



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3048065  
Dated/दिनांक : 07-02-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-02-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-02-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Economic Affairs
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmci)
Office Name/कार्यालय का नाम	Janpath
Item Category/मद केटेगरी	Customized AMC/CMC for Pre-owned Products - X Ray Baggage Inspection System; KritiScan 6040 of Vehant Technologies make; Comprehensive Maintenance Contract (CMC); Quarterly; Yes
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

**Bid Details/बिड विवरण**

Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	14514

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank	Indusind bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Chief General Manager  
Nashik Road, Nashik-422101  
(India Security Press)

**Splitting/विभाजन**

Bid splitting not applied.

**MII Compliance**

MII Compliance	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. 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.

#### **Additional Qualification/Data Required**

**Scope of Work:**[1674899341.pdf](#)

**Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:**[1674899354.pdf](#)

**Product/Equipment Details:**[1674899402.pdf](#)

**Customized AMC/CMC For Pre-owned Products - X Ray Baggage Inspection System; KritiScan 6040 Of Vehant Technologies Make; Comprehensive Maintenance Contract (CMC); Quarterly; Yes ( 3 )**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Product category	X Ray Baggage Inspection System
Product Brand	KritiScan 6040 of Vehant Technologies make
Type of service	Comprehensive Maintenance Contract (CMC)

Specification	Values
Preventive Maintenance Frequency	Quarterly
Manpower Required	Yes
<b>Addon(s)</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity of product/ equipment	Additional Requirement
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	3	<ul style="list-style-type: none"> <li>Number of months within the contract period for which service is required : 12</li> </ul>

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**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

**I. Special conditions of Contract (SCC):**

**(1) Transportation of Domestic Goods/ services:** The transportation of goods/services to be procured will be done by the supplier on FOR ISP Basis. The total cost of the transportation should also be indicated in the price bid of the item to be procured.

**(2) Insurance:** A specific insurance cover for each consignment / supply is to be given by the firm, as applicable.

**(3) Option Clause:** The Purchaser reserve the right to increase the ordered quantity in terms of period and amount by 25% at any time, till final delivery date of the contract, by giving reasonable notice even

though the quantity ordered initially has been supplied in full before the last date of the delivery period.

**(4) Taxes and Duties:** If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.

## **II. Delivery Schedule/ Service Visits**

(i) The firm's Engineer/ Technician have to visit on quarterly basis to carry out the routine maintenance/ service of the XBIS and have to submit their service report (minimum 2 visits in a quarter.)

(ii) Besides this quarterly visit, the firm has to send their Engineer/ Technician within 24 hours of the breakdown/ service call during the warranty period as many calls as required.

(iii) The defective spares replaced shall be the property of the firm.

(iv) The firm shall have to keep a stock of minimum essential spare parts in ISP to avoid delay in repairs.

(v) The firm shall have to confirm that they will have the stock of all essential spares in hand which are required during the period of CAMC.

(vi) The firm shall have to send escalation matrix for our reference in case the calls are not attended in time.

(vii) The firm shall have to confirm that they have required team of Engineers/technicians for attending XBIS.

### **General terms & Conditions:**

(i) The participating firm should have ISO certification for manufacturing and servicing of X-Ray Screening machines. The copy of the certificate shall be submitted along with their offer.

(ii) The firm is required to intimate the name of the person visiting for maintenance or repairs well in advance with details of the representative/(s) visiting, period of visit, time of visit along with his/their identity card.

(iii) If the XBIS is not attended within 24 hours of the breakdown/ service call, the proportionate amount of total number of delayed days will be deducted considering the total value of CAMC of the year(365 days).

(iv) The firm has to certify with quarterly Service report that, X-ray radiation & safety performance standard of the XBIS are well within the range and meeting its guidelines as per the standard of 'Atomic Energy Regulatory Board of India(AERB)'.

### III. Quality Control Requirements:

As per Technical Specifications

### IV. Qualification/ Eligibility Criteria:

**(1) Experience and past performance:** The Bidder should have experience of having successfully completed Comprehensive Annual Maintenance Contract (CAMC) of Computer Based X-Ray Baggage Inspection System (Hand Baggage) for the value at least Rs. 2,90,280/- 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.*

**(2) Capability, equipment and manufacturing facilities:** The Bidder firm must have the capability to provide the Comprehensive Annual Maintenance Contract (CAMC) of Computer Based X-Ray Baggage Inspection System (Hand Baggage)

#### **(3) Financial standing:**

(i) Average Annual financial Turnover of the Bidder during last three financial years i.e. 2019-2020, 2020-2021 and 2021-2022 should be at least **Rs. 3 lacs** as per annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.

*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 i.e. 2019-2020, 2020-2021 and 2021-2022.

(iii) The net worth of the bidder should not be negative as on 31.03.2022 and also should not have eroded by more than 30% in the last three years i.e., 2019-2020, 2020-2021 and 2021-2022.

**Note-***The criteria for **Capability, Equipment and Manufacturing facilities** as well as **financial loss and net worth under the financial standing eligibility criteria (above)** shall be **applicable** to all the bidder firms including **MSEs & Startups Firms**.*

**(4)** The bidder firm should submit declaration that the firm has not blacklisted/debarred by any Government agency/ Public Sector Unit/ Reputed Organisation.

**(5)** The bidder firm should submit the undertaking that "We agree to withdraw all the deviations, if any, unconditionally and accept all the terms and conditions of the tender document including the technical specifications"

**(6)** The bidder firm should submit the copies PAN and GST Registration Certificate along with the Techno-commercial bid.

**V. Bidder should quote prices inclusive of GST and all cost components such as Packing & Forwarding details, Freight & Insurance charges upto destination etc. on FOR India Security Press, Nashik Road (Maharashtra), India, basis only.**

**VI. The terms and conditions, guidelines of SPMCIL Procurement Manual Version 2.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 2.0 for additional terms and conditions as per the links given below:**

**GIT:** <https://spmCIL.com/uploaddocument/GIT/new.pdf>

**GCC:** <https://spmCIL.com/uploaddocument/GCC/new.pdf>

**VII. 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.

**VIII. The Bidder has to submit documents as per the following Check list as given below along with the Technical bid Documents:**

<b>Sr. No.</b>	<b>Description</b>
1	Documentary evidence against submission of EMD.
2	Documentary evidence towards <b>Experience and past performance criteria</b> as per <b>clause IV (1)</b> above.
3	Documentary evidence towards <b>Capability</b> as per <b>clause IV (2)</b> above.
4	Documentary evidence towards <b>Financial data i.e. audited Balance sheets and Profit &amp; Loss account statements</b> duly authenticated by a Chartered Accountant/ Cost Accountant in India of last three financial years i.e. FY 2019-2020, FY 2020-2021, FY 2021-2022 as per <b>clause IV (3)</b> above against Financial Standing criteria.
5	Undertaking towards clause IV (4) and IV (5)
6	Adherence to <b>technical specifications</b> with sealed and signed by authorized signatory on bidders letter head.
7	Copy of <b>PAN and GST Registration Certificate</b> of bidder
8	Undertaking towards land border sharing criteria given in <b>clause VII</b> mentioned above.
9	Documentary/undertaking against Make in India Status i.e. being a Class I/ Class II supplier with details of percentage.
10	MSE certificate/ Start up certificate if claiming for exemption against experience and turnover criteria and EMD only.
11	ISO Certification

**Technical Specification and Scope of the work**

1. Details of Computer based X-Ray Baggage Inspection System (Hand Baggage):

- i) Model: KritiScan 6040 of Vehant Technologies make
- ii) Tunnel Size : 600mm (W) x 400mm
- iii) Through put : 200 bags per hour
- iv) System Power : Suitable to 230VAC + 6%, 50 Hz.
- v) X-Ray Voltage : 160 KV
- vi) Conveyer Load : 100 KG or more.
- vii) Steel Penetration : 28mm guaranteed, 30mm typical
- viii) Wire Resolution : 38 AWG guaranteed, 40 AWG typical

## **2. Scope of CAMC:**

India Security Press intends to Comprehensive Annual Maintenance Contract (CAMC); hence the firm shall have to repair replace following parts of the XBIS as and when required during the contract:-

### **A. Spare parts:**

- (i) X Ray Generator
- (ii) X Ray Tube
- (iii) High & Low energy detectors (Scintillators with photo diode).
- (iv) LED Indicators and Manual Keys & Switches
- (v) Graphic Cards
- (vi) Detector Cards
- (vii) Power Boards
- (viii) CPU, Monitor, Key Board, Mouse, Mother Board of Console, HDD, RAM and Communication cables etc.
- (ix) Updating & recovery of Operating System and KritiScan™ Software.
- (x) Any other parts/ service required for the smooth running of XBIS.

### **B. Service Visits by the representative/(s) of the firm:**

- (i) The firm's Engineer/ Technician have to visit on quarterly basis to carry out the routine maintenance/ service of the XBIS and have to submit their service report (minimum 2 visits in a quarter.)
- (ii) Besides this quarterly visit, the firm has to send their Engineer/ Technician within 24 hours of the breakdown/ service call during the warranty period as many calls as required.
- (iii) The defective spares replaced shall be the property of the firm.
- (iv) The firm shall have to keep a stock of minimum essential spare parts in ISP to avoid delay in repairs.
- (v) The firm shall have to confirm that they will have the stock of all essential spares in hand which are required during the period of CAMC.
- (vi) The firm shall have to send escalation matrix for our reference in case the calls are not attended in time.
- (vii) The firm shall have to confirm that they have required team of Engineers/technicians for attending XBIS.

C. **Payment terms:** The payment shall be made on completion of every quarter after carrying out of the routine maintenance and attending of breakdown/ service calls during that quarter after satisfactory report by the ISP authority.

### **D. General terms & Conditions:**

(i) The participating firm should have ISO certification for manufacturing and servicing of X-Ray Screening machines. The copy of the certificate shall be submitted along with their offer.

(ii) The firm is required to intimate the name of the person visiting for maintenance or repairs well in advance with details of the representative/(s) visiting, period of visit, time of visit along with his/their identity card.

(iii) If the XBIS is not attended within 24 hours of the breakdown/ service call, the proportionate amount of total number of delayed days will be deducted considering the total value of CAMC of the year(365 days).

(iv) The firm has to certify with quarterly Service report that, X-ray radiation & safety performance standard of the XBIS are well within the range and meeting its guidelines as per the standard of 'Atomic Energy Regulatory Board of India (AERB)'.

E. Quantity of CAMC: 03 Nos. of XBIS Machines.

### **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**

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 payable at Nashik 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.

### **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. 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.

#### 8. 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.

#### 9. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

### Disclaimer/अस्वीकरण

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 governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**