



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3759973
Dated/दिनांक : 10-08-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	31-08-2023 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	31-08-2023 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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
Total Quantity/कुल मात्रा	6
Item Category/मद केटेगरी	hand held metal detector - security metal detector (Q2) (PAC Only)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Deepak Verma
Designation of Competent Authority	Jt. G.M. (TO)
Office / Department / Division of Competent Authority	ISP
CA Approval Number	2
Competent Authority Approval Date	28-07-2023
Brief Description of the Approval Granted by Competent Authority	The bid is floated on Proprietary Article Basis. Hence, MSE purchase preference will not be applicable in the instant bid.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority approval for PAC

Competent Authority Approval document for PAC : [View Document](#)

Name of Competent Authority	Rajesh Bansal
Designation of Competent Authority	CGM
Office / Department / Division of Competent Authority	ISP
CA Approval Number	1
Competent Authority Approval Date	2023-07-15 00:00:00
Brief Description of the Approval Granted by Competent Authority	The proposal for procuring tendered item is approved.

1. 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.

Hand Held Metal Detector - Security Metal Detector (6 pieces) (Under PAC)

Make	garrett
Model	superwandhhmd

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
BATTERY - POWER SOURCE	Battery type (inclusive in the scope of supply)	Re-chargeable, 9 Volts
	Batter Chemistry	Ni-MH
	Minimum Battery Back-up in continuous operation on single charge (hours)	40 hours
	Battery charger (inclusive in the scope of supply)	External charger
GENERIC	Availability of Spares for a period of 7 years after the warranty period	Yes
WARRANTY	Warranty(Year)	3.0 (year)
CERTIFICATION	Availability of Test Reports from Central Govt / NABL / ILAC accredited Lab covering all the parameters as per specifications	Yes

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	6	30

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.CONDITIONS OF CONTRACT

1. Other Laws and Conditions that will govern the Contract

Following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996 and Arbitration and Reconciliation Amendment Act, 2015
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents
- vii. Integrity Pact signed in terms of the Tender Document
- viii. Correspondence including counter-offers if any; between the Contactor and SPMCIL during the Tender Finalization
- ix. Notification of award and Contract Documents
- x. Subsequent Amendments to the Contract

2. Patent Rights : The supplier shall, at all times, indemnify SPMCIL, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against SPMCIL, SPMCIL shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to SPMCIL..

3. Country of Origin

(a) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

(b) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4. Technical Specifications and Standards: The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in `

Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

5. Packing and Marking

(a) The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including trans-shipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.

(b) The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections V and VI. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

(c) Packing instructions: Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections V and VI, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality, contract number and date:

(i) Brief description of goods including quantity

(iii) Packing list reference number

(iv) Country of origin of goods

(v) Consignees' name and full address and

(vi) Supplier's name and address

6. Inspection and Quality Control:

(a) SPMCIL and/ or its nominated representative(s) will, without any extra cost to SPMCIL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. SPMCIL shall inform the supplier in advance, in writing, SPMCIL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

(b) The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to SPMCIL's inspector at no charge to SPMCIL.

7. Terms of Delivery: Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

8. Distribution of Dispatch Documents for Clearance/ Receipt of Goods

(a) The supplier shall send all the relevant dispatch documents well in time to SPMCIL to enable SPMCIL to clear or receive (as the case may be) the goods in terms of the contract.

(b) For Domestic Goods including goods already imported by the supplier under its own arrangements, within 24 hours of dispatch, the supplier will Notify SPMCIL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/ email:

(i) Suppliers Invoice indicating, inter alias description and specification of the goods, quantity, unit price, total value

(ii) Packing List;

(iii) Insurance certificate; if any

(iv) Railway receipt / consignment note;

(v) Manufacture's guarantee/warranty certificate and in-house inspection certificate;

(vi) Any other document(s), as and if specifically mentioned in the contract.

9. Prices: Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract.

10. Taxes and Duties: Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to India Security Press.

11. Terms and Mode of Payment: 100% of cost of material shall be made on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier, within 30 days.

12. Liquidated damages: if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a

maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply. In all such cases GST would also be applicable on LD.

13. Termination for default: SPMCIL, without prejudice to any other contractual rights and remedies available to it (SPMCIL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SPMCIL.

14. Termination for insolvency: If the supplier becomes bankrupt or otherwise insolvent, SPMCIL reserves the right to terminate the contract at any time, by serving

written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to SPMCIL.

15. Force Majeure: In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by SPMCIL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

16. Resolution of disputes:- If dispute or difference of any kind shall arise between SPMCIL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either SPMCIL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and Conciliation Act 1996 as per following clause.

17. Applicable Law

(a) The contract shall be interpreted in accordance with the laws of India.

(b) Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.

(c) The courts of the place from where the notification of acceptance has been issued shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

II. LIST OF REQUIREMENTS

1. Required terms of Delivery:

(a) Required Delivery Schedule: Within 30 days from the date of issue of Purchase Order.

(b) Required Terms of Delivery: FOR ISP Nashik Road.

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

(c) Destination :

(d) Preferred Mode of Transportation : By Road.

2. The firm will have provided 3 year's warranty for the offered materials.

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

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

5. Firm should offer the material exactly as per type, specifications and make.

6. Following undertaking needs to be submitted on bidder's letter head duly sealed and signed by authorized personnel of the bidder firm:

a) 'That the prices offered are the best reduced rates that that the same consumables are not supplied on lower rates to any other organization'.

b) 'That there is no agency commission involved in the supply and that no person is paid agency commission'.

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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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---