



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/5835286 Dated/दिनांक : 25-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-02-2025 09:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	05-02-2025 09:30:00	
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	buyer86.spmcils.mh@gembuyer.in	
Total Quantity/कुल मात्रा	21	
Item Category/मद केटेगरी	Online UPS (V2) (Q2)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate *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	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	Online UPS (V2)	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days	

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	1898620
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वितीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	38000

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).	30

- (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 दस्तावेज़ प्रस्तुत करने है। 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 Nashik (India Security Press, A Unit Of Spmcil)

- 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. 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 BIFURCATION AT THE TIME OF FINANCIAL BID - <u>1737179242.xlsx</u>

Online UPS (V2) (17 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Generic	Rating in KVA	6.0 KVA	
	Switching Technology	IGBT-PWM	
	Input Voltage	AC Single phase 160V - 260V 50Hz	
	Output Voltage	AC Single phase 230V +/-1% 50 Hz	
	Warranty for UPS (Years)	2, 3, 4, 5 Or higher	
Battery/Backup Bank	Battery/Backup Bank Provided with Online UPS (Hint: In case the UPS is supplied with battery, seller shall ensure compliance to the GST Rates as per recommendations made in the 45th Meeting of GST council dated 17th Sep 2021)	Without Battery	
	Type of Battery (hint: NA in case Battery not provided)	NA	
	Backup time (Minutes) (hint: NA in case battery not provided)	NA	
	Warranty for battery (Years) by Battery Manufucaturer/Brand hint: NA in case battery not provided	1, 2, 3, NA Or higher	
	Accessories with Battery	NA	
Performance /	Inbuilt isolation transformer	With	
Functional	Overall Efficiency (%)	>/=80% & <90% with Inbuilt isolation transformer	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Overload limit	20% Overload for minimum 5 minute
Accessories	Accessories	Cabling 6 meters (input upto 3m and output upto 3m)
Design / Construction	Type of Design / Construction	Floor Standing

Additional Specification Parameters - Online UPS (V2) (17 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)	
NOTE: The Technical Specification and Scope of work enclosed with bid documents will supersede all the parameters selected.	NOTE: The Technical Specification and Scope of work enclosed with bid documents will supersede all the parameters selected.	

^{*} Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Imtiyaz Khan	422101,India Security Press, Nashik Road Nashik , Maharashtra	17	90

Buyback Detail

Item Name	6KVA ONLINE UPS
Item Description	EMERSON MAKE 2012
Serial No.	Site Visit
Model	POWERBANK
Brand	EMERSON
Year of Manufacturing	2012
Purchase On	2012-04-01
Age	
Size	6

Rating	
Quantity	15
Unit	each
Remark	Please refer buyback details in enclosed Tech Specs & Specs of work
Uploaded Image	View Uploaded Image

Disclaimer/अस्वीकरण

The vendor will be responsible for the un-installation of Buyback items.

Online UPS (V2) (4 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic	Rating in KVA	3.0 KVA
	Switching Technology	IGBT-PWM
	Input Voltage	AC Single phase 160V - 260V 50Hz
	Output Voltage	AC Single phase 230V +/-1% 50 Hz
	Warranty for UPS (Years)	2, 3, 4, 5 Or higher
Battery/Backup Bank	Battery/Backup Bank Provided with Online UPS (Hint: In case the UPS is supplied with battery, seller shall ensure compliance to the GST Rates as per recommendations made in the 45th Meeting of GST council dated 17th Sep 2021)	Without Battery
	Type of Battery (hint: NA in case Battery not provided)	NA
	Backup time (Minutes) (hint: NA in case battery not provided)	NA
	Warranty for battery (Years) by Battery Manufucaturer/Brand hint: NA in case battery not provided	1, 2, 3, NA Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance /	Inbuilt isolation transformer	Without
Functional	Overall Efficiency (%)	>/=90% & <94% without Inbuilt isolation transformer
	Overload limit	20% Overload for minimum 5 minute
Accessories	Accessories	NA
Design / Construction	Type of Design / Construction	Floor Standing

Additional Specification Parameters - Online UPS (V2) (4 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
NOTE: The Technical Specification and Scope of work enclosed with bid documents will supersede all the parameters selected.	NOTE: The Technical Specification and Scope of work enclosed with bid documents will supersede all the parameters selected.

^{*} Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती ⁄रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Imtiyaz Khan	422101,India Security Press, Nashik Road Nashik , Maharashtra	4	90

Buyback Detail

Item Name	3KVA AND 1KVA ONLINE UPS
Item Description	UPS 3KVA QTY - 4 UPS 1KVA QTY - 7
Serial No.	Site Visit

Model	GXT MT+ 3KL , GXT MT+ 1KL
Brand	EMERSON
Year of Manufacturing	2012
Purchase On	2012-04-01
Age	
Size	
Rating	
Quantity	11
Unit	each
Remark	Refer Tech specs and Scope of Work for Details, Type and quantity of each type of buyback UPS
Uploaded Image	View Uploaded Image

Disclaimer/अस्वीकरण

The vendor will be responsible for the un-installation of Buyback items.

Buyer added Bid Specific Additional Scope of Work

S.No. क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	TECH SPECS AND SCOPE OF WORK View	TECH SPECS AND SCOPE OF WORK	Online UPS (V2)(17),Online UPS (V2)(4)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Special terms and conditions-Version:1 effective from 06-07-2022 for category Online UPS (V2)

1. In addition to General Terms and Conditions of GeM, the following Special T&C shall be applicable for Online UPS (Version 2.0) with reference to Installation and Commissioning.

Seller's Responsibility: Installation and Commissioning shall involve all the interconnections, any cabling between power source, switch boards within 3 metre range for input power and connecting Output power in the Scope of seller.

Buyer's Responsibility: Buyer will ensure well ventilated/covered site/room having requisite power points/distribution board to provide input power to UPS as well as to take out power from UPS within 3 metre of the location of UPS placement.

The above is not applicable for the stores supplied without installation and commisioning.

Note: The above is indicative and any incidental requirement related to above responsibilities shall also be considered in the responsibilities of Buyer/Seller as applicable.

Buyer Added Bid Specific Terms and Conditions/क्रेत द्वारा

जोडी 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

NOTE:1 - The Technical Specification and Scope of work enclosed with bid documents (Attached in Buyer Added Bid Specific ATC) 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.

NOTE:2- Participating firms must strictly quote prices as per Price Breakup (Excel Sheet) provide d in GeM bid at the time of Financial Bid.

Buyer Added Bid Specific ATC

The Bidder firm should meet following eligibility cr 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 UPS as per the Technical Specification and Scope of work.
- **II)** For other firm Experience and past performance: The bidder firm may be Manufacturer/Proven sup plier/Authorized dealer or distributor of tendered item or bidder may participate with manufacturing authoriz ation form (issued by manufacturer of tendered item).

Note: Participating bidder needs to submit all related documents along with the bid. In case, bidder is manuf acturer/Proven Supplier/Authorized dealer or distributor of tendered item, then bidder has to submit relevant document for the same. In case, bidder is not manufacturer/Proven Supplier/Authorized dealer or distributor of tendered item, then bidder has to submit manufacturing authorization form (issued by manufacturer of tendered item).

- **III) For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal of authorized re presentative) who is a successful past supplier of 'The Product' in at least one of the recent past three procur ements, who do not meet any or more of requirements above, would also be considered to be qualified in vie w of their proven credentials, for the maximum quantity supplied by him in such recent past. (This clause is n ot 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 c annot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner mu st comply with all the PQC criteria independently However, for the purpose of qualifying the Financial 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) Undertaking:-

a) "We M/s firm has not been blacklisted by Government of India/PSU/Any Reputed Organization in the

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

VIII) Note:

- a) The Indian agent on behalf of the Principal/OEM or principal/OEM itself can bid but both cannot bid simulta neously 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 al ong 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 f urther clarification may not be called for.
- e) "Anti-Bribery Management System (ABMS): By participating in this tender, the suppliers/Vendors/ Co ntractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any s uch incident happening, they shall report it to Vigilance."
- **IX) Delivery Schedule: -** The Supply shall be completed within three (03) months from the date of issue of Contract.
- **X) 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 Li quidated 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 whatso ever.
- XI) Payment Terms: Payment will be released Within 30 days after successful supply an d installation of items.
- **XII) Warranty: -** Warranty period of the UPS shall be as mentioned in the technical specification & scope of work (Clause 3-m).

XIII) 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 ma tch the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preferenc e 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.
- XIV) Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated $23^{rd}/24^{th}$ July 2020 (or any further amendm ents thereof) regarding eligibility of bidders from specified countries shall be applicable to this t

ender. 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 websi te 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 bid der 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 la nd 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 requirement s in this regard and are eligible to be considered."

b) In tenders for Turnkey contracts including works contracts, the successful bidder shall not be allo wed to s ub-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 In dustry 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 la nd 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 encl osed) 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 p erson or firm or company, including any member of a consortium or joint venture (that is an association of se veral persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of b idders 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, wh ether 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 s hares 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 to gether, 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 person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitle ment 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 nat ural 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 pers on 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 pe rson.
- **XV)** Clarification of Bids/Shortfall Documents: During the evaluation and comparison of bids, the purcha ser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be sou ght only once on GeM portal, asking the bidder to respond by a specified date/period (i.e. Seven days). If the bidder does not comply or respond by the date/period (i.e. within Seven days), his tender will be liable to be r ejected.

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 portal, the n the bidder can submit the Clarification / Shortfall Document through e-mail (e-mail id: purchase.isp@spmcil.com).

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

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

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 exem ption against Experience and Turnover Criteria only.	
2	Documentary evidence towards Capability as per clause I	
3	Documentary evidence towards experience as per clause	
4	Manufacturer Authorization/OEM authorization	
5	Documentary evidence towards PAN & GST Registration a s per clause V & VI	
6	Undertakings/Declarations as per clause VII) a) & b)	
7	Undertaking for Land border sharing criteria as per clause no. XIV	

8	Duly sealed and signed copy of complete technical specifications	
9	EMD	

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3. 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.

4. Warranty

Warranty period of the supplied products shall be 2 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. Certificates

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.

6. 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.

7. 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

8. 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.

9. 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.

10. 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.

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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---