



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/3816183 Dated/दिनांक : 09-09-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-09-2023 18:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-09-2023 18:30:00	
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 (spmcil)	
Office Name/कार्यालय का नाम	Janpath	
ltem Category/मद केटेगरी	Customized AMC/CMC for Pre-owned Products - Annual Comprehensive maintenance contract for the water purifiers installed at ISP factory and Estate;; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes	
Contract Period/अनुबंध अवधि	1 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1 Lakh (s)	
Years of Past Experience Required for same/similar service/उर्न्ही/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/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्र्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छ्र्ट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (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
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
EMD Dotail/र्टममरी वित्राम	•

#### EMD Detail/इएमडा ।ववरण

Required/आवश्यकता No		
	Realifed/Hidsawal	No

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता N	No
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#### Splitting/विभाजन

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

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	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 document (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 guoted 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. OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 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.

#### Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Price breakup for CMC of Water Purifiers - <u>1691729367.xlsx</u>

#### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Please provide list of spares/parts/replacement for AMC services 1693286999.pdf

Scope of Work:<u>1693287008.pdf</u>

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:<u>1693304167.pdf</u>

Product/Equipment Details:<u>1693287027.pdf</u>

Financial Breakup Required: 1691729230.pdf

#### Customized AMC/CMC For Pre-owned Products - Annual Comprehensive Maintenance Contract For The Water Purifiers Installed At ISP Factory And Estate; --; Comprehensive Maintenance Contract (CMC); Not Applicable; Yes (1)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Values		
Core		
Product category	Annual Comprehensive maintenance contract for the water purifiers installed at ISP factory and Estate	
Product Brand		
Type of service	Comprehensive Maintenance Contract (CMC)	
Preventive Maintenance Frequency	Not Applicable	
Manpower Required	Yes	
Addon(s)/एडऑन		

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity of product/ equipment	Additional Requirement/अतिरिक्त आवश्यकता
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	1	• Number of months within the contract period for which service is required : 12

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

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 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 Bi d:-
- a) **Experience and Past Performance**:- The bidder should have experience of having successf ully completed similar kind of services for the value at least Rs. 1,22,200/- in any one of the last five years ending on 31.03.2022.

# Note: The Experience and Past Performance Criteria is exempted for startups and Mi cro and Small Enterprises.

- b) **Capability** The bidder must have capability to provide the relevant services.
- 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. 1,22,200/- as per the annual report (audited balance sheet an d 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 t

hree 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)** For Existing successful Past Suppliers: In case the bidder (manufacturer or principal of aut horised representative) who is a successful past supplier of 'The Product' in at least one of the rec ent 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 Govern ment of India from time to time.)

2) **Period of** <u>Contract:</u>- For the period of one year from the date of issue of contract.

3). **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 conditi ons aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of d elayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

4). **Payment Terms**: - Payment will be released on Quarterly basis within ten (10) days after acc eptance of services by purchaser, issue of Consignee Receipt-cum Acceptance Certificate (CRAC) and submission of bills.

5). The bidder has to provide the undertaking on firms' letter head as mentioned below:-

a) "We have read and accept all the terms & conditions of GIT & GCC of the tender document". Link to GIT & GCC are as follows:-

(i) <u>https://spmcil.com/uploaddocument/GIT/new.pdf</u>

(ii) <u>https://spmcil.com/uploaddocument/GCC/new.pdf</u>

b) "We agree to accept all terms and conditions of bid document".

6). 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 cou ntries shall be applicable to this tender. Bidders are required submit the appropriate u ndertaking in this regard. Salient features of this are:

(i) Any bidder from a country which shares a land border with India (excluding countries as li sted in the website of Ministry of External Affairs, to which the Government of India has extended I ines of credit or in which the Government of India is engaged in development projects) will be eligi ble to bid in this tender only if the bidder is registered with the Registration Committee constitute d by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclos e 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 fro m such a country, we are registered with the Competent Authority (copy enclosed). We hereby cer tify 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 sh all 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 so lemnly certify that we are not from such a country or, if from such a country, we are registered wi th 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 certi fy 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 conte xts) 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 n ot 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 me ans:-

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 p er 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 t han 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 natu ral 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 suc h association or body of individuals;

(4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the r elevant 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 auth or 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 con trol or ownership.

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

Sr. N o.	Description	Submitted / Not Submitted
1.	Documentary evidence towards Experience and past perfo rmance criteria as per Clause No. 1 (a)	
2.	Documentary evidence towards Capability as per Clause N o. 1 (b)	
3.	Documentary evidence towards Financial data i.e. CA Certi fied 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. 2 019-20, 2020-21 & 2021-22 as per Clause No. 1 (c)	
4.	Compliance to buyer added Technical specifications with s ealed and signed by authorized signatory	
5.	MSE Certificate/Start up Certificate if claiming for exempti on against Experience and turnover criteria only	
6.	Compliance to all terms and conditions of bid documents	

#### Bidder must submit check list of below mentioned documents:-

#### 3. Certificates

6).

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.

#### 4. 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.

#### 5. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 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 <u>General Terms and Conditions/सामान्य</u> नियम और शर्तें, conditons stipulated in Bid and <u>Service Level Agreement</u> 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 के बिडर से खरीद पर प्रतिबंध के संबंध 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 को बिडर हम विविदा 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---