

## Bid Corrigendum

GEM/2025/B/6058457-C5

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

### Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity 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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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. Bidders can also submit the EMD with Account Payee Demand Draft in favour of India Security Press A Unit of SPMCIL payable at Nashik.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
3. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C India Security Press A Unit of SPMCIL.  
The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date.
4. Bidders can also submit the EMD with Banker's Cheque in favour of India Security Press A Unit of SPMCIL payable at Nashik.  
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
5. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of India Security Press A Unit of SPMCIL payable at Nashik.  
After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
6. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of India Security Press A Unit of SPMCIL A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in

favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

7. Buyer Added text based ATC clauses

**NOTE: The bidder shall strictly participated considering the technical specification of the GeM bid.**

**The bidder shall participate strictly as per the technical specification and Corrigendum for the changes made in the technical specification of the bid. The same is enclosed in the Buyer uploaded ATC document of the bid.**

**Buyer Added Bid Specific ATC**

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

**I) Experience and Past Performance:** - The Bidder should have Supplied, Installed, Tested, commissioned at least one number of Artificial Intelligence based X Ray Baggage Inspection System with same or higher specification in the last five years ending on 31.03.2024. At least one number of the product offered for supply should be in successful operation for at least one year on the date of bid opening.

**Note:** i) Copies of PO's and completion/experience certificates issued by customers to be provided in support of above.

ii) Start-ups and Micro and small Enterprises are exempted from Experience and Past Performance criteria. In case any bidder is seeking exemption from Experience and Past Performance criteria, the supporting documents to prove his eligibility for exemption must be submitted for evaluation.

**II) Capability-Equipment & Manufacturing Facilities:** The bidder firm must have an annual capacity to manufacture and supply at least one number of Artificial Intelligence based X Ray Baggage Inspection System.

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

**III) Financial Standing: -**

a) The Average annual financial turnover of the bidder during the last three years, ending on 31.03.2024 should be at least Rs. 14,40,000/- as per the annual report (audited balance sheet and profit & loss account of FY 2021-22, 2022-23 & 2023-24) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

i) The net worth of the Bidder should not be negative on 31.03.2024 and also

ii) should not have eroded by more than 30% in the last three years, ending on 31.03.2024.

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

**Note 2: For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempted.**

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

**V) 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 on

e of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

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

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

**VIII) Manufacturer's authorization letter:** In case the bidder firm/ Bidder offers to supply of the Artificial Intelligence based X Ray Baggage Inspection System which is manufactured by some other firm, the Bidder has to be duly authorized by the manufacturer of the stated plant to quote for and supply and install the same to India Security Press, a unit of SPMCIL.

**IX) Undertaking:-**

a) We M/s \_\_\_\_\_ firm has not been blacklisted by Government of India/PSU/Any reputed organization in the past."

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

c) The bidder has to provide the undertaking that "We have read and accept all the terms & conditions of GIT & GCC of the Bid document".

Link to GIT & GCC are as follows:-

(i) <https://spmCIL.com/uploaddocument/GIT/new.pdf>

(ii) <https://spmCIL.com/uploaddocument/GCC/new.pdf>

**X) Note:**

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

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

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

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

e) **"Anti-Bribery Management System (ABMS):** *By participating in this tender, the suppliers/Vendors/ Contractors are deemed to have undertaken that they shall not give or take, any financial or non-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."*

**XI) Pre-Delivery Inspection:** - The bidder must have to arrange for pre-delivery inspection for AI based X-Ray Baggage Inspection System within 21 days from the date of issue of PO. Bidder has to give PDI call to ISP at least 7 days before the date of PDI. The Pre-Delivery Inspection (PDI) will be carried out at manufacturer's facility / OEM by one or Two representative of the ISP management and by one or two representative of CISF preferably a screener / X-BIS Operator nominated by CISF for two days and the expenditure involved in their travelling, lodging & boarding will be borne by the ISP. PDI will be as per MHA Directive dated 08 September 2016 for Small and also following will be check:

1. Troublefree operation of both AI based XBIS machine.

2. Performance of machine must be as per technical specification.

3. Checking Throughput, overall imaging quality, imaging tools, image saving and retrieval, recalling a minimum of 30 or more previous images steel penetration, wire detectability, contrast sensitivity, scanning speed, maximum dimensions of target to be scanned, operator environment, daily log of events, report generation, CTP Testing (Testing 1 to 6) with Method mentioned on point no 50 etc.

4. Single wire resolution: 40 SWG,
5. Useful penetration: 30 SWG under second wedge,
6. Material discrimination: Sugar (orange) & salt (green),
7. Simple penetration: lead strip visible till 35mm,
8. Special resolution: Vertical & Horizontal copper gratings visible clearly,
9. Thin Metal Imaging: 0.1 mm metal should be visible etc

**XII) Delivery Schedule:** - The AI based X-Ray Baggage Inspection System must be delivered in ISP store within 21 days from the date of PDI. Its ITC must be completed within 7 days from the date of receipt of material in store. FAT will be for 7 working days after ITC in presence of bidder, CISF and ISP representative. During FAT, Following will be observe:

1. Troublefree operation of both AI based XBIS machine.
2. Performance of machine must be as per technical specification.
3. Checking Throughput, overall imaging quality, imaging tools, image saving and retrieval, recalling a minimum of 30 or more previous images steel penetration, wire detectability, contrast sensitivity, scanning speed, maximum dimensions of target to be scanned, operator environment, daily log of events, report generation, CTP Testing (Testing 1 to 6) with Method mentioned on point no 50 etc.
4. Single wire resolution: 40 SWG,
5. Useful penetration: 30 SWG under second wedge,
6. Material discrimination: Sugar (orange) & salt (green),
7. Simple penetration: lead strip visible till 35mm,
8. Special resolution: Vertical & Horizontal copper gratings visible clearly,
9. Thin Metal Imaging: 0.1 mm metal should be visible etc.

Its operation and troubleshooting training must be provided to CISF personal and ISP representative for 5 days at ISP site.

### **XIII) Performance Security:**

**a. For SITC of AI Based X ray baggage system:** The GeM contract will be placed for SITC of AI based X-ray baggage system along with one-year standard comprehensive warranty and 4-year CAMC post completion of standard comprehensive warranty. But, initially the work to be executed for SITC of AI Based X ray baggage system along with standard one-year comprehensive warranty. Hence, the successful bidder must submit performance security amounting to 3 % of the total order value of SITC of AI Based X ray Baggage System.

**b. For CAMC of AI based Xray baggage system:** After Successful FAT and handover of the system to ISP and completion of standard one-year comprehensive warranty, a separate PO will be issued to the firm from ISP's end for the CAMC of AI based X-ray baggage system for 4 years from the date of completion of standard one-year comprehensive warranty. The firm has to submit applicable amounting to 3% of the total order value of CAMC of AI based Xray baggage system in the form of Account Payee demand draft drawn on any scheduled commercial bank in India, in favor of India Security Press A Unit of SPMCIL payable at Nashik or in the form of Bank Guarantee valid for a period of 60 days beyond the date of completion of contractual obligations of the order.

**c. The said performance security needs to be submitted prior to the expiry i.e. at least 60 days prior to expiry of the previous performance security submitted against SITC of AI based X-ray baggage system along with one-year standard comprehensive warranty.**

**d. In case, it is not submitted within the due date as stated above, ISP Nashik reserves the right to forfeit the previous performance security submitted against SITC of AI based X-ray baggage system along with one-year standard comprehensive warranty.**

**XIV) Warranty Required:-** Bidder / OEM has to bid with standard one year comprehensive warranty after successful FAT and handover to ISP + 4 Years comprehensive AMC after expiry of comprehensive warranty for all complete system including UPS, battery and Voltage Stabilizer etc.

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

**XVI) Payment Terms: -** a. For SITC:- 100% will be released within 30 days after successful FAT of SITC of AI based X-Ray Baggage Inspection System with standard one year comprehensive warranty.

b. During CAMC:- The 100% payment shall be made within 30 days on completion of every quarter after successfully carrying out of the routine maintenance and attending of breakdown/service calls during that quarter of CAMC along with satisfactory report by the ISP authority.

**XVII) Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23<sup>rd</sup>/ 24<sup>th</sup> July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Bidders are required submit the appropriate undertaking in this regard. Salient features of this are:**

a) Any bidder from a country which shares a land border with India (excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard.

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

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

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

c) "Bidder" including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a procurement process.

d) "Bidder from a country which shares a land border with India" for the purpose of this Order means:- a) An entity incorporated, established or registered in such a country; or

- i) A subsidiary of an entity incorporated, established or registered in such a country; or
- ii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iii) An entity whose beneficial owner is situated in such a country; or
- iv) An Indian (or other) agent of such an entity; or
- v) A natural person who is a citizen of such a country; or
- vi) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

ii) Explanation:

(1) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

(2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of Capital or profits of the partnership.

(3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

#### **XVIII) Note regarding MSE and MII purchase preference:**

##### **For MSE Purchase Preference:**

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

##### **For MII Purchase Preference:**

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

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

b) If L1 is not 'Class-I local supplier' the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference i.e. L1+20% band, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

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

**XIX) 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 clarification 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 Seven days), his tender will be liable to be rejected.

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

**Note:** While submitting the Clarification/Shortfall Document any technical difficulty occurs on GeM portal, then the bidder can submit the Clarification / Shortfall Document through e-mail (e-mail id: [purchase.isp@spmcl.com](mailto:purchase.isp@spmcl.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 have not undergone change since then and does not grant any undue advantage to any bidder. As far as the submission of documents is concerned regarding qualification criteria, 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 for to qualify the bidder.

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

Sr. No.	Description	Submitted / Not Submitted
1	MSE Certificate / Start Up Certificate if claiming for exemption against Experience and Turnover Criteria only.	
2	<u>Documentary evidence</u> towards Experience as per clause I	
3	Documentary evidence towards Capability as per clause II	
4	Documentary evidence towards Financial Standing as per clause III	
5	Documentary evidence towards PAN & GST Registration as per clause VI & VII	
6	Undertakings/Declarations as per clause IX) a), b) and c)	
7	Manufacturer Authorization as per clause VIII	
8	Duly sealed and signed copy of <b>Complete Technical specifications</b>	
9	Undertaking for Land border sharing criteria as per clause no. XVII	
10	Completely sealed and signed copy of Bid document without any deviation	
11	EMD	

8. Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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