



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/4880194 Dated/दिनांक : 17-05-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | | | | |
|--|---|--|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 24-06-2024 15:00:00 | | | |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 24-06-2024 15:30:00 | | | |
| 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 | | | |
| Total Quantity/कुल मात्रा | 3400 | | | |
| ltem Category/मद केटेगरी | Procurement of Procurement of Calcium Carbonate Powder | | | |
| 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 छ्ट्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes | | | |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | 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 | Νο | | | |
| Type of Bid/बिड का प्रकार | Single 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 |
|-------------------|----|

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता

No

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

| MII Purchase Preference/एमआईआई खरीद वरीयता | Νο | |
|--|----|--|
|--|----|--|

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

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 guality 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 guality 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. 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 guoted 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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 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.

Procurement Of Procurement Of Calcium Carbonate Powder (3400 kilogram)

Technical Specifications/तकनीकी विशिष्टियाँ

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | / Address/पता | | contract start होने की तारीख से | |
|-------------------|--|---|-----------------------------|---|--|
| 1 | Biplab Basak | 422101,India Security Press, Nashik Road Nashik , Maharashtra | Quantit y/मात्रा 3400 | Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी 1 | Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए |

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

Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses:-

(I)PAN: The Bidder should be registered with the Income tax. Relevant proof in support shall be sub mitted.

(II) Goods& Service Tax Registration (GST): The Bidder should be registered with Goods & Servic e Tax (GST). Relevant proof of registration Certificate shall be submitted.

(III) Undertaking:-

- a) The bidder has to provide the undertaking that **"We M/s.** *<Name of the firm>* **have not b een blacklisted by Government of India in the past".**
- b) The bidder has to provide the undertaking that **"We M/s.** *Ame of the firm*

hdraw all the deviations, if any, unconditionally and accept all the Terms and condit ions of the document including the technical specifications."

- c) The bidder has to provide the undertaking that **"We M/s.** *And And And* *****And And And* *****And And And* *****And And And* *****And And And And And* *****And And And And And* *****And And And And* *****And And And And* *****And And And* *****And And And* *****And And* *****And And And And* *****And And And* *****And And* *****And And And* ****
- d) The bidder has to provide the undertaking that **"We M/s.** *Name of the firm***have the Ca pability to supply of the tendered item".**

Link to GIT & GCC are as follows:-

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

(IV) Delivery Schedule: -Within 45 days from the date of issue of Contract.

(V) Warranty: -Warranty for the period of one year.

(VI) Quantum of LD:-If the Seller/Service Provider fails to deliver any or all of the Goods/Services wit hin the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduc t/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions afores aid, @ 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 c ontroversy/dispute of any sort whatsoever.

(VII) Payment Terms: -Payment will be released within ten (10) days of issue of Consignee Receiptcum Acceptance Certificate (CRAC) and submission of bills.

(VIII) 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 f urther amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Bidders are required submit the appropriate undertaking in t his regard. Salient features of this are:

(i) Any bidder from a country which shares a land border with India (excluding countries as listed in th e 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 t his regard.

"We have read the clause regarding restrictions on procurement from a bidder of a country which sha res 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 allow ed to sub-contract works to any contractor from a country which shares a land border with India unles s such contractor is similarly registered with the Registration Committee constituted by the Departme nt for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose followin g certificate:

"We have read the clause regarding restrictions on procurement from a bidder of a country which sha res 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 Compete nt 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) mea ns any person or firm or company, including any member of a consortium or joint venture (that is an a ssociation 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 owne rship 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 c ent 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 alo ne or together, or through one or more juridical person, has ownership of entitlement to more than fift een 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 owners hip of or entitlement to more than fifteen percent of the property or capital or profits of such associati on 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 o f the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any othe r natural person exercising ultimate effective control over the trust through a chain of control or owne rship.

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

| Sr. No. | Description | Submitted /Not Su bmitted |
|------------|---|------------------------------|
| 1. | MSE Certificate / Start Up Certificate, if any | |
| 2. | Documentary evidence towards PAN & GST Registration as per cl ause I) &II) | |
| 3. | Duly sealed and signed copy of Technical specifications. | |
| 4. | Compliance to all terms and conditions of bid documents. | |
| 5. | Undertakings/Declarations as per clause III) a),b), c)& d) | |
| 6. | Undertaking ofland border sharing criteria as per clause VIII) of th e Buyer Added Bid Specific ATC. | |

(IX) Bidder must submit check list of below mentioned documents:-

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 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 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 का 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---