



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2024/B/5755723 Dated/दिनांक : 27-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-01-2025 17:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	06-01-2025 17:30:00			
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			
क्रेता ईमेल/Buyer Email	buyer57.spmcils.mh@gembuyer.in			
Total Quantity/कुल मात्रा	60300			
ltem Category/मद केटेगरी	PUR Hot Melt Adhesive , PUR cleaning solvent			
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	PUR Cleaning Solvent			
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Solvent Cleaner, Cleaning Duster (V2), Solvent Cement, Laboratory Glassware Cleaning Solutions, Solvent Removable Penetrant, Toilet Brush (V2), Solvent Based Developer, Unplasticized PVC Pipes for Potable Water Supplies as per IS 4985, Cleaning scrapers, industrial vacuum cleaner			
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	MEMBRANE CLEANING CHEMICAL Cleaning Solution for Diagnostic Analyzers Offset printing cleaning Chemical			
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	355 Lakh (s)			
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	355 Lakh (s)			
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)			

Bid Details/बिङ विवरण			
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 छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, 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		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No		
Past Performance/विगत प्रदर्शन	40 %		
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No		
Type of Bid/बिंड का प्रकार	Two Packet Bid		
Primary product category	PUR Hot Melt Adhesive		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days		
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No		
Estimated Bid Value/अनुमानित बिड मूल्य	88639500		
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
Arbitration Clause	No		
Mediation Clause	No		

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	886395

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	24
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- (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 India Security Press Nashik 422101 (India Security Press A Unit Of Spmcil)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	70:30

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.
- 6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.
- 7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 8. 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.
- 9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

PUR Hot Melt Adhesive (60000 kilogram)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)		
		Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए	
			6000	1	30
	1 Imtiyaz Khan	422101,India Security Press, Nashik Road Nashik , Maharashtra	6000	31	60
			6000	61	90
			6000	91	120
1			6000	121	150
	mayaz man		6000	151	180
			6000	181	210
			6000	211	240
			6000	241	270
			6000	271	300

PUR Cleaning Solvent (300 kilogram)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)		
			Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए
	30		1	30	
	1 Imtiyaz Khan	422101,India Security Press, Nashik Road Nashik , Maharashtra	30	31	60
			30	61	90
			30	91	120
			30	121	150
			30	151	180
		30	181	210	
			30	211	240
			30	241	270
			30	271	300

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. 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.

3. 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

India Security Press A Unit of SPMCIL

. 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

4. Forms of EMD and PBG

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.

5. 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.

6. 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

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.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. MINIMUM QUALIFICATION CRITERIA

1. Experience& Past Performance: The bidder (Manufacturer or Principal of authorized represen tative- hereinafter referred simply as 'The Bidder')should have manufactured and/or supplied

at least 24,000 Kg of "PUR Hot Melt Adhesive" in any one of the last five years ending on '31 March 2024'.

Note: For MSEs and Start-ups (registered for the tendered item) Experience and Past Performance criteria shall be exempted.

2. Capability, equipment and manufacturing facilities:-

i) The Bidder must have an annual capacity to manufacture and supply at least 24,000 Kg of "PUR Hot Melt Adhesive". .

Note: i) At the discretion of the purchaser, the Capacity / Capability Assessment / Verification of bidder / m anufacturer firm(s) might be undertaken by Committee or through a third party Technical Consultancy / In spection agencies to ensure that the firm is/are identified and capable to supply the item/material/product as required.

ii) During capacity/capability assessment, firm has to manufacture sample as per ISP's Bid Specification. T he sample shall be collected by the nominated committee and machine trial shall be conducted at ISP, Nas hik and capability assessment shall be finalized after machine trial.

3. Financial Standing:

The Average Annual Financial Turnover of the Bidder during the last three financial years ending on 31.03.2024 should be at least Rs. 3,54,55,800/- as per the annual report (audited balance sh eet and profit & loss account) of the relevant period. Duly authenticated by a Chartered Account ant/Cost Accountant in India or equivalent in relevant countries.

- b) i) The net worth of the Bidder should not be negative on 31.03.2024 and
- ii) also should not have eroded by more than 30% in the last three years, ending on 31.03.2024.

Note 1: To ascertain this criteria net worth of initial and last financial year should be compared.

Note 2: For MSEs and Start-ups (registered for tendered item) all financial criteria shall be exemp ted. However, its capacity and capability may be verified (if necessary) by the respective unit as per the standard format.

4. Applicability in Special Cases

- a) Authorized Representatives: Bids of bidders quoting as authorized representative of a pri ncipal manufacturer would also be considered to be qualified, provided: i) their principal manufa cturer meets all the criteria above without exemption, and ii) the principal manufacturer furnishe s a legally enforceable tender-specific authorization in the prescribed form assuring full guarante e and warranty obligations as per the general and special conditions of contract; and iii) the bidd er himself should have been associated, as authorized representative of the same or other Princi pal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on '31.03.2024'.
- **b)** For Existing successful Past Suppliers: In case the bidder (manufacturer or principal of a uthorised 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 als o be considered to be qualified in view of their proven credentials, for the maximum quantity su pplied by him in such recent past. (This clause is not applicable for Security Items as notified by Government of India from time to time.)
- c) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cann ot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipme nt, and each partner must comply with all the PQC criteria independently, However, for the purp ose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding C ompany can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

- **e) Development/ insufficient market capacity or Exceptional One- Off Cases:** These are those items which are either being newly developed where vendors are yet to be developed or f or new/ existing items where the capacity available in market is inadequate compared to our an nual requirements. Exceptional one-off cases are such items/ Plant & Machinery which are procu red infrequently (say once in 3 years or longer periods). In such cases PQC Should be Decided wi th the approval of CFA in individual cases.
- **f) Start-up Enterprises:** Requirements of prior experience and turnover would be relaxed for S tart-up enterprises as recognized by Department for Promotion of Industry and Internal Trade (D PIIT), subject to their meeting the quality and technical specifications. Such Start-ups maybe eith er MSF or otherwise.
- 5. The Bidder shall give following undertakings on their Letter Head regarding this requirement.
 - **Blacklisting:** We M/s. <Name of the bidder firm> declaration that the firm has not been blacklisted/ debarred by any government agency / Public Sector Unit/ Reputed organizatio n.
 - **b. Agree to withdraw all deviations:** We M/s. <Name of the bidder firm>agree to withdr aw all the deviations, if any, unconditionally and accept all the terms and conditions of the tender document including the technical specifications".
 - **c.** The bidder has to provide the undertaking that "We have read and accept all the terms & conditions of GIT & GCC of the Bid document". Link to GIT & GCC are as follows:-
 - (i) https://spmcil.com/uploaddocument/GIT3.0.pdf
 - (ii) https://spmcil.com/uploaddocument/GCC3.0.pdf
- **6. Manufacturer's Authorization Letter:** In case the bidder firm/ bidder offers to supply 'PUR Hot Melt Ad hesive', which are manufactured by some other firm, the bidder has to be duly authorized by the manufact urer of the stated material to quote for and supply the same to India Security Press, a unit of SPMCIL. The b idder shall submit the manufacturer's authorization letter to this effect as per the standard form provided in "buyer uploaded ATC Uploaded document".

Note: One manufacturer can participate through one authorized agent or one agent can participat e on behalf of one Principal Manufacturer only.

7. Delivery Schedule: For Schedule 1: PUR Hot melt Adhesive

- 1) 1 ST Lot 6000 KG within 30 days from the date of placement of Contract/Order.
- 2) 2nd Lot 6000 KG within 60 days from the date of Placement of Contract/Order.
- 3) 3rd Lot 6000 KG within 90 days from the date of Placement of Contract/Order.
- 4) 4th Lot 6000 KG within 120 days from the date of Placement of Contract/Order.
- 5) 5th Lot 6000 KG within 150 days from the date of Placement of Contract/Order.
- 6) 6th Lot 6000 KG within 180 days from the date of Placement of Contract/Order.
- 7) 7th Lot 6000 KG within 210 days from the date of Placement of Contract/Order.
- 8) 8th Lot 6000 KG within 240 days from the date of Placement of Contract/Order.
- 9) 9th Lot 6000 KG within 270 days from the date of Placement of Contract/Order.
- 10) 10th Lot 6000 KG within 300 days from the date of Placement of Contract/Order.

For Schedule 2: PUR cleaning solvent

- 1) 1 ST Lot 30 KG within 30 days from the date of placement of Contract/Order.
- 2) 2nd Lot 30 KG within 60 days from the date of Placement of Contract/Order.
- 3) 3rd Lot 30 KG within 90 days from the date of Placement of Contract/Order.
- 4) 4th Lot 30 KG within 120 days from the date of Placement of Contract/Order.
- 5) 5th Lot 30 KG within 150 days from the date of Placement of Contract/Order.
- 6) 6th Lot 30 KG within 180 days from the date of Placement of Contract/Order.
- 7) 7th Lot 30 KG within 210 days from the date of Placement of Contract/Order.
- 8) 8th Lot 30 KG within 240 days from the date of Placement of Contract/Order.
- 9) 9th Lot 30 KG within 270 days from the date of Placement of Contract/Order.
- 10) 10th Lot 30 KG within 300 days from the date of Placement of Contract/Order.

- **8) Payment Terms:** 100 % payment will be released within 30 days of receipt and acceptance of mat erial and on-line submission of bills. The payment will be done through online mode only. Therefore, th e suppliers have to produce all the Bank details such as Name of Bank, Account No. IFSC Code No., MI CR No. along with the Tender document. TDS, if ,any, will be deducted as applicable.
- **9). Liquidated Damages:** 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 Majeur e conditions aforesaid, @ 0.5 % of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimate d damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
- **10) Bid Splitting/Parallel Contract**: India Security Press, Nashik reserves its right to conclude Bid S plitting/Parallel Contract with more than one bidder (maximum upto two bidders for the same tender) without any prejudice to the capacity of the L1 bidder, as given below:
- a) Among all qualified bids, the lowest bid will be termed as L1. The rate quoted by L1 bidder will be co unter offered to L2 bidder and, if agreed, orders shall be placed at a ratio L1 : L2 = 70:30 of the total t endered quantity.
- b) However, Purchaser also reserves the right to place Purchase Order for the 100% tendered quantity on the lowest qualified bidder in case L2 bidder does not accept L1 rates.
- c) In case of only one eligible bidder, 100% quantity will be allocated to the eligible bidder.
- **11)** Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2,3 and 4) F. No. 7/10/2021-PPD(1) dated 23.02.2023 (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 will be eligible to bid in any procure ment whether of goods, services (including consultancy services and non-consultancy services) or wor k (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, an y bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- II. "Bidders" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) mean s any person or firm or company, including any member of a consortium or joint venture (that is an ass ociation 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 su ch person, participating in a procurement process.
- III. "Bidder (or entity) 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 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 or such an entity; or
- (f) A natural person who is citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture fall under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether action alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through means.
- Explanation a. "Controlling ownership interest" means ownership of or entitlement to more than twen ty-five per cent. Of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agree ments or voting agreements;
- 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 p erson(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 cap ital 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 chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with thi rd person.
- VI. [To be inserted in tenders for Work contracts, including Turnkey contracts] The successful bidder s hall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid. VIII. If the bidder was validly registered at the time of acceptance/placement of order, registration shall be a relevant consideration during contract execution.

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which share a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that the bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

12). Clarification of Bids/Shortfall Documents:

During the evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for c larifications on the bid. The request for clarification shall be sought only once on GeM portal, a sking t he bidder to respond by a specified date/period (i.e. Seven days). If the bidder does not comply or resp ond by the date/period (i.e. within Seven days), his tender will be liable to be rejected.

Depending on the outcome, such bids are to be ignored or considered further. No post-bid clarification at the initiative of the bidder shall be entertained.

Note: While submitting the Clarification/Shortfall Document any technical difficulty occurs on GeM port al, then the bidder can submit the Clarification / Shortfall Document through e-mail (e-mail id: purchas e.isp@spmcil.com).

The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfall inform ation/ documents only in case of historical documents that pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bid der. As far as the submission of documents is concerned regarding qualification criteria, after submissi on of the bid, only related shortfall documents shall be asked for and considered.

For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate will be asked for and considered. However, no new supply order shall be asked for to qualify the bidder.

13. NOTE:

- a) The Indian agent on behalf of the Principal/OEM or principal/OEM itself can bid but both cannot bid s imultaneously 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 offe rs 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 s o that further clarification may not be called for.
- e) All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm.
- f) Decision on Finalization of tender will be taken based on the documents submitted along with the t ender. All documents must be submitted as per tender requirement failing which offers will be liable f or rejection.
- g) All the pages submitted are to be sealed & signed by Authorized Signatory failing which tender sh all be treated as unresponsive.
- h) "Anti-Bribery Management System (ABMS): By participating in this tender, the suppliers/Vendors/ Contractors are deemed to have undertaken that they shall not give or take, any financial or non-finan cial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance."

BIDDER MUST SUBMIT REQUIRED DOCUMENTS ALONG WITH BELOW MENTIONED CHECKLIST-

Sr.	Description	Submitted /N
No.	Dataile of Formack Manay Danasit	ot Submitted
1.	Details of Earnest Money Deposit	
2.	Compliance to technical specifications with sealed and signed by author ized signatory	
3.	Documentary evidence towards Experience as per clause A. 1. mention ed under Buyer Added Bid Specific ATC	
4.	Documentary evidence towards Capability, equipment and manufacturi ng facilities as per clause A. 2. mentioned under Buyer Added Bid Speci fic ATC	
5.	Documentary evidence towards Financial Standings data as per clause A.3. mentioned under Buyer Added Bid Specific ATC	
6.	Undertaking on firm's Letter Head as per Clause A.5 (a), (b) & (c)mentio ned under Buyer Added Bid Specific ATC	
7.	Manufacturer's Authorization form, if applicable as per Clause 'A.6' men tioned under Buyer Added Bid Specific ATC (Manufacturer's Authorizati on form to be submitted as per Format provided under buyer uploaded ATC Uploaded document)	
8.	Documentary evidence towards copy of PAN and GST of bidder	
9.	Documentary/undertaking against Make in India Status i.e. being a Clas s I/ Class II supplier with details of percentage	
10	MSE certificate/ Start up certificate if claiming for exemption against ex perience and turn over criteria and EMD only.	
11	Acceptance to all terms and conditions of bid document	
12	Documentary evidence against submission of EMD.	
13	Undertaking for Land border sharing criteria as per clause no. A.11	

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8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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---