



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4804015  
Dated/दिनांक : 12-04-2024

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |   |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 13-05-2024 11:00:00   |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 13-05-2024 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  | 11  |
| Item Category/मद केटेगरी   | Flexible Die for EAL without 3d tag 204 UPs (Q3)  |
| 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   | Certificate (Requested in ATC), OEM Authorization Certificate<br>*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 |
| 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  |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)  | No  |
| Evaluation Method/मूल्यांकन पद्धति   | Total value wise evaluation   |

**EMD Detail/ईएमडी विवरण**

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

**ePBG Detail/ईपीबीजी विवरण**

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

|  |     |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

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. 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.

4. 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. 5. 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.

### Flexible Die For EAL Without 3d Tag 204 UPs ( 11 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> |
|--|--------------------------|

#### 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 प्रारंभ होने की तारीख से दिनों की संख्या में ) |  |   |
|----------------|---|--|---|--|---|
|                |   |  | Quantity/मात्रा   | Delivery to start after/प्रारंभ 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 |   |  |   |
|                |   |  | 1   | 0  | 20  |
|                |   |  | 5   | 20   | 60  |
|                |   |  | 5   | 60   | 80  |

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

### **1. Scope of Supply**

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

### **2. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### **3. 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 %.

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

Buyer Added text based ATC clauses

## **DEVELOPMENT TENDER**

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

**(1) 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.

**(2) 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.

**(3) 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.

**(4) 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.

**(5) 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.

**(6) Pre-production samples & Validation Trials:-**

The successful bidder has to submit the Pre-Production Samples for trial. In case, the pre-production sample does not come upto the contract requirement, two more chances will be given to the successful firm(s) for improvements. If bidder manufactures more samples due to failure of earlier the payment will not be made to the bidder for samples failed.

(7) Development orders placed on firms will not have liquidated damages.

(8) Already developed firms or firms (OEMs) who have already received development orders for the subject item (with whatever results) will not be considered for this tender.

(9) There may be two or more inspections during the development stage and firms must be more accountable for their product. They may furnish reports of various tests from the various laboratories as required by the Purchaser. The requirements are to be indicated in the approved Quality Assurance Plan (QAP).

(10) The tenderer shall quote price/rate for bulk supply of item in development supplies.

(11) Interested firms may visit SPP, Hyderabad as indicated in the tender to see the product/ component required to be developed.

(12) If the bidder is not a manufacturer of the tendered material, then the details of source firm from whom the tendered material is procured should be indicated.

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

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

(15) Price Adjustment Clause: No Price Adjustment allowed.

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

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

**(II) Delivery Schedule:-**

(1) The Successful bidder has to supply 1 nos. of Flexible die within 20 days from the date of placement of Contract Order.

(2) Upon successful trial and confirmation from the SPPH, 5 nos. of Flexible dies should be supplied within 20days of confirmation from SPPH

(3) Remaining 5 nos. should be supplied within 40days from the date of confirmation from SPPH.

Note: No payment will be made for unsuccessful flexible dies during the pre-production trials. The firm should replace the rejected quantity, if any, free of cost with rectified 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.

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

- (a) The performance of the cutter will be determined after successful die cutting of average 4 lakhs impressions/8 crores labels per cutter (At least 01 No. of Cutter from each batch of supply).
- (b) This item is required for online die cutting of Labels on On-line reel fed machine (25" cut-off).
- (c) The supplies/materials will be accepted on manufacturers guarantee certificate. If any defects are observed or the supply found unsuitable, then the same will be rejected and replace the same at stores of Security Printing Press, Hyderabad at suppliers own risk and cost.
- (d) Further if any rejection is there in accepted lot due to runnability problem in utilizing remaining quantity of material, the quantity equal to rejected material should be replaced by good material by the supplier within 30 days. No payment shall be made for rejected material.

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**(IV) Payment terms:-** 100% payment 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:-** The Bidder should meet the following eligibility criteria to qualify:-

**(1) Capability-Equipment & Manufacturing Facilities:** The bidder firm should have capability to manufacture and supply of tendered item.

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

- (i) All the bidders including MSEs/Startups must possess capability to supply the subject material.
- (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 Capability to the extent will be verified by Security Printing Press, Hyderabad. All the data pertaining to 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.

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

**(1) 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 submits 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.

(2) 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).

#### **(3) 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      | Undertaking regarding Capacity to manufacture subject material and also details of Capacity/ Capability as detailed above in point no.(V)(1).   |
| 2      | Compliance of Technical Specifications with authorized seal and signature of the firm.  |
| 3      | Manufacturer's Authorization letter if applicable   |
| 4      | Acceptance of all the terms and conditions of the bid document with authorized seal and signature of the firm.  |
| 5      | 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   |
| 6      | 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."  |
| 7      | 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."  |
| 8      | 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. I

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 2.0 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 2.0 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 P P 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 maybe 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 Ente

rprises 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.

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#### 5. **Generic**

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

#### 6. **Generic**

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

#### 7. **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.

## **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 कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**