guard_30L_Dia_22 , Torque_Guard_30L_Dia_25 , Torque_Guard_30H_Dia_17 , Torque_Guard_30H_Dia_22   |
| <b>BOQ Title</b>   | Procurement of Torque Guards for machine  |
| <b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>           | 11 Lakh (s)   |
| <b>Years of Past Experience Required for same/similar service</b>            | 1 Year (s)  |
| <b>MSE Exemption for Years Of Experience and Turnover</b>                    | Yes   |
| <b>Startup Exemption for Years Of Experience and Turnover</b>                | Yes   |
| <b>Document required from seller</b>   | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| <b>Past Performance</b>  | 40 %  |
| <b>Bid to RA enabled</b>   | No  |
| <b>Type of Bid</b>   | Two Packet Bid  |
| <b>Primary product category</b>  | Torque_Guard_30H_Dia_22   |
| <b>Time allowed for Technical Clarifications during technical evaluation</b> | 2 Days  |
| <b>Evaluation Method</b>   | Total value wise evaluation   |

#### EMD Detail

|               |               |
|---------------|---------------|
| Advisory Bank | Indusind bank |
| EMD Amount    | 52000         |

#### ePBG Detail

|                                     |               |
|-------------------------------------|---------------|
| Advisory Bank                       | Indusind bank |
| ePBG Percentage(%)                  | 3.00          |
| Duration of ePBG required (Months). | 17            |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### Beneficiary:

Chief General Manager  
Nashik  
(India Security Press)

#### Splitting

Bid splitting not applied.

#### MII Purchase Preference

|                         |     |
|-------------------------|-----|
| MII Purchase Preference | Yes |
|-------------------------|-----|

#### MSE Purchase Preference

|                         |     |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or

through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## **Torque\_Guard\_20H\_Dia\_15**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

|            |           |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

### **Technical Specifications**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address   | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1     | Biplab Basak                | 422101,India Security Press,<br>Nashik Road Nashik ,<br>Maharashtra | 5        | 60            |

**Torque\_Guard\_30L\_Dia\_17**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

|            |           |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

**Technical Specifications**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address   | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1     | Biplab Basak                | 422101,India Security Press,<br>Nashik Road Nashik ,<br>Maharashtra | 6        | 60            |

**Torque\_Guard\_30L\_Dia\_20**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

|            |           |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

**Technical Specifications**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address   | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1     | Biplab Basak                | 422101,India Security Press,<br>Nashik Road Nashik ,<br>Maharashtra | 4        | 60            |

**Torque\_Guard\_30L\_Dia\_22**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

|            |           |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

**Technical Specifications**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address   | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1     | Biplab Basak                | 422101,India Security Press,<br>Nashik Road Nashik ,<br>Maharashtra | 5        | 60            |

**Torque\_Guard\_30L\_Dia\_25**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

|            |           |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

**Technical Specifications**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address   | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1     | Biplab Basak                | 422101,India Security Press,<br>Nashik Road Nashik ,<br>Maharashtra | 6        | 60            |

**Torque\_Guard\_30H\_Dia\_17**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

|            |           |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

**Technical Specifications**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address   | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1     | Biplab Basak                | 422101,India Security Press,<br>Nashik Road Nashik ,<br>Maharashtra | 3        | 60            |

### Torque\_Guard\_30H\_Dia\_22

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

|            |           |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

### Technical Specifications

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address   | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 1     | Biplab Basak                | 422101,India Security Press,<br>Nashik Road Nashik ,<br>Maharashtra | 1        | 60            |

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1) The Bidder firm should meet following eligibility criteria to qualify in the Techno Commercial Bid:-
  - a) **Experience and Past Performance**:- The bidder (manufacturer or principle of authorised

representative-hereinafter referred simply as 'The Bidder') should have manufactured / supplied at least 12 Nos. of Torque Guards for machine in any one of the last five years ending on 31.03.2022.

**Note: The Experience and Past Experience Criteria is exempted for startups and Micro and Small Enterprises.**

b) **Capability:-** The bidder must have an annual capacity to manufacture / supply at least 12 Nos. of Torque Guards for machine.

c) **Financial Standing:-**

i. The Average annual financial turnover of the bidder during the last three years, ending on 31.03.2022 should be at least Rs. 10,40,000/- 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 or equivalent in relevant countries.

**Note: The Average Annual Turnover Criteria is exempted for Startups and Micro and Small Enterprises.**

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

iii. The net worth of the Bidder should not be negative on 31.03.2022 and should not have eroded by more than 30% in the last three years, ending on 31.03.2022.

**A) Authorized Representatives:** Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided: i) their principal manufacturer meets all the criteria above without exemption, and ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on '31.03.2022'.

**B) For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past. (This clause is not applicable for Security Items as notified by Government of India from time to time.)

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

2. Bidder must submit check list of below mentioned documents:-

| Sr. No. | Description | Submitted / Not Submitted |
|---------|-------------|---------------------------|
|---------|-------------|---------------------------|



|    |   |  |
|----|---|--|
| 1. | Earnest Money Deposit of Rs. 52,000   |  |
| 2. | Documentary evidence towards Experience and past performance criteria as per Clause No. 1 (a)   |  |
| 3. | Documentary evidence towards Capability as per Clause No. 1 (b)   |  |
| 4. | Documentary evidence towards Financial data i.e. CA Certified and Audited Balance Sheet and Profit & Loss Account statement duly authenticated by a Chartered Accountant / Cost Accountant in india of last three financial years i.e. 2019-20, 2020-21 & 2021-22 as per Clause No. 1 (c) |  |
| 5. | Compliance to buyer added Technical specifications with sealed and signed by authorized signatory   |  |
| 6. | M S E Certificate/Start up Certificate if claiming for exemption against Experience and turnover criteria only  |  |
| 7. | Compliance to all terms and conditions of bid documents   |  |

3. **Delivery Schedule:** - Within 60 days from the date of issue of Contract.

4. **Quantum of LD:-** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

5. **Payment Terms:** - Payment will be released within ten (10) days of issue of Consignee Receipt-cum Acceptance Certificate (CRAC) and submission of bills.

6. The bidder has to provide the undertaking that "We have read and accept all the terms & conditions of GIT & GCC of the tender document". Link to GIT & GCC are as follows:-

- (i) <https://spmCIL.com/uploaddocument/GIT/new.pdf>
- (ii) <https://spmCIL.com/uploaddocument/GCC/new.pdf>

7. **Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Bidders are required submit the appropriate undertaking in this regard. Salient features of this are:**

(i) Any bidder from a country which shares a land border with India (excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard.

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

(ii) In tenders for Turnkey contracts including works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

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

(iii) "Bidder" including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(iv) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

- a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

b) Explanation:

(1) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

(2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of Capital or profits of the partnership.

(3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and

any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

**3. Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of India Security Press, a unit of SPMCIL payable at Nashik.

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

**4. Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

**5. Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of India Security Press, a unit of SPMCIL payable at Nashik.

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

**6. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of India Security Press, a

unit of SPMCIL payable at Nashik. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of India Security Press, a unit of SPMCIL A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 8. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### 9. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 10. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**