



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5553612

Dated/दिनांक : 06-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-11-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-11-2024 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 (spmcl)
Office Name/कार्यालय का नाम	Janpath
Item Category/मद केटेगरी	Custom Bid for Services - Hiring of firm for Tax consultancy and Accounting services
Similar Category/समान श्रेणी	<ul style="list-style-type: none">Financial Audit Services
Contract Period/अनुबंध अवधि	1 Year(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
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,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	24700

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).	15

(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 दस्तावेज 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
Security Printing Press, Hyderabad A unit of SPMCIL
(Security Printing Press, Hyderabad)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	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 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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1730097892.pdf](#)

Payment Terms:[1730097899.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1730097932.pdf](#)

GEM Availability Report (GAR):[1730440325.pdf](#)

Custom Bid For Services - Hiring Of Firm For Tax Consultancy And Accounting Services (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of firm for Tax consultancy and Accounting services
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Mallela Krishnareddy	500063,Security Printing Press(SPP) Mint Compound, Saifabad Hyderabad , Telangana	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. 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.

4. **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

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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

(1) Liquidated Damages: 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 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 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 24 above shall also apply. In all such cases GST would also be applicable on LD.

(2) Risk Purchase: (a) If the supplier after submission of bid and due acceptance of the same i.e. after issue of Contract fails to abide by the terms and conditions of these bid documents, or fails to supply the deliverables/provide the services 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.

(3) 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, v

whatsoever to the affected tenderer or tenderers.

(4) 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.

(5) 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.

(6) 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.

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

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

(II) Delivery Schedule:-

The Work Schedule is for requirement of 1 Chartered Accountant and 2 Assistants for a period of one year on full-time basis on all working days as per the Scope of Work.

(III) Quality Control Requirements:-

The bidder must strictly comply with the Scope of Work attached with this bid document.

(IV) Qualification/Eligibility Criteria:-

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

(a) For MSE/Start-up firm: The bidder must have capability to provide the relevant services.

(b) For other firm - Experience and past performance: The bidder firm should have experience of having successfully completed the similar type of services in any one of the last five years ending on 31-03-2024.

(2) The firm should provide the registration certificate or Certificate of Practice (COP) in case of proprietary concern.

(3) The firm should provide copy of Partnership Deed/ Certificate of Incorporation and Memorandum and Article of Association.

(4) **Checklist:-** The bidder has to submit the following documents with authorized seal and signatory of the firm:-

Sl. No	Document (Checklist)	Description
1	Earnest Money Deposit	Documentary evidence against submission of EMD.
2	Experience & Past Performance	Documentary evidence towards Experience and Past Performance as detailed above in point no.(IV)(1).
3	MSE certificate	Valid MSE certificate/ Start up certificate if claiming for exemption against experience and EMD only.
4	Scope of work with seal and signature	Compliance of Scope of Work with authorized seal and signature of the firm.
5	Bid document with seal and signature	Complete bid document with authorized seal and signature of the firm as an acceptance of terms and conditions.
6	Undertaking/Declaration	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
7	Undertaking/Declaration	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."
8	Undertaking/Declaration	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."

Note:-

All above documents must be submitted as per bid 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 bid liable for rejection.

(V) Additional documents:-

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

Sl. No	Document (Checklist)	Description
1	Authorisation letter	Power of Attorney/Authorisation letter to sign on bid documents
2	Firm Registration Certificate/ C.O.P	Registration Certificate (or) Certificate of Practice (COP) in case of proprietary concern.
3	Incorporation Certificate/ Partnership Deed	Copy of Partnership Deed/ Certificate of Incorporation and Memorandum and article of Association.
4	SAC Code & GST %	6 digit SAC Code and GST percentage of said services
5	Pan Card & GST Certificate	Pan Card & GST Certificate
6	Bank account details	Bank Account Details and Cancelled Cheque
7	Firm details	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 etc.

(VI) 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>

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(VII) Other instructions/requirements:-

(1) Bidders have to furnish stipulated documents in support of fulfillment of Eligibility Criteria. Decision on finalization of bid will be taken based on the documents submitted along with the bid.

(2) Leaves will be given as per prevailing rules. In case any employee(s) goes on leave for more than the permissible period, the remuneration will be paid to the firm on the basis of actual number of working days such as if an employee (s) worked in SPP in the respective month.

(3) All the persons who are going to be sponsored by the firm on out-sourcing basis may be required to attend for interview at SPP, Hyderabad to assess their capability/suitability.

(4) Under no circumstances, the successful bidder should withdraw their offer during the tenure of the contract. The successful bidder should not ask for cancellation of the order/contract under any reasons/pretext such as that they have not permitted to supply the required manpower {i.e., for which the order is placed by the SPP, Hyderabad} by any Institution/ Govt. Agencies.

(5) The bidders should take necessary precautions such as whether it is viable for them to supply the required manpower {i.e., for which the bid is floated} without any hindrance and they must take necessary action to obtain all legal permissions from the authorities concerned in case it is necessary, at their risk and cost.

(6) Capacity assessment/ verification of firms may be undertaken by team of SPP Officers.

(7) The Chief General Manager, Security Printing Press, Hyderabad reserves the right to call for any additional information from the bidders apart from the details asked for in this bid, in the interests of the organisation and for finalisation of the bid. This condition is binding on all the bidders without any dispute.

(8) The firm should also provide the Police Verification certificate not more than 3 months old for the people selected to work in SPP or any replacement. This cost will be borne by the bidding firm.

(9) Micro & Small Enterprises claiming for exemption in this bid must submit their latest MSME certificate with Major activity as "Services" and it must match with the nature of the services to be supplied as per bid or otherwise exemption cannot be granted.

(10) All obligatory liabilities shall be fulfilled by the successful bidder.

(11) No conditional bids will be accepted.

(12) Any disputes arising will be under Hyderabad (Telangana) Jurisdiction only.

(VIII) Conditions for Micro and Small Enterprises (MSEs):-

(1) 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.

(2) 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 or otherwise exemption cannot be granted.

(3) 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.

(4) 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.

(5) 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.

(6) 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/Scope of work.

(IX) Conditions for Start-Up Companies:-

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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 governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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 share 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 पर इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---