



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/6121109 Dated/दिनांक : 23-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-05-2025 15:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	14-05-2025 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	15		
ltem Category/मद केटेगरी	PROCUREMENT OF TEAR AND WATER-RESISTANT PAPER IN TH SIZE OF 47 CM, 180 GSM		
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	PROCUREMENT OF TEAR AND WATER-RESISTANT PAPER IN TH SIZE OF 47 CM, 180 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 White Paper (V2) as per IS 1848 (Part 1) 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)	18 Lakh (s)		
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	18 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		

2

Maximum No. Of Bidders Amongst Which Order

May Be Split

Split Criteria based on which quantity will be distributed

India Security Press, Nashik reserves its right to conclude Bid Splitting/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 counter offered to L2 bidder and, if agreed, orders shall be placed at a ratio L1 : L2 = 70:30 of the total tendered quantity. Non acceptance of counter offer by L2, the same shall be counter offered to L3 and so on. In case of splitting in two and three firms, it shall be done in the ratio of 70:30, 50:30:20 respectively. b) However, Purchaser also reserves the right to place Purchase Order for the 100% tendered quantity on the lowest qualified bidder in case any of the L2, L3 and so on does not accept L1 rates. c) In case of only one eligible bidder, 100% quantity will be allocated to the eligible bidder.

MII Purchase Preference/एमआईआई खरीद वरीयता

	7
MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

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.

PROCUREMENT OF TEAR AND WATER-RESISTANT PAPER IN TH SIZE OF 47 CM, 180 GSM (15 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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>	
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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)		
1	Ravi Shankar Kushwaha	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
			1	1	30
			14	31	60

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TENDER ITEM NAME- PROCUREMENT OF TEAR AND WATER-RESISTANT PAPER IN TH SIZE OF 47 CM, 180 GSM QTY- 15 MT (+/-5%) ON DEVELOPMENT BASIS.

QUALIFICATION/ ELIGIBILITY CRITERIA

1. **Experience and past performance: The experience and Past performance Criteria is exe mpted.

Note: Already developed firms or firms who have already received development orders for the item (with whatever results) shall not be considered in such tenders.

- (a) Capability, equipment and manufacturing facilities:
- (i) The bidder must have an annual capacity to manufacture and supply at least 06 MT of similar type of Tear and Water-resistant Paper.
- **(b)** The bidder firm shall provide the following details with the bid documents:

- (i) Name of the machine(s) utilized to supply the quoted product.
- (ii) The number of machines being utilized for the production and the capacity of each machine.
- (iii) Total Annual Capacity of the Machine.
- (iv) Supply orders in hand and proportionate capacity to supply the quoted product.

Note:

- (i) At the discretion of the purchaser, the capacity/ capability Assessment/ Verification of bidder/ manufacturer firm(s) might be undertaken by Committee or through a third party Technical Consul tancy/ Inspection agencies to ensure that the firm is/ are identified and capable to develop and su pply the item/material/product as required. The capacity and capability may be verified (if necessa ry) by ISP as per the format of Capacity and Capability Assessment Form placed at Annexure- III of the Tender document. Capacity and capability Assessment form shall be signed by capacity verific ation Team and Bidders authorized representative for record purpose, the committee may take ph otographs during capacity verification at the Bidders Premises.
- (ii) All the Capacity/capability related data must be certified by the authorized signatory of the bid der firm.

(c) Financial standing:

- (i) **Average Annual Turnover**: The average annual financial turnover of the bidder during the la st three years, ending on '31 March 2024', should be at least Rs.17,57,404/- on 31st March 2024 a s per the annual report (audited balance sheet and profit & loss account) of the relevant period, d uly authenticated by a Chartered Accountant/Cost Accountant in India.
- (ii) a) The net worth of the Bidder should not be negative on 31st March 2024 and also
- b) should not have eroded by more than 30% in the last three years, ending on '31st March 2024'
- Note:- i) To ascertain this criteria the net worth of initial and last financial year shall be compared.
- ii) For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempte d. However, capacity and capability of the firm may be verified.
- iii) All the financial data has to be duly certified by certified accountants e.g. Chartered Accountant s (CA). The bidder has to submit a copy of audited financial documents (Balance sheets, Profit & L oss account statement, etc), or Audited Annual reports in support of clause no. 1(c) above

1. Applicability in Special Cases:

- (i) **Applicability to 'Make in India'**: Applicability to 'Make in India': Bidders (manufacturer or principal of authorised representative) If the product is being manufactured in India under a licens e from a foreign manufacturer who holds intellectual property rights and where there is a technolo gy collaboration agreement/ transfer of technology agreement for indigenous manufacture of a pr oduct developed abroad with clear phased increase in local content, and who while meeting all ot her criteria above, except for any or more of sub-criteria in Experience and Past Performance abov e, would also be considered to be qualified provided: i) their foreign manufacturer who holds intell ectual property rights, meets all the criteria above without exemption, and ii) the Bidder submits a ppropriate documentary proof for technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content. Iii) the bidder (manufacturer or principal of authorised representative) furnishes a long with the bid a legally enforceable undertaking jointly executed by himself and such foreign M anufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and p erformance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- (ii) **Joint Ventures and Holding Companies:** Credentials of the partners of Joint ventures can not (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, wi th appropriate legal documents proving such ownership.
- (iii) **Start-up Enterprises:** Requirements of prior experience and turnover would be relaxed for Start-up enterprises as recognised by Department for Promotion of Industry and Internal Trade (D PIIT), subject to their meeting the quality and technical specifications. Such Start-ups maybe eithe r MSE or otherwise.

2. <u>Undertaking(s):</u>

- (i) The bidder has to provide the undertaking that "We M/s. <Name of the firm> have n ot been black-listed/ debarred for dealing with any Govt. Organization / Public Sector U ndertaking (PSU) / Reputed Organization in the past".
- (ii) The firm should give undertaking that, "We M/s. <Name of the firm> agree to withdraw all the deviations, if any, unconditionally and accept all the Terms and condit ions of the document including the technical specifications".
- (iii) The bidder has to provide the undertaking that "We M/s. <Name of the firm> have re ad and accept all the terms & conditions of GIT & GCC of the Bid document"
- (iv) The bidder has to provide the undertaking that "We have read the clause regarding re strictions on procurement from a bidder of a country which shares a land border with I

ndia; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

3. Other Eligibility requirements for the Bidders:

- **4.1** The bidder shall submit Local Content details as per clause No. 9; Verification of Local content, of Public procurement (Preference to make in India) order 2017 No. P-45021/2/2017-PP(B E-II).
- **4.2** The bidder has to submit **Power of Attorney/ Authorization** indicating that authorized sig natory is competent and legally authorized to submit the tender and / or enter into legally binding contract on firm's letter head.

4.3 Manufacturer's Authorisation Letter (As per format given in Buyer uploaded ATC):

- **a)** 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 I d and Phone No. required to be furnished along with the bid.
- **b)** The bidder shall submit the manufacturer's authorization letter to this effect as per the standar d form provided in buyer uploaded ATC Uploaded document.
- **c)** One manufacturer can participate through one authorized agent or one agent can participate on behalf of one Principal Manufacturer only.
- **4.4** The application should be submitted in English Language. The authenticated copies of the doc uments in support of the applicant's claims must be submitted in **English language**.
- **4.5** Decision on Finalization of tender will be taken based on the documents submitted along with the tender. All documents must be submitted as per tender requirement failing which offers will be liable for rejection and no further correspondence will be made/ entertained for clarification after opening of the tender.
- **4.6** All experience, past performance and capacity/ capability related/ data should be certified by t he authorized signatory of the bidder firm.
- 4.7 Bidder firm shall submit the copy of PAN & GST Registration Certificate.
- **4.8** Certificate of Local Content against Make in India Order.
- 4.9 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.

4. **General Condition of Contract (GCC):**

- 5.1 Packing and Marking: As per Technical Specifications of the tender document.
- 5.2 **Transportation of Goods:** The transportation of goods to be procured will be done by the s upplier on FOR ISP Basis. The total cost of the transportation should be indicated in the price bid of the item to be procured.
- 5.3 **Inspection and Quality Control In** addition to clause No. 9 of GCC the following shall also be applicable: -
- i) The material supplied by the successful bidder will be accepted on manufacturer's conforming to all parameters as per specification as stated in Technical Specification. The material will be accept ed on manufacturers guarantee certificate to be sent to purchaser. If any defects observed or the material is found unsuitable, then the same will be returned to the supplier for free replacement u pto 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.
- ii) Pre-despatch Inspection: At the discretion of the Chairman and Managing Director, Security Prin ting and Minting Corporation of India Limited or The Chief General Manager, India Security Press, Nasik, Maharashtra, authorized official(s) will carry out Pre-dispatch inspection at manufacture's si te. All expenses towards the travel, boarding, lodging, miscellaneous expenditure and daily allow ance 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 T ear & Water resistant Paper 47 cm width, 180 GSM with waiver certificate.
- iii) The inspection procedure and the arrangement will be according to the contract agreed mutua lly between the supplier and the purchaser.

5.4 **Bid Splitting/Parallel contracts:**

India Security Press, Nashik reserves its right to conclude Bid Splitting/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 counter offered to L2 bidder and, if agreed, orders shall be placed at a ratio L1: L2 = 70:30 of the total tendered quantity. Non acceptance of counter offer by L2, the same shall be counter offered to L3 and so on. In case of splitting in two and three firms, it shall be done in the ratio of 70:30, 50:30:20 respectively.
- b) However, Purchaser also reserves the right to place Purchase Order for the 100% tendered q

uantity on the lowest qualified bidder in case any of the L2, L3 and so on does not accept L1 rates.

- c) In case of only one eligible bidder, 100% quantity will be allocated to the eligible bidder.
- 5.5 **Insurance:** A specific insurance cover for each consignment / supply is to be given by the fir m, as applicable.
- 5.6. **Warranty Clause:** The warranty shall be applicable 3 (Three) months from the date of last s upply/delivery.
- 5.7 **Taxes and Duties:** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc . incurred until delivery of the contracted goods to SPMCIL. 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.
- 5.8 **Terms and Mode of Payment:** Payment will be released within Thirty (30) days of issue of Consignee Receipt-cum Acceptance Certificate (CRAC) and submission of bills.
- 5.9 **Distribution of Dispatch Documents for Clearance/Receipt of Goods:** The supplier sha II send all the relevant dispatch documents well in time to ISP Nashik to enable ISP Nashik to clear or receive (as the case may be) the goods in terms of the contract.
- $5.10\,$ India Security Press, Nashik reserves the right to terminate the contract, in whole or in part for ISP's convenience, by serving written notice on the supplier at any time d uring the currency of contract.
- 5.11 If there is any change in policy of Government of India, Purchaser reserves the right to foreclose the order placed at any point of time with a written notice of one month in advance.
- 5.12. In case the supplier fails to supply the materials as per the tendered specification within the reasonable time-frame as decided by the unit, the contract may be cancelle d and Rejected sample shall not be returned.

5.13 Clarification of Bids/Shortfall Documents:

i. During the evaluation and comparison of bids, the purchaser may, at his discretion, ask the bid der for clarifications on the bid. The request for clarification shall be sought only once on GeM port al, 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 reject ed. 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, then the bidder can submit the Clarification/Shortfall Document through e-mail (e-mail id: p urchase.isp@spmcil.com).

ii. The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfal I information/ documents only in case of historical documents that pre-existed at the time of the Bi d Opening, and which have not undergone change since then and does not grant any undue adva ntage to any bidder. As far as the submission of documents is concerned regarding qualification cr iteria, after submission of the bid, only related shortfall documents shall be asked for and consider ed.

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

NOTE: The terms and conditions, guidelines of SPMCIL Procurement Manual Version 3.0 will be ap plicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SP MCIL Procurement Manual Version 3.0 for additional terms and conditions as per the links given be low:

GIT: https://spmcil.com/uploaddocument/GIT3.0.pdf

GCC: https://spmcil.com/uploaddocument/GCC3.0.pdf

5.14 **Pre-bid Conference:** The pre-bid conference will be held on **XX.XX.XXXX** at 11.00 hrs. IST. The prospective bidders interested to participate in this tender are requested to attend the pr e-bid conference for clarifications on Technical issues, at India Security Press, Nashik Road. The q ueries of pre-bid conference, if any, shall reach to CGM, ISP Nashik strictly on or before **XX.XX.XX XX** in writing by Fax/ mail **purchase.isp@spmcil.com**)

5.15 **Pre-Production Sample:**

- (a) The successful bidder(s) shall supply 01 MT of Tear and Water-resistant Paper as a pre-product ion sample. The bulk supply shall be supplied after suitability of Pre-production sample.
- **(b)** In case, the pre-production sample does not come upto the contract requirement, sufficient ch ances will be given to the successful firm(s) to improvements, in a transparent and equitable man ner. However, such chances will be given with a reasonable time frame & it shall not be open end ed.
- **(c)** The reasons of failure of sample of one bidder may be shared with all bidders while hiding the i dentity (without violating any Intellectual Property Rights (IPR) involved) of the Bidder of failed sa mple. In case the supplier fails to supply the materials as per the tendered specification within the

reasonable time-frame as decided by the unit, the contract may be cancelled.

- 5.16 **Liquidated Damages:** Being a Development Tender, the Liquidated Damages clause is not applicable. However, the successful firm(s) shall supply the material as per delivery schedule given the Tender/ Purchase Order(s).
- 5. DELIVERY SCHEDULE FOR TEAR AND WATER-RESISTANT PAPER IN TH SIZE OF 47 C M, 180 GSM: Required Quantity :15 MT.

Sr. No.	Require quantity	Delivery period
01	The pilot batch of 01 MT Paper within 30 days from the	01 to 30 days
	date of receipt of LOI/PO	
02	Remaining quantity 14 MT Paper.	31 to 60 days

- **6.** The bidder has to submit the acceptance of ISP Delivery Schedule on letter head.
- **7.** The bidder has submit the acceptance of ISP Technical Specification on letter head.
- 8. Ministry of Finance, Department of Expenditure, Public Procurement Division, Ord ers (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countri es shall be applicable to this tender. Bidders are required submit the appropriate unde rtaking in this regard. Salient features of this are:
- (i) Any bidder from a country which shares a land border with India (excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard.

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

(ii) In tenders for Turnkey contracts including works contracts, the successful bidder shall not be all owed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall e nclose following certificate:

"We have read the clause regarding restrictions on procurement from a bidder of a country which

shares a land border with India and on sub-contracting to contractors from such countries,; and so lemnly certify that we are not from such a country or, if from such a country, we are registered with Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regards and are eligible to be considered."

- (iii) "Bidder" including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (iv) "Bidder from a country which shares a land border with India" for the purpose of this Order me ans:-
- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in suc h a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- (v) The beneficial owner for the purpose of (III) above will be as under:
- a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.
- b) Explanation:
- (1) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five p er cent of shares or capital or profits of the company.
- (2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen 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 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 r elevant 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 auth or of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and a ny other natural person exercising ultimate effective control over the trust through a chain of cont rol or ownership.
- (vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

9. <u>BIDDER MUST SUBMIT REQUIRED DOCUMENTS ALONG WITH BELOW MENTIONED C</u> HECKLIST-

Sr. No.	Description	Submi-tted
1.	Documentary evidence towards Capability, equipment and manufacturing facilities as per clause 1 (a) mentioned under Buyer Added <u>Bid Specific</u> ATC	
2.	Documentary evidence towards Financial Standings as per clause 1(c) mentioned under Buyer Added Bid Specific ATC	
3.	Undertaking/Declaration as per Clause 3 mentioned under Buyer Added Bid Specific ATC.	
4.	Local Content details as per clause No.4.1. mentioned under Buyer Added Bid Specific ATC.	
5.	Power of Attorney/ Authorization as per clause No.4.2 mentioned under Buyer Added Bid Specific ATC.	
6.	Copy of PAN & GST Registration Certificate as per clause No.4.7 mentioned under Buyer Added Bid Specific ATC	
7.	Adherence to the Acceptance of Requirement of 2,00,000 sheets of Cotton Fabric Based Passport Cover <u>Material as</u> per Clause 6 mentioned under Buyer Added Bid Specific ATC.	
8.	Acceptance of ISP Delivery Schedule on letter head.	
9.	Acceptance of ISP Technical Specification on letter head.	
10.	Copy of GeM bid documents duly sealed & Signed by authorized signatory of bid document.	

2. 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.

3. 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.

4. 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.

5. 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.

6. 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

7. 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 Road

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

8. 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.

9. 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.

10. 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---