

भारत प्रतिभूति मुद्रणालय INDIA SECURITY PRESS

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CIN : U22213DL2006GOI144763

वेबसाइट / website : https://ispnasik.spmcil.com

ई-मेल / e-mail : isp@spmCIL.com ; purchase.isp@spmCIL.com

Ref No.: GeM bid no. GEM/2024/B/4931311

Date: 19.07.2024

CORRIGENDUM

Sub: ISP GeM bid no. GEM/2024/B/4931311 dated 15.06.2024 for 'Procurement of Network Switches for SAP network.'

With reference to above ISP Tender Notice, the following amendment is hereby authorized to read as:

Old Bid Opening Date/Time: - 06.07.2024; 09:30

New Bid Opening Date/Time: - 03.08.2024; 09:30

Sr. No.	Tender Clause	For	Read as
1.	Layer 3 - Access Switch (30 pieces) ; Page No. 03/11 of bid Document	(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)	Preference under Make in India and calculation of Local Content would be as per DOT Order 18-10/2017-IP dated. 29.08.2018.
2.	XIV)Note regarding MSE and MII purchase preference (Buyer Added Bid Specific Terms and Conditions)	Nil	Bidder has to submit the self-certification form as per Form I of DOT Order 18-10/2017-IP dated. 29.08.2028 for specifying that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
3.	Additional Specification Parameters	Nil	The offered product by the bidder should be compliant with GR(General Requirement)/IR (Interface Requirement) or any national standard, certification from Indian bodies i.e. TEC/TSEC, STQC, BIS or any accredited lab.

** The Other terms and conditions of the tender document will remain unchanged.

**For further details, please visit ISP website www.spmcil.com / ispnasik.spmcil.com.

भवदीय,

DIGANTA
KUMAR
DEKA

Diganta Kumar Deka
CIN: U22213DL2006GOI144763
MCA21: 1444330514408145014800
20240719 180819-40337

(Diganta Kumar Deka)
Additional General Manager
(Materials)
For Chief General Manager

Bid Corrigendum

GEM/2024/B/4931311-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. 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 text based ATC clauses

NOTE 1: Corrigendum is issued in the following bid clauses :

a) Layer 3 - Access Switch (30 pieces)

b) Clause XIV) Note regarding MSE and MII purchase preference (Buyer Added Bid Specific Terms and Conditions)

c) Additional Specification Parameters.

The corrigendum regarding the same is attached in the buyer uploaded ATC document. Also, the same is issued on ISP official website for reference.

NOTE 2: The Technical Specification and Scope of work enclosed with bid documents will supersede all the parameters selected. Accordingly, before quoting bidders are requested to go through enclosed Technical Specification and Scope of work and bid accordingly.

Buyer Added Bid Specific ATC

The Bidder firm should meet following eligibility criteria to qualify in the Techno Commercial Bid:-

I) For MSE/Start-up firm: Capability - Equipment & Manufacturing Facilities: The bidder firm should have capability to manufacture, supply & install Network Switches as per the Technical Specification and Scope of work.

II) For other firm - Experience and past performance: The bidder firm may be Manufacturer/Proven supplier/Authorized dealer or distributor of tendered item or bidder may participate with manufacturing authorization form (issued by manufacturer of tendered item).

Note: Participating bidder needs to submit all related documents along with the bid.

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

IV) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial

al Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

V) PAN: The Bidder should be registered with the Income tax. Relevant proof in support shall be submitted.

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

VII) Manufacturer's authorization letter: In case the bidder firm/ Bidder offers to supply of the tendered products which is manufactured by some other firm, the Bidder has to be duly authorized by the manufacturer of the stated plant to quote for and supply and install the same to India Security Press, a unit of SP MCIL. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided in Buyer added bid specific ATC.

VIII) Undertaking:-

a) "We M/s _____ firm has not been blacklisted by Government of India in the past. "

b) "We M/s _____ agree to withdraw all the deviations, if any, unconditionally and accept all the Terms and conditions of the document including the technical specifications."

IX) Note:

a) The Indian agent on behalf of the Principal/ OEM or principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same Bid. If an agent submits bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM in the same Bid for the same item.

b) Interested firms are requested to submit the above required documents sealed and signed on all pages along with Bid.

c) No further correspondence will be made with the bidders for shortfall of documents, if any; such offers with partial submission of documents will be summarily rejected.

d) The Bid should be completed in all the respect including submission of all the required documents so that further clarification may not be called for.

X) Delivery Schedule: - The Supply & Installation shall be completed within 60 days from the date of issue of Contract.

XI) OEM Warranty: - Minimum 3 years onsite. It should be reflected on OEM website.

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

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

XIV) Note regarding MSE and MII purchase preference:

For MSE Purchase Preference:

Instant bid is non-splitable / non-dividable in nature. Therefore, in case L1 is non-MSE then MSE firm quoting price within L1+15% band will be awarded full tendered quantity subject to matching the L1 prices.

For MII Purchase Preference:

For goods and works where the requirements are not divisible in nature

a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

b) If L1 is not 'Class-I local supplier' the lowest bidder among the 'Class -I local supplier', will be invited to

match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference i.e. L1+20% band, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference i.e. L1+20% shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

XV) 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:

a) 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."

b) 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."

c) "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 here in before, including any agency branch or office controlled by such person, participating in a procurement process.

d) "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

i) A subsidiary of an entity incorporated, established or registered in such a country; or

ii) An entity substantially controlled through entities incorporated, established or registered in such a country; or

iii) An entity whose beneficial owner is situated in such a country; or

iv) An Indian (or other) agent of such an entity; or

v) A natural person who is a citizen of such a country; or

vi) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

i) 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.

ii) 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 per cent 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.

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

Sr. No.	Description	Submitted / Not Submitted
1	MSE Certificate / Start Up Certificate if claiming for exemption against Experience and Turnover Criteria only.	
2	Documentary evidence towards Capability as per clause I	
3	Documentary evidence towards experience as per clause II	
4	Documentary evidence towards PAN & GST Registrations as per clause V & VI	
5	Undertakings/Declarations as per clause VIII) a) & b)	
6	Manufacturer Authorization/OEM authorization as per clause VII	
7	Duly sealed and signed copy of Technical Specification and Scope of work	
8	Compliance to all terms and conditions of bid document	
9	Undertaking for Land border sharing criteria as per clause no. XV	
10	EMD	

3. 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.
4. Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
5. 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.
6. 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
7. Bidders can also submit the EMD with Banker's Cheque in favour of India Security Press, A Unit of SPMCIL payable at NASHIK

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
8. 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.
9. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of India Security Press, A Unit of SPMCIL A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
10. 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.
11. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in

the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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 [attached categories](#), 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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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



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PRODUCTS SERVICES CONTENT

Enter Keywords?



HOME (HTTPS://MKP.GEM.GOV.IN/DASHBOARD) / BID FINALIZATION

BID DETAILS

TECHNICAL EVALUATION

FINANCIAL EVALUATION

EVALUATION

BID AWARDED

1. Bid Details

Your corrigendum has been published successfully. (https://bidplus.gem.gov.in/buyer-bid-finalization/6389012)

GEM/2024/B/4931311 (/showbidDocument/6389012)

Bid Status: Active	Bid Start Date / Time: 15-06-2024 14:56:31	Consignees / Reporting Officer / Delivery Location(S)
Quantity: 30	Bid End Date / Time: 03-08-2024 09:00:00	EMD: Required Track EMD (Https://Bidplus.Gem.Gov.In/Bidding/Track/Track
Bid Validity (From End Date): 120 (Days)	Bid Opening Date / Time: 03-08-2024 09:30:00	
Competent Authority Document: View		

Buyer Details

Name: Jayendra Suresh Gite	Ministry: Ministry Of Finance	Organisation: Security Printing And Minting Corporation Of India Limited (Spmcil)
Address: Jayendra Suresh Gite,Buyer30.Spmcils.Mh@Gembuyer.In,India Security Press, Nashik Road Nashik , Maharashtra,NASHIK,MAHARASHT RA,422101,India	Department: Department Of Economic Affairs	Office: Janpath

Corrigendum Details

Modified On: 2024-07-20 11:23:20 [Download \(/bidding/buyer/showcorrigendumpdf/2691412/6389012\)](#)

Hash Value (Algorithm - SHA256): 417d3441e54304f3b56d8cfb7a3b78d8b77b5f8cfab4bfe37f43ad0a14ea8034

Modified On: 2024-07-20 11:01:41 Bid extended to 2024-08-03 09:00:00

Bid Opening Date : 2024-08-03 09:30:00

Cancel Bid

Extend Bid

Edit Terms

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 Analytics (<https://sso.gem.gov.in/ARXSSO/oauth/login>)
 New on GeM (<https://gem.gov.in/new-categories>)

BRAND GeM (<https://gem.gov.in/brand-gem>)

RESOURCES

GeM Handbook (https://assets-bg.gem.gov.in/resources/pdf/GeM_handbook.pdf)
 OM's/Circulars (https://gem.gov.in/support/government_oms_circulars)
 Terms and Conditions (https://gem.gov.in/support/terms_conditions)
 Policies/Manuals (<https://gem.gov.in/support/buyers>)
 Miscellaneous (<https://gem.gov.in/support/miscellaneous>)

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