



Bid Number: GEM/2022/B/2167922

Dated: 28-05-2022

Bid Document

Bid Details			
Bid End Date/Time	07-06-2022 15:00:00		
Bid Opening Date/Time	07-06-2022 15:30:00		
Bid Offer Validity (From End Date)	65 (Days)		
Ministry/State Name	Ministry Of Finance		
Department Name	Department Of Economic Affairs		
Organisation Name	Security Printing And Minting Corporation Of India Limite (spmcil)		
Office Name	Janpath		
Total Quantity	50		
Item Category	Upper punching die steel set of 5		
BOQ Title	Procurement of Upper Punching Die steel set of 5		
Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)		
OEM Average Turnover (Last 3 Years)	9 Lakh (s)		
Years of Past Experience Required for same/similar service			
MSE Exemption for Years Of Experience and Turnover	Yes		
Startup Exemption for Years Of Experience and Turnover			
Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Annual Turnover, Compliance of BoQ specification and supporting document *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	50 %		
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	
- 1			1

EMD Percentage(%)	2.00
EMD Amount	44250

ePBG Detail

Advisory Bank	Indusind bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	17

- (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:

Chief General Manager India Security Press, Nashik Road 422101 (India Security Press)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes

MSE Purchase Preference

- 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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 OUANTITY.
- 8. 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.
- 9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

Upper Punching Die Steel Set Of 5

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

Brand Type	Unbranded
Technical Specifications	
Specification Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1		422101,India Security Press, Nashik Road Nashik , Maharashtra	50	90

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Required Delivery Schedule: -

- a) Successful bidder has to supply one set of Upper Punching Die set within 30 days from the date of issue of Contract/Purchase Order.
- b) After suitability of sample of Upper Punching Die set, the successful bidder has to supply bulk supply within 60 days from receipt of the letter.
- 2. The bidder for should meet following eligibility criteria to qualify in the Techno Commercial Bid
- (i) Experience and past performance: The bidder (manufacturer or principal of authorized representative –hereinafter referred simply as 'The Bidder') shall be a manufacturer that has regularly for at least the last three years manufactured, supplied, erected, commissioned Upper Punching Die with the same or higher specifications of at least one number in last five years ending on "31.03.2021". At least one number of the product offered for supply should be in successful operation for at least one year on the date of bid opening.

Note: The 'Experience and Past experience criteria' is exempted for Startups and Micro and Small Enterprises.

(ii) Capacity: - The bidder must have an annual capacity to manufacture and supply Upper Punching Die at least 25 Nos.

(iii) Financial standing:

a) The average annual financial turnover of the bidder firm (manufacturer or principal of authorized dealer) during the last three years, ending on '31.03.2021', should be at least Rs. 9 lakhs as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

Note: The 'Average Annual Turnover criteria' is exempted for Startups and Micro and Small Enterprises.

- b) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on '31.03.2021'...
- c) The The net worth of the Bidder should not be negative on '31.03.2021' and also should not have eroded

by more than 30% in the last three years, ending on '31.03.2021'.

- (iv) PAN: The Bidder should be registered with the Income tax. Relevant proof in support shall be submitted.
- (v) Goods & Service Tax Registration (GST): The Bidder should be registered with Goods & Service Tax (GST). Relevant proof of registration Certificate shall be submitted.

(vi) Undertaking:-

- a) Bidder firm has not been blacklisted by Government of India in the past.
- b) "We agree to withdraw all the deviations, if any, unconditionally and accept all the Terms and conditions of the document including the technical specifications."
- c) The bidder has to provide the undertaking that "We have read and accept all the terms & conditions of GIT & GCC of the tender document". Link to GIT & GCC are as follows:-
 - (i) https://spmcil.com/uploaddocument/GIT/new.pdf
 - (ii) https://spmcil.com/uploaddocument/GCC/new.pdf
- 3. 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.

4. Bidder must submit check list of below mentioned documents:-

Sr No.	Description	Submitted Submitted	1	Not
1	Earnest Money Deposit			
2	MSE Certificate / Start Up Certificate if claiming for exemption against Experience and Turnover Criteria only.			
3	Documentary evidence towards Experience as per clause 2 (i)			
4	Documentary evidence towards Capability as per clause 2 (ii)			
5	Documentary evidence towards Financial Standing as per clause 2 (iii)			
6	Documentary evidence towards PAN & GST Registration as per clause 2 (iv) & (v)			
8	Undertakings/Declarations as per clause 2. vi (a) (b) & (c)			
9	Duly sealed and signed copy of Technical specifications			
10	Compliance to all terms and conditions of bid document			
11	Undertaking towards land border sharing submission criteria given in clause 3 mentioned above.			

5. Special conditions of Contract (SCC):

- **a)** Transportation of Domestic 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 also be indicated in the price bid of the item to be procured.
- **b) Warrantee Clause:** The warranty shall be applicable 12 (Twelve) months from the date of last supply/delivery.
- c) Taxes and Duties: 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.
- **d) Quality Control Requirements:** The material supplied by the successful bidder will be accepted on manufacturer's test certificate from its own laboratory or a NABL Accredited laboratory of repute conforming to all parameters as per specification as stated in technical specification bid document. The purchaser reserves the right to get the material supplied tested from in-house laboratory or any other NABL Accredited laboratory of repute and in case the material is found not meeting the specification, then the supplier will have to replace the material free of cost to 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.
- **e).** Bidder should quote prices inclusive of GST and all cost components such as Packing & Forwarding details, Freight & Insurance charges upto destination etc. on FOR India Security Press, Nashik Road (Maharashtra), India, basis only.

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2. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. 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.

4. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

5. 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.

6. 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

7. 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.

8. 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.

9. 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.

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 specification 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.

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---