

Bid Number: GEM/2022/B/2462369

Dated: 22-09-2022

Bid Document

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Bid Details				
Bid End Date/Time	15-10-2022 13:00:00			
Bid Opening Date/Time	15-10-2022 13:30:00			
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 (spmcil)			
Office Name	Janpath			
Total Quantity	47			
Item Category	Full Body Protector for Male (MHA) (Q3)			
Minimum Average Annual Turnover of the bidder (For 3 Years)	3 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), 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	11279

ePBG Detail

Advisory Bank	Indusind bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	16

- (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 India Security Press, Nashik-422101 (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

- 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. 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.

- 6. 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.
- 7. 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.
- 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.

Full Body Protector For Male (MHA) (47 pieces)

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

Brand Type	Unregistered Brand
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Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)	
Design	Colour of Fabric and Shield Plain, Distruptive, Camouflage pattern		
Dimension	Size of Full Body Protector for Male	Small, Medium, Large	
Material	Material of Protector Shield	Plastic, Composites	

Additional Specification Parameters - Full Body Protector For Male (MHA) (47 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Color of Fabric	Plain Black with composite material and sweat absorbing mesh fabric
Size of Full Body Protector for Male	Small Size - 07 Nos. , Medium Size - 30 Nos., Large Size - 10 Nos.
Material	Composites

^{*} Bidders offering must also comply with the additional specification parameters mentioned above.

Additional Specification Documents

Applicable Specification Document	<u>View</u>
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	47	60

Special terms and conditions-Version:1 effective from 04-05-2020 for category Full Body Protector for Male (MHA)

1. Seller shall upload the Lab Test Report as prescribed in the product catalogue for the product offered along with the bid.

Buyer Added Bid Specific Terms and Conditions

1. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of SPMCIL, Unit India Security Press 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.

2. 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

3. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of SPMCIL, Unit India Security Press

pavable 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.

4. 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 SPMCIL, Unit India Security Press 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.

5. 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 SPMCIL, Unit India Security Press, Nashik 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.

6. Buyer Added Bid Specific ATC

Buver Added text based ATC clauses

A. MINIMUM QUALIFICATION CRITERIA

1. Experience & Past Performance: The bidder firm should have manufactured and/or supplied at least 19 Nos. of Body Protector Vest with Shin and Arm Guard in any one year during last five years i.e. from 01st April 2017 to 31st March 2022.

Note: 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.

2. Capability, equipment and manufacturing facilities:- The Bidder firm must have an annual capacity to manufacture and/or supply at least 19 Nos. of Body Protector Vest with Shin and Arm Guard. Undertaking regarding this requirement shall be submitted by the bidder on their Letter Head.

3. Financial Standing:

a) The average annual turnover of the bidder during the last three years, ending on 31.03.2022 should be at least 2,25,582/- 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 in India or equivalent in relevant countries

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.

- b) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on '31.03.2022'.
- (i) The net worth of the Bidder should not be negative on '31.03.2022' and also
- (ii) Should not have eroded by more than 30% in the last three years, ending on '31.03.2022'.

4. The Bidder shall give following undertakings on their Letter Head regarding this requirement.

- i) The firm should give a declaration that they have not been black-listed/debarred for dealing by Government of India/PSU/Reputed Organisation in the Past.
- **ii) Agree to withdraw all deviations:** The declaration 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".

5. Applicability in Special Cases

- a) 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.
- **b) 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 '31.01.2021.
- c) 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.)
- **d)** 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.
- e) Development/ insufficient market capacity or Exceptional One- Off Cases: These are those items which are either being newly developed where vendors are yet to be developed or for new/ existing items where the capacity available in market is inadequate compared to our annual requirements. Exceptional one-off cases are such items/ Plant & Machinery which are procured infrequently (say once in 3 years or longer periods). In such cases PQC Should be Decided with the approval of CFA in individual cases.
- **f) 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.

B. TECHNICAL SPECIFICATIONS (shall be submitted on firm's letter head)

- 1. All the Body Protectors required for Male.
- 2. The color shall be plain black with composite material and sweat absorbing mesh fabric
- 3. Required Size: Small size 07 Nos., Medium Size 30 Nos., Large Size 10 Nos.
- 4. Kindly refer Applicable Specification Document attached under Additional Specification Documents

Note:- All the Technical specifications shall be submitted on firm's Letter Head duly stamped and signed by authorized signatory of bid, as a token of acceptance

C. Pre-Dispatch Sample and Delivery Schedule & Quality Control Requirement:-

- **1) Pre-Dispatch Inspection:-** Physical Inspection of the material will be carried out after placing Supply Order/GeM Contract. Successful bidder shall invite ISP, Nashik for Pre-Dispatch Inspection.
- **2) Delivery Schedule:-**The total quantity is to be supplied within 60 days from the date of issue of supply order/GeM Contract.

3) Quality Control Requirement:-

- (i) The material supplied by the successful bidder will be accepted on all parameters as per specification provided in the Bid Document. The purchaser reserves the right to get the material supplied tested from in-house laboratory or any other laboratory of repute and in case the material is found not meeting the specification, the purchaser shall be entitled to cancel the contract, and if so desired, purchase or otherwise the purchase of the stores at the risk and cost of the contractor.
- (ii) After receipt of goods, the goods will be inspected/tested at ISP. If any defect/variation is noticed then the same will be replaced free of cost by the supplier/seller up to India Security Press, Nashik Road, failing which equivalent amount of defective material will be deducted in the subsequent bills or from any amount due to them.

D. Special Conditions of Contract (SCC)

- **1) 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.
- **2) Insurance:** Since Indigenous bidder has to deliver the material on FOR ISP Nashik basis therefore the cost of the insurance will also the part of the cost of the material borne by the supplier. A specific insurance cover for each consignment/supply is to be given by firm, as applicable.
- **3) 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.
- **4) 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.

NOTE:

1. 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

- 2. All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm.
- 3. 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.
- 4. All the pages submitted are to be sealed & signed by Authorised Signatory failing which tender shall be treated as unresponsive.

BIDDER MUST SUBMIT REQUIRED DOCUMENTS ALONG WITH BELOW MENTIONED CHECKLIST-

Sr. No.	Description	Submitted /Not Submitted	Page No.
1.	Documentary evidence towards Experience as per clause A. 1. mentioned under Buyer Added Bid Specific ATC		
2.	Undertaking towards Capability, equipment and manufacturing facilities as per clause A. 2. mentioned under Buyer Added Bid Specific ATC		
3.	Documentary evidence towards Financial Standings data as per clause A.3. mentioned under Buyer Added Bid Specific ATC (Audited Balance sheet and Profit & Loss Account of Financial Year 2019-2020, 2020-2021 & 2021-2022)		

4.	Undertaking/Declaration on firm's Letter Head as per Clause A.4 mentioned under Buyer Added Bid Specific ATC	
5.	Adherence to the Technical Specification on firm's Letter Head, as per Clause B mentioned under Buyer Added Bid Specific ATC and	
6.	Adherence to the Pre-Dispatch Inspection and Delivery Schedule & Quality Control Requirement, as per Clause C mentioned under Buyer Added Bid Specific ATC	
7.	Adherence to the Special Conditions of Contract (SCC) as per Clause D mentioned under Buyer Added Bid Specific ATC	
8.	Certificate of Local Content (refer Clause No. 6)	

7. 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.

8. Scope of Supply

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

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---