



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5409853 Dated/दिनांक : 25-10-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-11-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-11-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Economic Affairs
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmcil)
Office Name/कार्यालय का नाम	Janpath
Total Quantity/कुल मात्रा	110
ltem Category/मद केटेगरी	2-ply Self Adhesive Rubber Blankets 634x525x1.04 Mm
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	2-ply Self Adhesive Rubber Blankets 634x525x1.04 Mm
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	self adhesive paper note
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Rubber Blanket
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο
Past Performance/विगत प्रदर्शन	40 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
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)	Νο
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	13300

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	7

(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 शतों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता 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 Security Printing Press, Hyderabad (A unit of SPMCIL) (Security Printing Press, Hyderabad)

Splitting/विभाजन

Splitting Applied

Maximum No. Of Bidders Amongst Which Order May Be Split		2	
Split Criteria based on which quantity will be distributed		As mentioned in ATC	

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of guality 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.

<u>OM No.1 4 2021 PPD dated 18.05.2023</u> 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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 <u>OM No.1 4 2021 PPD dated 18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012

and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

2-ply Self Adhesive Rubber Blankets 634x525x1.04 Mm (110 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	Download	
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	मोलिन किल्लाम Address/पता		contract start होने की तारीख से		
1	Mallela Krishnareddy	500063,Security Printing Press(SPP) Mint Compound, Saifabad Hyderabad ,	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए
		Telangana	5	1	30
			55	31	45
			50	46	60

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 online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. 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.

7. 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.

8. 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.

9. 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 Purc haser also reserves the right to place parallel contracts on one or more firms without any prejudice to the c apacity 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 cr iteria.
- ii. The rate quoted by L1 bidder will be counter offered to L2 bidder, without prejudice to the ca pacity 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 qu antity 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 quanti ty 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 or ders and accordingly the quantity will be splitted.

(2) Liquidated Damages: If the supplier fails to deliver any or all of the goods or fails to perform the serv ices within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights a nd remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damage s, a sum equivalent to the 0.5% 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 pe rformance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of 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 24 above shall also apply. In all su ch cases GST would also be applicable on LD.

(3) Licenses and Permits: Wherever applicable, the successful bidder shall ensure himself and also satis fy 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 partic ular product / process /design / patent. The successful bidder shall be held responsible for all the civil/crimi nal 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 fails to abide by the terms and conditions of these tender documents, or fails to supply th e deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall h ave 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 alternat ive arrangement and supplier tendered value will be recovered from the supplier along with other incident al charges, including taxes, insurance etc.

In case of procurement through alternative sources and if procurement price is lower, no benefit on this ac count 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 canc el 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 cont ract at any stage by giving one week's notice. No claim whatsoever shall lie against the SPMCIL on accoun t 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 contr act 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, o r 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 unfore seen situation compelling SPMCIL to cancel the contract. In such a case, a suitable notice is to be sent to t he supplier for cancellation of the contract, in whole or in part, for its (SPMCIL#s) convenience, inter alia, in dicating the date with effect from which the termination is to become effective. Depending on the merits o f the case, the supplier may have to be suitably compensated on mutually agreed terms for terminating th e 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 acc epted.

(II) Delivery Schedule:-

- (1) 1st lot of 5nos. should be supplied within 30 days from the date of issue of Contract Order.
- (2) 2nd lot of 55nos. should be supplied within 45 days from the date of issue of Contract Order but strictly after the supply of 1st lot.
- (3) 3rd lot of 50nos. should be supplied within 60 days from the date of issue of Contract Order but strictly after the supply of 2nd 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 d elivery of the goods and performance of services, the supplier shall promptly inform SPP, Hyderabad in wri ting about the same and its likely duration and make a request SPP, Hyderabad for extension of the deliver y schedule accordingly. On receiving the supplier's communication, SPP, Hyderabad shall examine the situ ation 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 c ontract.

(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 c laim for payment for such supply and / or any other expense related to such supply shall lie against SPP, H yderabad.

(III) Quality Control Requirements:

The material will be accepted strictly as per Technical Specifications. If any defects are observed or the m aterial / service found unsuitable, then the same will be rejected and replace the same at Supplier's / Servi ce Provider's own risk and cost.

(IV) 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 c apability to manufacture and supply of tendered item.

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

Note: In case of participating as an agent with authorization from manufacturer then the bidder has to sub mit 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) Manufacturer Authorization Letter:- In case the bidder offers to supply subject material which is m anufactured 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.

(V) Documents to be submitted in Technical bid:-

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

SI. No	Description (Checklist)
1	Documentary evidence against submission of EMD.
2	The firm should have capability to supply the subject material and undertaking to be submitt ed.
3	Compliance of Technical Specifications with authorized seal and signature of the firm.
4	Manufacturer's Authorization letter if applicable
5	Acceptance of all the terms and conditions of the bid document with authorized seal and sign ature of the firm.
6	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 ma nner and an undertaking should be submitted along with the Bid to this effect
7	The firm should submit undertaking that, "We agree to withdraw all the deviations, if any, un conditionally and accept all the terms and conditions of the tender document including the te chnical specifications."

8	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 st age, SPP reserves the right to reject/disqualify the bidder at any stage of the tendering proce ss without assigning any reason."
9	Local Content Undertaking: The 'Class-I Local Supplier/Class-II Local Supplier' at the time of b id 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 at which the local va lue addition is made.

Note:- All documents must be submitted as per tender requirement failing which offers will be liable for rej ection and no further correspondence will be made/ entertained for clarifications after opening of the bid. I t 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.

(VI) 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 Numb er and Fax Number; Name of the authorized contact person and e-mail address of manufactur er, agent (if applicable)

(VII) 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

10. 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.

11. 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 <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश 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 का समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---