

Bid Document

Bid Details	
Bid End Date/Time	11-11-2022 15:00:00
Bid Opening Date/Time	11-11-2022 15:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Finance
Department Name	Department Of Economic Affairs
Organisation Name	Security Printing And Minting Corporation Of India Limited (spmci)
Office Name	Janpath
Total Quantity	1
Item Category	Design, Detailed Engineering, Manufacturing, Supply, Installation, Testing, and Commission of Access (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)	112 Lakh (s)
OEM Average Turnover (Last 3 Years)	112 Lakh (s)
Years of Past Experience Required for same/similar service	1 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	40 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	Indusind bank
EMD Percentage(%)	2.00

EMD Amount	559397
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ePBG Detail

Advisory Bank	Indusind bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	20

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

India Security Press, Nashik
 Janpath, Department of Economic Affairs, Security Printing and Minting Corporation of India Limited (SPMCIL),
 Ministry of Finance
 (Chief General Manager)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any

Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. 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.

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

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
18-10-2022 11:00:00	India Security Press, Nashik Road

Design, Detailed Engineering, Manufacturing, Supply, Installation, Testing, And Commission Of Access (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	1	90

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. **QUALIFICATION/ ELIGIBILITY CRITERIA**

(a) **Experience and past performance:**

The Bidder (manufacturer or principal of authorized representative) shall be a manufacturer that has regularly for at least the last Three (03) years *Design, Detailed Engineering, Manufacturing, Supply, Installation, Testing, and Commission of Access Control System Cum Attendance System with Visitor Management System along with Heavy Duty Anti Crash Boom Barrier* with the same or higher specifications of at least one (01) number in last five (05) years ending on "31st March 2022". At least one (01) number of the product offered for supply should be in successful operation for at least one (01) year on the date of bid opening.

Note: i) *Copies of PO's and completion/experience certificates issued by customers to be provided in support of above.
ii) *Start-ups and Micro and small Enterprises are exempted from Experience and Past Performance criteria. In case any bidder is seeking exemption from Experience and Past Performance criteria, the supporting documents to prove his eligibility for exemption must be submitted for evaluation.*

(b) **Capability, equipment and manufacturing facilities:**

(i) The Bidder firm must have an annual capacity to manufacture and supply at least (01) No. 'Design, Detailed Engineering, Manufacturing, Supply, Installation, Testing, and Commission of Access Control System Cum Attendance System with Visitor Management System along with Heavy Duty Anti Crash Boom Barrier'. The self attested details shall be submitted along with bid.

Note: At the discretion of the purchaser, the Capacity / Capability Assessment / Verification of bidder / manufacturer firm(s) might be undertaken by a Committee or through a third party Technical Consultancy / Inspection agencies to ensure that the firm is/are identified and capable to supply the machine/item/material/product as required.

(c) **Financial standing:**

(i) **Average Annual Turnover:** The average annual turnover of the bidder during the last three years, ending on 31.03.2022 should be at least Rs. 1,11,88,000/- as per the annual report (Audited Balance sheet and Profit & Loss Account) of Financial Year 2019-2020, 2020-2021 & 2021-2022, duly authenticated by a chartered Accountant/Cost Accountant.

Note: The Average Annual Turnover criteria are exempted for Start-ups and Micro and Small Enterprises. In case any bidder is seeking exemption from Turnover criteria, the supporting documents to prove his eligibility for exemption must be submitted for evaluation.

- (ii) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on '31.03.2022'.
- (iii) a) The net worth of the Bidder should not be negative on '31st March 2022' and also
b) should not have eroded by more than 30% in the last three years, ending on '31st March 2022'.
- (d) The criteria for Capability, Equipment and Manufacturing facilities as well as financial loss and net worth under the financial standing eligibility criteria (above) shall be applicable to all the bidder firms including MSES & Startup Firms.

2. Applicability in Special Cases:

- (i) **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.
- (ii) **Authorized Representatives:** Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided: i) their principal manufacturer meets all the criteria above without exemption, and ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on '31.03.2022'.
- (iii) **For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past. (This clause is not applicable for Security Items as notified by Government of India from time to time.)
- (iv) **Joint Ventures and Holding Companies:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.
- (v) **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.

3. Undertaking(s):

- (i) The firm should give undertaking that, **“We / the Principle Manufacturer have not been black-listed/ debarred for dealing with any Govt. Organization / Public Sector Undertaking (PSU) / Reputed Organization in the past”**.
- (ii) The firm should give 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”**.

4. Other Eligibility requirements for the Bidders:

4.1 Pre Bid Conference : The pre-bid conference will be held on **18.10.2022** at 11.00 hrs IST. The prospective bidders interested to participate in this tender are requested to attend the pre-bid conference for clarifications on GEM Bid & Technical issues, at India Security Press, Nashik. The queries of Pre-bid conference if any, shall reach to CGM, ISP, Nashik on or before **15.10.2022** in writing by Fax/mail (purchase.isp@spmcil.com).

Note : Bidder firms are requested to visit plant on any working day with prior intimation before Pre Bid Conference for better understating ISP requirement.

4.2 The bidder shall submit Local Content details as per clause No. 9; Verification of Local content, of Public procurement (Preference to make in India) order 2017 No. P-45021/2/2017-PP(BE-II).

4.3 The bidder shall provide names of Organization(s)/ Firm(s) with Addresses and Telephone numbers, Fax numbers, E-mail addresses to which manufacturer/ bidder firm has supplied similar type of 'Design, Detailed Engineering, Manufacturing, Supply, Installation, Testing, and Commission of Access Control System Cum Attendance System with Visitor Management System along with Heavy Duty Anti Crash Boom Barrier' in past.

4.4 The 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, ISP reserves the right to reject/ disqualify the bidder at any stage of the tendering process without assigning any reason.

4.5 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.

4.6 Manufacturer's Authorisation Letter: In case the bidder firm/ bidder offers to supply 'Design, Detailed Engineering, Manufacturing, Supply, Installation, Testing, and Commission of Access Control System Cum Attendance System with Visitor Management System along with Heavy Duty Anti Crash Boom Barrier, 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 India Security Press, a unit of SPMCIL. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided in buyer uploaded ATC Uploaded document.

One manufacturer can participate through one authorized agent or one agent can participate on behalf of one Principal Manufacturer only.

4.7 While evaluating the tender all credentials of the principal manufacturer only shall be considered. However authorized agent can participate / submit the tender on behalf of principal manufacturer.

4.8 All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm. The bidder should submit documentary evidence regarding the past supply. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder should be verified from the parties for whom work has been done, hence copies of orders and corresponding experience certificate are to be submitted along with offer.

- 4.9** The application should be submitted in English Language. The authenticated copies of the documents in support of the applicant's claims must be submitted in **English language**.
- 4.10** All financial standing data (Balance sheet and Profit & Loss Statements etc.) should be certified by certified accountants' e.g. Chartered Accountants (CA).
- 4.11** Decision on Finalization of tender will be taken based on the documents submitted along with the tender. All documents must be submitted as per tender requirement failing which offers will be liable for rejection and no further correspondence will be made/ entertained for clarification after opening of the tender.
- 4.12** All the pages submitted are to be required & sealed by Authorised Signatory failing which tender shall be treated as unresponsive.
- 4.13** Bidder firm shall submit the copy of PAN & GST Registration Certificate.

5. General Condition of Contract (GCC):

- 5.1 **Packing and Marking:** As per Technical Specifications of the tender document.
- 5.2 **Transportation of Goods:** The transportation of goods to be procured will be done by the supplier on FOR ISP Basis. The total cost of the transportation should be indicated in the price bid of the item to be procured.
- 5.3 **Inspection and Quality Control** In addition to clause No. 9 of GCC the following shall also be applicable:-
- (i) The material supplied by the successful bidder will be accepted on manufacturer's conforming to all parameters as per Technical Specification Annexure-I & Annexure-II. The system will be accepted on manufacturers guarantee certificate to be sent to purchaser. If any defects observed or the system is found unsuitable, then the same will be returned to the supplier for free replacement upto India Security Press, Nashik or the purchaser shall be entitled to cancel the contract, and if so desired, purchase or authorize purchase of the stores at the risk and cost of the contractor.
 - (ii) **Pre-shipment Inspection:** As per Technical Specification Annexure-I & Annexure-II.
 - (iii) **Quality Control Requirement:-** As per Technical Specification Annexure-I & Annexure-II.
- 5.4 **Insurance:** A specific insurance cover for each consignment / supply is to be given by the firm, as applicable.
- 5.5 **Warranty Clause:** As per Technical Specification Annexure-I & Annexure-II.
- 5.6 **Taxes and Duties:** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to SPMCIL. If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.
- 5.7 **Terms and Mode of Payment:** The payment shall be made in the following manner-
- (a) The payment term is 100% Payment shall be released after receipt of entire material, inspection & acceptance at ISP & after successful *Design, Detailed Engineering, Manufacturing, Supply, Installation, Testing, and Commission of Access Control System Cum Attendance System with Visitor Management System along with Heavy Duty Anti Crash Boom Barrier* in satisfactory condition & Final Acceptance Certificated at ISP, Nashik,

submission of bill and certification of the bill by the Officer in-charge / User Department within 30 days.

(b) The supplier while claiming the payment shall furnish the following certificate to the paying authorities:

“We hereby declare that additional set offs/ input tax credit to the tune of Rs. XXXXX (to be filled while claiming the payment) has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted”.

5.8 **Distribution of Dispatch Documents for Clearance/Receipt of Goods:**The supplier shall send all the relevant dispatch documents well in time to ISP Nashik to enable ISP Nashik to clear or receive (as the case may be) the goods in terms of the contract.

5.9 **India Security Press, Nashik reserves the right to terminate the contract, in whole or in part for ISP's convenience, by serving written notice on the supplier at any time during the currency of contract.**

5.10 **If there is any change in policy of Government of India, Purchaser reserves the right to foreclose the order placed at any point of time with a written notice of one month in advance.**

NOTE: 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 the links given below:

GIT: <https://spmcil.com/uploaddocument/GIT/new.pdf>

GCC: <https://spmcil.com/uploaddocument/GCC/new.pdf>

6. **Delivery Schedule:-** The Successful bidder has to *Design, Detailed Engineering, Manufacturing, Supply, Installation, Testing, and Commission of Access Control System Cum Attendance System with Visitor Management System along with Heavy Duty Anti Crash Boom Barrier* at ISP within 90 days from the date of issue of Notification Award of Contract on GeM, FOR, ISP basis.

7. The list of items requirement for '*Design, Detailed Engineering, Manufacturing, Supply, Installation, Testing, and Commission of Access Control System Cum Attendance System with Visitor Management System along with Heavy Duty Anti Crash Boom Barrier*' as under:

Schedule No.	Brief Description of Goods/ services	HSN Code	Price Breakup (Only submit in Price Bid)			
			Basic Price per unit	GST% & Rs.	Quantity (with unit)	Total Price
1.	Single Lane full height turnstile gate				02 EA	
2.	Double lane full height turnstile gate				07 EA	
3.	Entry Biometric (Finger print & Face) for full height turnstile gate, boom barrier and metal wicket gate with in built door access controller.				19 EA	
4.	Exit biometric (Finger print & Face)				19 EA	

5.	Heavy duty anti crash boom barrier				01 EA	
6.	Biometric (Face & Finger) enrolling station				03 EA	
7.	Mi-Fare smart card enrolling station				02 EA	
8.	Full height metal wicket gates with lock system and grill to cover adjacent gap.				02 EA	
9.	<p>Server in Hot Stand-by configuration primary server -01 no.</p> <p>Stand by server -01 no.</p> <p>With redundant Dual Power Supply</p> <p>With all requisite Licenses of Software, OS, DB, Backup Software, Server, Health management Software, Anti - virus software, support complete with racks, power supply arrangement, cabling networking, fully loaded with customized software for the complete system and spot LED Monitor (21")</p>				02 EA	
10.	Client PC complete (latest)+21" monitor				03 EA	
11.	8 port GigaBit switch +2SFP loaded				03 EA	
12.	24 port GigaBit Switch + 4SFP loaded				02 EA	
13.	Rack for Access Control Server with all required power supply arrangements.				01 EA	
14.	On line UPS 10 KVA with VRLA Batteries.				02 EA	
15.	Card Printer with required Licenses.				01 EA	
16.	Laser Jet Network printer with required power supply arrangements.				02 EA	

17.	Access Control Software with Hot standby license of ACS, Data Base, any other Applicable license. Feature: Attendance management system, visitor management system, access control system.				01 EA	
18.	Installation Testing & Commissioning any other items or work not covered in the Annexure I but required to make the system complete on Turnkey Basis (Such as filed Rack, cabling, Civil, Electrical and Mechanical work). Installation of items (separately mentioned item wise and location wise) as per Annexure II.				01 AU	

8. Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Bidders are required submit the appropriate undertaking in this regard. Salient features of this are:

(i) Any bidder from a country which shares a land border with India (excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard.

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

(ii) In tenders for Turnkey contracts including works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,; and solemnly certify that we are not from such a country or, if from such a country, we are registered with Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regards and are eligible to be considered."

(iii) "Bidder" including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium

or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(iv) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(v) The beneficial owner for the purpose of (III) above will be as under:

a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

b) Explanation:

(1) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

(2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of Capital or profits of the partnership.

(3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

9. BIDDER MUST SUBMIT REQUIRED DOCUMENTS ALONG WITH BELOW MENTIONED CHECKLIST-

Sr. No.	Description	Submitted/Not Submitted
1.	Acceptance of the Technical Specification on firm's letter head.	
2.	Documentary evidence towards Experience as per clause 1(a) mentioned under Buyer Added Bid Specific ATC	
3.	Undertaking towards Capability, equipment and manufacturing facilities as per clause 1(b) mentioned under Buyer Added Bid Specific ATC	
4.	Documentary evidence towards Financial Standings data as per clause 1(c) mentioned under Buyer Added Bid Specific ATC	

5.	Undertaking/Declaration as per Clause 3. mentioned under Buyer Added Bid Specific ATC.	
6.	Documents as per clause No.4: Other Eligibility requirements for the Bidders mentioned under Buyer Added Bid Specific ATC.	
7.	Adherence to the General Conditions of Contract (GCC) as per Clause 5 mentioned under Buyer Added Bid Specific ATC.	
8.	Adherence to the Inspection and Quality Control, Pre-Shipment Inspection, Delivery Schedule & Quality Control Requirement, as per Clause 5.3 mentioned under Buyer Added Bid Specific ATC.	
9.	Adherence to the Delivery Schedule as per Clause 6 mentioned under Buyer Added Bid Specific ATC.	
10.	Adherence requirement of items as per Clause 7 mentioned under Buyer Added Bid Specific ATC **Do not submit price breakup in Technical Bid.	
12.	Adherence as per Clause 8 mentioned under Buyer Added Bid Specific ATC.	
13.	Certificate of Local Content against Make in India Order	
14.	Copy of GeM bid documents duly sealed & Signed by authorized signatory of bid document	
15.	Undertaking as per Clause 8 for land border sharing criteria mentioned under Buyer Added Bid Specific ATC.	
16.	Copy of PAN and GST Registration Certificate of bidder as per Clause 4.12 mentioned under Buyer Added Bid Specific ATC.	

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of India Security Press a unit of SPMCIL payable at Nashik.

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.

5. 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

6. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of India Security Press a unit of SPMCIL payable at Nashik.

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.

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 India Security Press a unit of SPMCIL payable at Nashik. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

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 India Security Press a unit of SPMCIL A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

9. 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by 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 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.

---Thank You---