



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4828033  
Dated/दिनांक : 26-04-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-05-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-05-2024 11:30:00
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 (spmci)
Office Name/कार्यालय का नाम	Janpath
Total Quantity/कुल मात्रा	60
Item Category/मद केटेगरी	Foil Cutter for Die Punching Machine (Q3)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 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
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	40 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

**Bid Details/बिड विवरण**

<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	22000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	9

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

Security Printing Press, Hyderabad  
Mint Compound, Saifabad, Hyderabad. (A unit of SPMCIL, New Delhi)  
(Security Printing Press, Hyderabad)

**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	Detailed in ATC.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता
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Yes
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### **MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता
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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 {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company 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.
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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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.
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.

7. 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 / Public Listed Company. 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.

### Foil Cutter For Die Punching Machine ( 60 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 )		
			Quantity/मात्रा	Delivery to start after/प्रारम्भ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
1	Mallela Krishnareddy	500063,Security Printing Press(SPP) Mint Compound, Saifabad Hyderabad , Telangana			
			20	0	30
			20	30	60
			20	60	120

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

##### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

##### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Security Printing Press, Hyderabad  
payable at  
Security Printing Press, Hyderabad

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. **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 (Name of the Buyer). 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. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

Security Printing Press, Hyderabad  
payable at  
Security Printing Press, Hyderabad

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. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Security Printing Press Hyderabad  
Account No.  
201003481418  
IFSC Code  
INDB0000004  
Bank Name  
IndusInd Bank  
Branch address  
1-8-448, Sardar Patel Road, Begumpet, Secunderabad-500003

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 6. **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.

### 7. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **(I) Special Conditions of Contract (SCC):-**

**(1) Bid Splitting/Parallel Contract:-**

(a) The Purchaser reserves the right to place 100% quantity on lowest qualified bidder. However, the Purchaser also reserves the right to place parallel contracts on one or more firms without any prejudice to the capacity of the L1 bidder, as given below. The provision of parallel contract is as under:-

- i. Bidder firm should not quote for less than 25% of the tender quantity; otherwise their offer would be considered as unresponsive. However, the evaluation will be made based on eligibility criteria.
- ii. The rate quoted by L1 bidder will be counter offered to L2 bidder, without prejudice to the capacity of the L1 bidder and if agreed orders shall be placed in the ratio of L1:L2 = 70:30 of the total tendered quantity. In case of non-acceptance of the counter offer by L2 bidder, a similar offer shall be made to L3, L4 and so on at the sole discretion of the purchaser.
- iii. 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.
- iv. In case of only one eligible bidder, the quantity will be allocated on the basis of quoted quantity or 100% of the tendered quantity, whichever is less.

(b) Purchase Preference shall also be considered as per Govt. of India MSE Policy & Make in India Policy orders and accordingly the quantity will be splitted.

**(2) Liquidated Damages:** Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply. In all such cases GST would also be applicable on LD.

**(3) Licenses and Permits:** Wherever applicable, the successful bidder shall ensure himself and also satisfy the Chief General Manager, Security Printing Press, Hyderabad, a Unit of Security Printing And Minting Corporation of India Limited, that the successful bidder possesses the legal licence / permit to use a particular product / process /design / patent. The successful bidder shall be held responsible for all the civil/criminal and tortuous consequences arising from any claim from any third party in this regard.

**(4) Risk Purchase:** (a) If the supplier after submission of tender and due acceptance of the same i.e. after issue of Contract Order fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:

i: Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores/services from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier along with other incidental charges, including taxes, insurance etc.

In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed onto the supplier.

**(5) Tender cancellation:** The Chief General Manager, Security Printing Press, Hyderabad, India reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

**(6) Termination of Contract:** Security Printing Press, Hyderabad reserves the right to terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the SPMCIL on account of such termination of the contract or variation in the quantity.

**(7) Cancellation of Contract for Default:** Without prejudice to any other remedy for breach of contract, like removal from the list of registered supplier, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:

(i) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted.

(ii) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.

**(8) Termination of Contract for Convenience:** After placement of contract, there may be some unforeseen situation compelling SPMCIL to cancel the contract. In such a case, a suitable notice is to be sent to the supplier for cancellation of the contract, in whole or in part, for its (SPMCIL#s) convenience, inter alia, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the supplier may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect are to be incorporated in the tender document as well as in the resultant contract.

**(9) PVC Clause:-** No Price Variation will be permitted.

**(10) Warrantee Clause:** Warranty applicable for 3 months from the date of last supply.

**(11) Price Adjustment Clause:** No Price Adjustment allowed.

(12) Any dispute in the matter will be under Hyderabad (Telangana) Jurisdiction only.

(13) No revised quotation will be permitted during the validity of the bid and no conditional bid shall be accepted.

**(II) Delivery Schedule:-**

- (1) 1<sup>st</sup> lot of 20 nos should be supplied within 30 days from the date of issue of Contract Order.
- (2) 2<sup>nd</sup> lot of 20 nos should be supplied within 60 days from the date of issue of Contract Order but strictly after the supply of 1st lot.
- (3) 3<sup>rd</sup> lot of 20 nos should be supplied within 120 days from the date of issue of Contract Order but strictly after the supply of 2<sup>nd</sup> lot.

Note:

(a) The above Delivery Schedule may be changed in case of any operational exigencies.

(b) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform SPP, Hyderabad in writing about the same and its likely duration and make a request SPP, Hyderabad for extension of the delivery schedule accordingly. On receiving the supplier's communication, SPP, Hyderabad shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

(c) The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to SPP, Hyderabad for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against SPP, Hyderabad.

(d) Vendor is responsible for unloading of their material at Stores of Security Printing Press, Hyderabad.

**(III) Quality Control Requirements:-**

The material will be accepted strictly as per Buyer Specifications. If any defects are observed or the material / service found unsuitable, then the same will be rejected and replaced the same at supplier's / Service Provider's own risk and cost.

**(IV) Payment terms:-** Payment will be made after receipt & acceptance of material by consignee as mentioned in Delivery schedule. No payment shall be made for rejected material.



Note: SPPH GST No. 36AAJCS6111J1Z9 should be mentioned in all the tax invoices and bills.

**(V) Qualification/Eligibility Criteria:-**

(1) The bidder firm should meet following eligibility criteria to qualify:-

(a) For MSE/Start-up firm: Capability - Equipment & Manufacturing Facilities: The bidder firm should have capability to manufacture and supply of tendered item.

(b) For other firm - Experience and past performance: The bidder firm may be Manufacturer/Proven supplier/Authorized dealer or distributor of tendered item or bidder may participate with manufacturing authorization form (issued by manufacturer of tendered item).

Note: In case of participating as an agent with authorization from manufacturer then the bidder has to submit Earnest Money Deposit as applicable & also cannot avail exemption for Experience.

Participating bidder needs to submit all above related documents along with the bid.

**(2) Instructions for bidders:-**

- (i) At the discretion of the purchaser, the Capacity/Capability Assessment/Verification of bidder/ manufacturer firm(s) might be undertaken by Tender Evaluation Committee or through a third party Technical Consultancy/ Inspection agencies to ensure that the firm is/are identified and capable to supply the item/material/product as required.
- (ii) Bidders have to furnish stipulated documents in support of fulfilment of Eligibility Criteria. Decision on finalization of tender will be taken based on the documents submitted along with the tender.
- (iii) The credentials regarding experience and past performance to the extent will be verified by Security Printing Press, Hyderabad. All the data pertaining to Experience, Capability should be of principal manufacturer.
- (iv) The bidder has to submit Power of Attorney/ Authorization indicating that authorized signatory is competent and legally authorized to submit the tender and / or enter into legally binding contract.
- (v) The Security Deposit/EMD documents viz., Bank Guarantee, Demand Draft / Fixed Deposit Receipt must be in the printed form in favor of "Security Printing Press, Hyderabad." Any handwritten documents will not be accepted.

**(2) Manufacturer Authorization Letter:-** In case the bidder offers to supply subject material which is manufactured by some other firm, the bidder has to be duly authorized by the manufacturer of the stated m

aterial to quote for and supply the same to Security Printing Press, a unit of SPMCIL. The bidder shall submit the manufacturer's authorization letter to this effect. There can be only one bid from the principal manufacturer directly or one agent on his behalf.

(3) The bid is for manufacturers and suppliers who have proven capacity, capability and experience. This is not a Development Order.

**(VI) Applicability in Special Cases:-**

**(1) For newly developed firms of this material:** In case, of if newly developed firms (newly developed sources during this 3-year period of Development Commitment) who have completed the Development Orders of SPPH with +/-5% tolerance, participate in this tender, then 20% out of the total required quantity of tender shall be reserved for newly developed firms subject to matching L1 rate.

(2) Newly developed firms of SPPH for this material are exempted from the above eligibility criteria point no.V(1) i.e. Experience & Past Performance.

(3) If the rates quoted by a newly developed firm are lower than L1 rates of already developed firms - and its performance is considered reliable capable and satisfactory, Tender Evaluation Committee may take a decision to place an order upto 50% on such newly developed firms.

**(4) For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of subject material 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 them in such recent past. ( This clause is not applicable for Security Items as notified by Government of India from time to time.)

**(5) Joint Ventures and Holding Companies:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

**(6) Applicability to 'Make in India':** Bidders (manufacturer or principal of authorised representative) If the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content, and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided: i) their foreign manufacturer who holds intellectual property rights, meets all the criteria above without exemption, and ii) the Bidder su

mits appropriate 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 along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

(7) Relaxation may also be given under Order No P-45021/2/2017-B.E.-II dt: 15.06.2017 for Public Procurement (Preference to Make in India) issued by Ministry of Commerce and Industry, Department of Industry and Internal Trade (Public Procurement Section), and Order No 6/18/2019-PPD dt: 23.07.2020 for prior registration on procurement from bidders from a country or countries on ground of Defence of India and National Security, issued by Ministry of Finance, department of Expenditure (Public Procurement Division).

**(8) Important instructions for "Local Supplier":-**

a) Minimum Local Content: The local content requirement to categorize a supplier as 'Class-I Local Supplier'/'Class-II Local Supplier'/'Non-Local Supplier' shall be as defined in the Para"2" of the Order No. P-45021/2/2017-PP(BE-II) dated 04th June,2020 issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.

b) Verification of Local Content: i) The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

ii) In cases of Procurement for a value in excess of Rs.10 Crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage (%) of local content.

**(VII) Documents to be submitted in Technical bid:-**

The bidder has to submit the documents as per following Checklist with authorized seal and signatory of the firm:-

Sl. No	Description (Checklist)
1	Documentary evidence against submission of EMD.
2	Documentary evidence (Purchase Orders, Invoices etc.) towards Experience and Past Performance/Capability as detailed above in point no.(V)(1).
3	Compliance of Technical Specifications with authorized seal and signature of the firm.

4	Manufacturer's Authorization letter if applicable
5	Complete bid document with authorized seal and signature of the firm as an acceptance towards all terms and conditions.
6	Valid MSE certificate/ Start up certificate if claiming for exemption against Experience and EMD only.
7	Non-Blacklist Declaration:- The firm should not have been blacklisted/debarred for dealing by Government of India/ State Government / PSU / SPMCIL / RBI / BRBNMPL / BNPMIPL in any manner and an undertaking should be submitted along with the Bid to this effect
8	The firm should submit undertaking that, "We agree to withdraw all the deviations, if any, unconditionally and accept all the terms and conditions of the tender document including the technical specifications."
9	The firm should submit undertaking that "the information given in the documents are correct and the Bidder is aware that in case any information provided is found to be false at a later stage, SPP reserves the right to reject/disqualify the bidder at any stage of the tendering process without assigning any reason."
10	Local Content Undertaking: The 'Class-I Local Supplier/Class-II Local Supplier' at the time of bid shall be required to indicate percentage of local content and <u>provide self-certification</u> that the item offered meets the local content requirement for 'Class-I Local Supplier/Class-II Local Supplier' as the case may be. They shall also give details of the location at which the local value addition is made.

Note:- 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 clarifications after opening of the bid. It may be noted that the price is not to be quoted in Technical bid. It shall only be quoted in Price bid. Non-adherence to this shall make tender liable for rejection.

(VIII) In addition to above documents, the bidder has to submit the below documents also:-

1	8 digit HSN Code and GST percentage of subject material
2	Pan Card & GST Certificate
3	Bank Account Details and Cancelled Cheque
4	The bidder should furnish the firm's name, full postal address (Works and office), Phone Number and Fax Number; Name of the authorized contact person and e-mail address of manufacturer, agent (if applicable)

(IX) The terms and conditions, guidelines of SPMCIL Procurement Manual Version 3.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 3.0 for additional terms and conditions as per links given below:-

<https://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>

<https://www.spmcil.com/spmcil/UploadDocument/GCC.pdf>

**(X) Conditions for Micro and Small Enterprises (MSEs):-**

(i) As per Public Procurement Policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Gov. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME (MoMSME)
- h) Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME.

(ii) MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods / items manufactured mentioned in MSEs certificate matches with the nature of the services and goods / items to be supplied as per Tender.

(iii) Traders / resellers / distributors / authorized agents will not be considered for availing benefits under PPP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

(iv) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

(v) The MSEs who have applied for registration or renewal of registration with any of the above agencies /

bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.

(vi) Relaxation of Norms for Micro & Small Enterprises (MSEs): Pre-qualification criteria with respect to Prior Turnover and Prior experience is relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.

**(XI) Conditions for Start-Up Companies:-**

(i) 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 (DPIIT), subject to their meeting the quality and technical specifications. Such Start-ups may be either MSE or otherwise.

(ii) Subject to meeting of Quality and Technical Specifications, SPP may consider allowing the participation of "Start up" companies with capability to execute the supply / services, as per technical specifications / perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.

(iii) The bidder who intends to participate as "Start up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

(iv) Pre-qualification criteria with respect to Prior Turnover and Prior experience is relaxed for Start up Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.

(v) However, there may be circumstances like procurement of items / services related to public safety, health, critical security operations and equipment, etc wherein SPP reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start up Companies as per GOI guidelines.

(vi) Start up Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

**9. Generic**

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

**10. 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

Security Printing Press, Hyderabad  
payable at  
Security Printing Press, Hyderabad

. 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.

#### 11. **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

Security Printing Press, Hyderabad  
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.

#### 12. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Security Printing Press Hyderabad  
Account No.  
201003481418  
IFSC Code  
INDB0000004  
Bank Name  
IndusInd Bank  
Branch address

1-8-448, Sardar Patel Road, Begumpet, Secunderabad-500003

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 13. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 14. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 15. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## **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.

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 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---**