

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	09-06-2025 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	09-06-2025 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Finance
<b>Department Name/विभाग का नाम</b>	Department Of Economic Affairs
<b>Organisation Name/संगठन का नाम</b>	Security Printing And Minting Corporation Of India Limited (spmci)
<b>Office Name/कार्यालय का नाम</b>	Janpath
<b>क्रेता ईमेल/Buyer Email</b>	buyer59.spmcils.mh@gembuyer.in
<b>Total Quantity/कुल मात्रा</b>	30000
<b>Item Category/मद केटेगरी</b>	Procurement of Spool Type Corrugated Boxes.
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	Spool type Corrugated Boxes,
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Corrugated Boxes, Customised Envelopes, Corrugated Fibreboard Boxes, Corrugated Box for A.P. Mine, 55-Meter Spool -OFB, Corrugated Fibreboard Boxes - Secondary packaging, Corrugated Fibreboard Boxes - Heavy Duty, MIG WELDING WIRE, European Pattern Toilet Seat Vitreous China, modular electrical enclosure switch board boxes for modular type accessories, Box type PP Bag for Postal Deptt
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Corrugated Boxes</li> </ul>
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	1 Year (s)
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/</b>	Yes

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	2640000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Chief General Manager  
India Security Press A Unit Of SPMCIL  
(India Security Press A Unit Of Spmcil)

**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**Reserved for MSE**

Reserved for MSE	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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {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 and delivery acceptance certificates like CRAC 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.

4. 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.

5. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, 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 to participate in this bid. 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 based on documentary evidence submitted, while evaluating the bid. 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.

6. 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.

## Procurement Of Spool Type Corrugated Boxes. ( 30000 pieces )

**(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	<a href="#">Download</a>
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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 प्रारम्भ 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
			6000	46	75
			6000	76	135
			6000	136	195
			6000	196	255
			6000	256	315

### 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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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. 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.

## 3. 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.

## 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### Buyer Added Bid Specific ATC

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

**I) For MSE/Start-up firm: Capability -** Equipment & Manufacturing Facilities: The bidder firm should have capability to manufacture and supply at least 12,000 Nos. of Corrugated Boxes Spool T type Corrugated Boxes in Size of 430mm X 310mm X 310mm.

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

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

### IV) Undertaking: -

- a) The bidder has to provide the undertaking that **"We M/s. <Name of the firm> have not been blacklisted by Government of India in the past"**.
- b) The bidder has to provide the undertaking that **"We M/s. <Name of the firm> agree to withdraw all the deviations, if any, unconditionally and accept all the Terms and conditions of the document including the technical specifications."**

**V) 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.

**VI) Payment Terms:** - The payment terms are 100% within 30 days after successful supply and acceptance of the item by ISP.

**VII) 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 there after and if they notice any such incident happening, they shall report it to Vigilance."

**VIII) 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 so 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 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 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.

**A. Technical Specifications:** - for Corrugated Boxes in the Size of 430 MM (L) X 310 MM (W) X 310MM (H)

**(Below Technical Specifications (along with drawing provided Under "Buyer Specification".) shall be submitted on firm's Letter Head as a token of acceptance)**

#### **SPECIFICATION OF CORRUGATED BOX**

##### **1) Size of Box**

Length= 430 mm  $\pm$  2mm

Width= 310 mm  $\pm$  2mm

Height= 310 mm  $\pm$  2mm

##### **2). Characteristics of Corrugated Box**

1) 5 ply Broad flute. Flute direction should be vertical.

2) Paper to be used: 290 GSM Liner Kraft paper A grade

- 3) Bursting Strength of the Board: Min 35 kg/cm<sup>2</sup>
- 4) Adhesive to be used: Very strong enough to hold 60 kgs. with double stapling.
- 5) Compression strength: 500 Kgs. (Empty Box)
- 6) General Workmanship & Finish shall be good throughout.

**3). Test Report: -**

The supplier shall submit Test reports along with each batch of supply, as per specification to ISP.

**B. Pre-Dispatch Sample and Delivery Schedule & Quality Control Requirement (To be submitted on firm's Letter Head as a token of acceptance):-**

**1) Pre-Dispatch Sample: -** A Sample of 01 Box is to be submitted free of cost for approval, before bulk Supply. Sample must be submitted within 30 days of issue of GeM contract date and within 15 days suitability status shall be confirmed.

**2) Delivery Schedule: -** Bulk Supply: After sample suitability, the delivery schedule will be as under.

- I). 1st lot 6000 Boxes within 75 days from the date of issue of Supply order GeM Contract.
- II). 2nd lot 6000 Boxes within 135 days from the date of issue of Supply order GeM Contract.
- III). 3rd lot 6000 Boxes within 195 days from the date of issue of Supply order GeM Contract.
- IV). 4th lot 6000 Boxes within 255 days from the date of issue of Supply order GeM Contract.
- V). 5th lot 6000 Boxes within 315 days from the date of issue of Supply order GeM Contract.

**3)** Each of the above delivery shall be proportionally placed as per parallel contract/bid splitting condition.

**4) Quality Control Requirement: -**

(i) The material supplied by the successful bidder will be accepted on all parameters as per specification provided in the Bid Document. The purchaser reserves the right to get the material supplied tested from in-house laboratory or any other laboratory of repute and in case the material is found not meeting the specification, the purchaser shall be entitled to cancel the contract, and if so desired, purchase or otherwise the purchase of the stores at the risk and cost of the contractor.

(ii) After receipt of goods, the goods will be inspected/tested at ISP. If any defect/variation is noticed then the same will be replaced free of cost by the supplier/seller up to India Security Press, Nas



Nashik Road, failing which equivalent amount of defective material will be deducted in the subsequent bills or from any amount due to them.

### **C. Special Conditions of Contract (SCC):**

1) Transportation of 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 be indicated in the price bid of the item to be procured.

2) Insurance: Since Indigenous bidder has to deliver the material on FOR ISP Nashik basis therefore the cost of the insurance will also be the part of the cost of the material borne by the supplier. A specific insurance cover for each consignment/supply is to be given by firm, as applicable.

3) Distribution of Dispatch Documents for Clearance/Receipt of Goods: The supplier shall 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.

4) 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) Terms and Mode of Payment: 100% payment will be released within thirty (30) days of issue of consignee receipt-cum-acceptance certificate (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. TDS, if any, will be deducted as applicable.

6) Bid Splitting/Parallel Contract: India Security Press, Nashik reserves its rights to conclude Bid Splitting/Parallel Contract with more than one bidder (maximum upto Three bidders for the same tender) without any prejudice to the capacity of the L1 bidder. In case of splitting in three, the ratio of 70:30 will be used.

### **7) NOTE:**

i. All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm.

ii. 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.

iii. All the pages submitted are to be sealed & signed by Authorised Signatory failing which tender shall be treated as unresponsive.

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

Sr. No.	Description	Submitted / Not Submitted
1.	Documentary evidence towards Capability as per clause I)	

2.	MSE Certificate / Start Up Certificate if claiming for exemption against Experience Criteria.	
3.	Documentary evidence towards PAN & GST Registration as per clause <b>II) &amp; III)</b>	
4.	Undertakings/Declarations as per clause <b>IV) a),b)</b>	
5.	Adherence to the Technical Specification on firm's Letter Head, as per Clause 'A' mentioned under Buyer Added Bid Specific ATC	
6.	Adherence to the Pre-Dispatch Sample and Delivery Schedule & Quality Control Requirement on firm's Letter Head, as per Clause 'B' mentioned under Buyer Added Bid Specific ATC.	
7.	Adherence to the Special Conditions of Contract (SCC) on firm's Letter Head, as per Clause 'C' mentioned under Buyer Added Bid Specific ATC.	
8.	Certificate of Local Content.	

#### **X) 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.

#### **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 [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.

**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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---