

Bid Document

Bid Details	
Bid End Date/Time	10-09-2022 15:00:00
Bid Opening Date/Time	10-09-2022 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	2
Item Category	Supply of Page Scanning and Monitoring System , ITC of Page Scanning and Monitoring System
BOQ Title	SITC of Page Scanning and Monitoring System
Minimum Average Annual Turnover of the bidder (For 3 Years)	19 Lakh (s)
OEM Average Turnover (Last 3 Years)	19 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 *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
Primary product category	Supply of Page Scanning and Monitoring System
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
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EMD Percentage(%)	2.00
EMD Amount	94240

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	21

(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
Nashik
(India Security Press)

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". 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 QUANTITY.

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 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.

Supply Of Page Scanning And Monitoring System

(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

Specification Document	View File
BOQ Detail Document	View File

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

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	180

ITC Of Page Scanning And Monitoring System

(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

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1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	1	180

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

I. SPECIAL CONDITIONS OF CONTRACT (SCC)

- 1) **Country of Origin:** The country of origin of the goods/ machine shall be clearly mentioned.
- 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.
- 3) **Insurance:** Specific insurance cover for each consignment / supply is to be given by firm, as applicable.
- 4) **Distribution of Despatch Documents for Clearance/ Receipt of Goods** The supplier shall send all the relevant despatch 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) **Warranty Clause:**
 - a) The equipments supplied & installed under this contract shall be warranted against any type of defects arising due to design, fault, material, workmanship, poor packing and damage during transportation and unloading/shifting/lifting, storage and for trouble free operation.
 - b) The Warranty shall remain valid for a period of minimum one year from the date of final acceptance certificate issued by ISP and shall include repairing and replacing of defective parts of the system, required operational and maintenance support services at free cost, which are essentially required to put the entire system in normal operation.
- 6) **Taxes and Duties :** If the tenderer fails to include taxes and duties in the tender, no claim thereof will be considered by purchaser at a later stage.
- 7) **Terms and Mode of Payment:** 100% payment of the work will be made on successful supply, installation, testing, commissioning and acceptance by the consignee. The payment will be done through online mode only. Therefore, the suppliers have to produce all the Bank details such as Name of Bank, Account No., IFSC Code No., MICR No. along with the Tender document. TDS, if any, will be deducted on installation, testing, commissioning work.

II. REQUIRED DELIVERY SCHEDULE: Within 06 months from the date of Purchase Order issued by ISP.

III. QUALITY CONTROL REQUIREMENTS:

FINAL ACCEPTANCE TEST (FAT):

1. After successful ITC of the system, the FAT will be carried out for a period of three (3) working days consisting of 8 hours per day, conforming to the system configurations, including existing machine speed, output etc. as per the tender specifications.
2. For not meeting the required specifications and rated speed of the existing machine after installation of this system as per the tender specifications and other parameters of the system, if not met. A fresh FAT will be conducted for a period of another three (3) working days.

FINAL ACCEPTANCE CERTIFICATE (FAC):

1. Upon satisfactory completion of FAT, the FAC will be issued to the firm.

IV. QUALIFICATION/ELIGIBILITY CRITERIA:

(1) Minimum Eligibility Criteria:

- (a). Experience:** The Bidder (manufacturer or principal of authorised representative) shall be a manufacturer that has regularly for at least the last three years manufactured, supplied, erected, commissioned Page-Scanning & Monitoring System, during last five years ending on 31st March 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: 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:-

The bidder must have an should annual capacity to manufacture and supply at least one Page-Scanning & Monitoring System.

(c). Financial Standing:

- (i) Average Annual Turnover of the bidder firm (manufacturer or principal of authorised dealer) during the last three years, ending on 31.03.2021, should be at least Rs. 18,84,800/- 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.

Note: The Average Annual Turnover criteria are exempted for Start-ups and Micro and Small Enterprises. In case any bidder is seeking exemption from Average 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 31.03.2021.

- (iii) The net worth of the bidder should not be negative and also not have eroded by more than 30% in the last three years, ending on 31.03.2021.

Note: 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) Other Requirements:

- a) PAN:** The Bidder should be registered with the Income tax. Relevant proof in support shall be submitted.

- b) Goods & Services Tax Registration:** - The Bidder should be registered with the Goods & Services Tax Department. The bidder firm should submit GST Registration Certificate. Relevant proof in support shall be submitted.

- c) Manufacturer's authorization certificate:** The interested bidder must be either Original Equipment Manufacturer (OEM) or authorized dealer of the OEM, with the valid authorization certificate issued in their own name from the OEM. The self attested copy of such valid authorization from OEM shall be submitted along with the bid.

(3) Undertaking(s) on firm's letter head:-

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

- (b) 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."

- (c) 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"**.
- (d) The firm will have to give an undertaking that they will provide service backup for a minimum ten(10) years from the date of the installation of the system, as and when required.
- (e) The firm will have to submit an undertaking along with the bid that they have understood the complete scope and have no complaints in this regard.

V. 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.

VI. The terms and conditions, guidelines of SPMCIL Procurement Manual 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>

VII. 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.

NOTE:

1. All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm.
2. Decision on Finalization of tender will be taken based on the documents submitted along with the tender.

3. 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.

Applicability in Special Cases

1) 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 '31.03.2021'.

2) 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.)

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

Sr. No.	Description	Submitted /Not Submitted
1.	EMD	
2.	Documentary evidence towards Experience as per clause IV.(1).(a). mentioned under Buyer Added Bid Specific ATC	
3.	Documentary evidence towards Capability, equipment and manufacturing facilities as per clause IV.(1).(b). mentioned under Buyer Added Bid Specific ATC	
4.	Documentary evidence towards Financial Standings i.e. audited & CA certified Balance Sheets and Profit & Loss for FY 2018-19, 2019-20, 2020-21 data as per clause IV.(1).(c). mentioned under Buyer Added Bid Specific ATC	

5.	Documentary evidence towards copy of PAN and GST Registration Cert. of bidder and Manufacturer as per clause IV.(2).(a). & (b). mentioned under Buyer Added Bid Specific ATC	
6.	Documentary evidence towards Manufacturer's authorization Certificate.	
7.	Documentary evidence towards Non Black listing declaration as per clause IV.(3).(a). mentioned under Buyer Added Bid Specific ATC	
8.	Documentary evidence towards undertaking on firm's letter head as per clause IV.(3).(b). mentioned under Buyer Added Bid Specific ATC.	
9.	Documentary evidence towards withdrawing all the deviations, if any, unconditionally, and accepting all the terms and conditions of the tender document including the technical specifications as per clause 3 (c) of section IX	
10.	Documentary evidence towards undertaking on firm's letter head as per clause IV.(3).(d). mentioned under Buyer Added Bid Specific ATC.	
11.	Documentary evidence towards undertaking on firm's letter head as per clause IV.(3).(e). mentioned under Buyer Added Bid Specific ATC.	
12.	Adherence to the Technical Specification on firm's Letter Head	
13.	Adherence to the Required delivery schedule on firm's Letter Head as per clause II. mentioned under Buyer Added Bid Specific ATC	
14.	Adherence to the Quality Control Requirements on firm's Letter Head as per clause III. mentioned under Buyer Added Bid Specific ATC	
15.	Certificate of Local Content/MII Documents	

2. 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.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the

bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of 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.

5. **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.

6. **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.

7. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

8. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

9. **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.

10. **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.

11. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

12. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or

after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

13. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

14. 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---