



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5958997 Dated/दिनांक : 27-02-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिंड बंद होने की तारीख/समय	22-03-2025 15:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	22-03-2025 15:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance		
Department Name/विभाग का नाम	Department Of Economic Affairs		
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmcil)		
Office Name/कार्यालय का नाम	Janpath		
क्रेता ईमेल/Buyer Email	buyer30.spmcils.mh@gembuyer.in		
Total Quantity/कुल मात्रा	20		
ltem Category/मद केटेगरी	Procurement of Re-inforced Tear & Water resistant Paper in reel width of 41 cm, 150 GSM		
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Procurement of Re-inforced Tear & Water resistant Paper in reel width of 41 cm, 150 GSM		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Printing Offset Paper (V2) as per IS 1848 (Part 1)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	46 Lakh (s)		
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	46 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		

Bid Details/बिड विवरण			
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 *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/बिंड से रिवर्स नीलामी सक्रिय किया	No		
Type of Bid/बिंड का प्रकार	Two Packet Bid		
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	11585440		
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	232000

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अविध (महीने).	17

- (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)

## 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

- 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.

# Procurement Of Re-inforced Tear & Water Resistant Paper In Reel Width Of 41 Cm, 150 GSM ( 20 metric tonne )

(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

submitted.

Buyer Specification	
Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>

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

	S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	orting/Officer/ रेषिती /रिपोर्टिंग Address/पता number of days from contract start days/अनुबंध prarambh होने की तारीख से			contract start होने की तारीख से
	422101,India Security Press, Nashik Road Nashik , Maharashtra		Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए	
			Transfer d	1	1	30
				9	31	60
				10	61	120

# 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

## 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Tender Item Name- Procurement of Re-inforced Tear & Water resistant Paper in reel wi dth of 41 cm, 150 GSM Qty- 20 MT (+/-5%)

- I. Special conditions of Contract (SCC):
- 1) Packing and Marking: As per technical specifications of the bid document.
- 2) Inspection and Quality Control:-
- (i) The material supplied by the successful bidder will be accepted on manufacturer's test certificat e from its own laboratory or a NABL Accredited laboratory of repute conforming to all parameters as per technical specification of the bid document. The purchaser reserves the right to get the mat

erial supplied tested from in-house laboratory or any other NABL Accredited laboratory of repute a nd in case the material is found not meeting the specification, then the supplier will have to replac e the material free of cost to India Security Press, Nashik or the purchaser shall be entitled to canc el the contract, and if so desired, purchase or authorize purchase of the stores at the risk and cost of the contractor.

- (ii) Pre-despatch Inspection: At the discretion of the Chairman and Managing Director, Security Printing and Minting Corporation of India Limited or The Chief General Manager, India Security Pre ss, Nashik, Maharashtra, authorized official(s) will carry out Pre-dispatch inspection of the paper a t manufacture's site. Further during PDI inspection, parameters for which test facility is not available at firm's site, the same should be carried out either at SPMCIL lab (if facility available) or any oth er NABL certified lab at the discretion of the Chief General Manager, India Security Press, Nashik, Maharashtra. All expenses towards the travel, boarding, lodging, miscellaneous expenditure and daily allowance allowances shall be borne by the purchaser in the event that the purchaser is not able to depute its representative; it shall issue specific authorization to the supplier to dispatch the said material with waiver certificate.
- **3) Transportation of Domestic Goods:** The transportation of goods to be procured will be done by the supplier on FOR ISP Basis. The total cost of the transportation should also be indicated in the price bid of the item to be procured.
- **4) Warrantee Clause:** The warranty shall be applicable 12 (Twelve) months from the date of last supply/delivery.
- **5) Option Clause:** The purchaser reserve the right to increase the ordered quantity by 25% at an y time till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period.
- **6) Taxes and Duties**: If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.
- **7) Termination of Contract**: SPMCIL reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

### **II. Delivery Schedule:**

**a) Pilot/Pre-Production Sample**: Before effecting bulk supply, the supplier should supply at le ast 01 (One) MT paper for trial run on machines at India Security Press, Nasik Road within 30 days from the date of issue of Contract.

**Note: -** The bulk supply shall be supplied after receipt and acceptance of the pilot batch and PDI i n writing/email/fax from ISP.

- **b)** 1<sup>st</sup> lot of 09 MT to be supplied within 60 days from the date of issue of Contract.
- c) 2<sup>nd</sup> lot of 10 MT to be supplied within 120 days from the date of issue of Contract.

# **III. Quality Control Requirements:**

The material supplied by the successful bidder will be accepted on manufacturer's test certificate f rom its own laboratory or a NABL Accredited laboratory of repute conforming to all parameters as per specification as per technical specification of the bid document. The purchaser reserves the rig ht to get the material supplied tested from in-house laboratory or any other NABL Accredited labor atory of repute and in case the material is found not meeting the specification, then the supplier w ill have to replace the material free of cost to India Security Press, Nashik or the purchaser shall be entitled to cancel the contract, and if so desired, purchase or authorize purchase of the stores at the risk and cost of the contractor.

# IV. Qualification/ Eligibility Criteria:

# (1) Experience and past performance:

The Bidder (manufacturer or principal of authorized representative) should have manufactured an d supplied at least **08-MT** of **Re-inforced Tear & Water-resistant Paper** in any one of the last five years ending on 31st March 2024.

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

#### (2) Capability, equipment and manufacturing facilities:

i)The Bidder must have an annual capacity to manufacture and supply at least **08- MT** of **Re-info** rced Tear & Water-resistant Paper.

ii)The bidder has to submit the following details along with the bid: -

- a. Name of machine utilized to supply the quoted product.
- b. The number of machines being utilized for the production and capacity of each machine.
- c. Total annual capacity of the manufacturer.
- d. Supply orders in hand and proportionate capacity to supply quoted amount.

Note: i) At the discretion of the purchaser, the Capacity / Capability Assessment / Verification of bi dder / manufacturer firm(s) might be undertaken by Committee or through a third party Technical Consultancy / Inspection 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 Specific ation. The sample shall be collected by the nominated committee and machine trial shall be conducted at ISP, Nashik and capability assessment shall be finalized after machine trial.

### (3) Financial standing:

- a) The Average Annual Financial Turnover of the Bidder during the last three financial year s ending on 31.03.2024 should be at least **Rs. 46.34 Lacs** as per the annual report (audited bala nce sheet and profit & loss account) of the relevant period. Duly authenticated by a Chartered Accountant/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 n ot 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 exempt ed. However, its capacity and capability may be verified (if necessary) by the respective unit as per the standard format.

## V. Applicability in Special Cases

- 1) Authorized Representatives: Bids of bidders quoting as authorised representative of a princ ipal manufacturer would also be considered to be qualified, provided: i) their principal manufactur er meets all the criteria above without exemption, and ii) the principal manufacturer furnishes a le gally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and iii) the bidder hims elf should have been associated, as authorised representative of the same or other Principal Manu facturer for same set of services as in present bid (supply, installation, satisfactorily commissionin g, after sales service as the case may be) for same or similar 'Product' for past three years ending on '31/03/2022.
- 2) For Existing successful Past Suppliers: In case the bidder (manufacturer or principal of aut horised representative) who is a successful past supplier of 'The Product' in at least one of the rec ent past three procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past. (This clause is not applicable for Security Items as notified by Govern ment of India from time to time.)

**3) 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 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 leg al documents proving such ownership.

VI. Undertaking:-

a) "We M/sfirm 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 T erms and conditions of the document including the technical specifications."
c) The firm should provide undertaking towards acceptance of terms mentioned at Clause No. 6 W ritten Guarantee of Technical Specifications given in bid document.
VII. 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 pro curement whether of goods, services (including consultancy services and non-consultancy services) or work (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any 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) 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 hereinbefore, including any agency branch or office controlled by such 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 register

ed 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 twent y-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 man agement or policy decisions including by virtue of their shareholding or management rights or shareholders agreements 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 entitlem ent 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 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 de alings with third person.
- VI. [To be inserted in tenders for Work contracts, including Turnkey contracts] The successf ul 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 registered with the Competent Au thority.
- VII. The registration shall be valid at the time of submission of bid and at the time of accept ance 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 co untry which share a land border with India; I certify that this bidder is not from such a cou ntry or, if from such a country, has been registered with the Competent Authority. I hereby certify that the bidder fulfills all requirements in this regard and is eligible to be co nsidered. [ Where applicable, evidence of valid registration by the Competent Authority sh all be attached.]"

**VIII. Terms and Mode of Payment:** 100 % payment will be released within Thirty (30) days of i ssue of consignee receipt-cum-acceptance (CRAC) and on-line submission of bills. The payment will be done through online mode only. Therefore, the suppliers have to produce all the Bank details such as Name of Bank, Account No. IFSC Code No., MICR No. along with the Tender document. TD S, if, any, will be deducted as applicable.

**IX. Anti-Bribery Management System (ABMS):** By participating in this tender, the suppliers/V endors/ Contractors 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 such incident happening, they shall report it to Vigilance."

X. Bidder should quote prices inclusive of GST and all cost components such as Packing & Forwarding details, Freight & Insurance charges upto destination etc. on FOR India S ecurity Press, Nashik Road (Maharashtra), India, basis only.

**XI).** Clarification of Bids/Shortfall Documents: During the evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for cla rification shall be sought 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 S even 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 clarific ation at the initiative of the bidder shall be entertained.

Note: While submitting the Clarification/Shortfall Document any technical difficulty occurs on GeM portal, then the bidder can submit the Clarification / Shortfall Document through e-mail (e-mail id: <a href="mailto:purchase.isp@spmcil.com">purchase.isp@spmcil.com</a>).

The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfall inf ormation/ documents only in case of historical documents that pre-existed at the time of the Bid O pening, and which have not undergone change since then and does not grant any undue advanta ge to any bidder. As far as the submission of documents is concerned regarding qualification criter ia, after submission 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

d for to qualify the bidder.

# XII. The Bidder has to submit documents as per the following Check list as given below along with the Technical bid Documents:

Sr.No	Description
1	Documentary evidence towards <b>Experience and past performance criteria</b> as per <b>cl ause IV (1)</b> above.
2	Documentary evidence towards Capability, equipment and manufacturing facilitie s as per clause IV (2) above.
3	Documentary evidence towards <b>financial data i.e. audited Balance sheets and Pro fit &amp; Loss account statements</b> duly authenticated by a Chartered Accountant/ Cost A ccountant in India of last three financial years i.e. FY 2021-2022, FY 2022-2023 & FY 20 23-24 as per <b>clause IV (3)</b> above against Financial Standing criteria.
4	Compliance to <b>technical specifications</b> with sealed and signed by authorized signator y.
5	Manufacturer's authorization in case of participating authorized representative only
6	Documentary evidence towards copy of <b>PAN</b> of bidder
7	Documentary evidence towards <b>GST Registration Certificate</b> of bidder
8	Undertaking on firm's letter head given in clause VI & VII mentioned above.
9	Documentary evidence against submission of EMD.
10	Documentary/undertaking against Make in India Status i.e. being a Class I/ Class II suppli er
	with details of percentage.
11	MSE certificate/ Start up certificate if claiming for exemption against experience and tur nover
	criteria and EMD only.
12	Acceptance to all terms and conditions of bid document.

# 3. 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.

# 4. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 5. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 6. 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.

# 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---