

Bid Document

Bid Details	
Bid End Date/Time	21-11-2022 13:00:00
Bid Opening Date/Time	21-11-2022 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 (spmci)
Office Name	Janpath
Total Quantity	10000
Item Category	Multicolour Ultra Violet Thread (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)	58 Lakh (s)
OEM Average Turnover (Last 3 Years)	58 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
Is Part Quantity Bidding Allowed?	Yes
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	Indusind bank
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EMD Percentage(%)	2.00
EMD Amount	285600

ePBG Detail

Advisory Bank	Indusind bank
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	23

(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

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2

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.

Part Quantity Bidding

Buyer has allowed part quantity bidding, bidders can offer maximum quantity that they can deliver keeping in mind their capacity and delivery period requirements. The offer quantity has to be more than minimum bid quantity as specified by the Buyer in the bid. Offers with quantity less than Minimum are liable to be rejected. It may however be noted that there is no guarantee that full offer quantity will be ordered by the buyer. Quantity to be ordered by the buyer will depend on various factors including the Ranking of the bidder, Offered quantity, Splitting criteria indicated by the buyer in the bid and the requirement of the buyer to have multiple sources of supply for ensuring supply chain etc. Sellers would be notified about likely order quantity or range of possible order quantity at the time of price match request made by the buyer. ward of contract will be subject to acceptance of price match request along with min / max offer quantity as decided by the Buyer.

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.

Itemwise Minimum Capacity Required From Seller

Item Category	Item Quantity	Minimum Capacity
Multicolour Ultra Violet Thread	10000	40

Multicolour Ultra Violet Thread (10000 pieces)

(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	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	40	0	21
			800	31	60
			1200	61	90
			995	91	120
			995	121	150
			995	151	180
			995	181	210
			995	211	240
			995	241	270
			995	271	300
			995	301	330

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 authorised representative –hereinafter referred simply as ‘The Bidder’) should have manufactured and supplied Multicolour Ultra Violet Thread of at 4000 Reels in any one of the last five years ending on “31st March 2022”.

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 must have an annual capacity to manufacture and supply at least 4000 Reels of Multicolour Ultra Violet Thread.

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.

- (ii) The bidder firm shall provide the following details with the bid documents :
- Name of the machine(s) utilized to supply the quoted product.
 - The number of machines being utilized for the production and the capacity of each machine.
 - Total Annual Capacity of the Machine.
 - Supply orders in hand and proportionate capacity to supply the quoted product.

(c) Financial standing:

- (i) **Average Annual Turnover** The average annual financial turnover of the bidder during the last three years, ending on ‘31st March 2022’, should be at least 57,12,000/- 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 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 ‘31st March 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 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**".
- (iii) 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. Option Clause : The Purchaser reserves the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

5. Other Eligibility requirements for the Bidders:

- 5.1** 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).
- 5.2** 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 'multi color ultra violet thread' in past.
- 5.3** 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.

5.4 Manufacturer's Authorisation Letter: In case the bidder firm/ bidder offers to supply *multicolour ultra violet Thread*, 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.

5.5 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.

5.6 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.

5.7 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**.

5.8 All financial standing data (Balance sheet and Profit & Loss Statements etc.) should be certified by certified accountants' e.g. Chartered Accountants (CA).

5.9 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.

5.10 All the pages submitted are to be required & sealed by Authorised Signatory failing which tender shall be treated as unresponsive.

5.11 Bidder firm shall submit the copy of PAN & GST Registration Certificate.

6. General Condition of Contract (GCC):

6.1 Packing and Marking: As per Technical Specifications of the tender document.

6.2 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.

6.3 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. The material will be accepted on manufacturers guarantee certificate to be sent to purchaser. If any defects observed or the material 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) **Quality Control Requirement:-** As per Technical Specification.

(iii) **Pre-Production Samples :** The successful firm(s) will have to submit 40 nos. of Reels (in the shape of cone having length 2000 mtr) along with the Laboratory Test Report within 21 days from the date of place of contract as Pilot Batch.

6.4 Bid Splitting/Parallel contracts:

India Security Press, Nashik reserves its right to conclude Bid Splitting/Parallel Contract with more than one bidder (maximum upto two bidders for the same tender) without any prejudice to the capacity of the L1 bidder, as given below:

- a) Bidder firm should not quote for less than 25% of the tender quantity; otherwise their offer would be considered as unresponsive.
- b) Among all qualified bids, the lowest bid will be termed as L1. The rate quoted by L1 bidder will be counter offered to L2 bidder and, if agreed, orders shall be placed at a ratio L1 : L2 = 70:30 of the total tendered quantity.
- c) However, Purchaser also reserves the right to place Purchase Order for the 100% tendered quantity on the lowest qualified bidder in case L2 bidder does not accept L1 rates.
- d) In case of only one eligible bidder, 100% quantity will be allocated to the eligible bidder.

6.5 **Insurance:** A specific insurance cover for each consignment / supply is to be given by the firm, as applicable

6.6 **Warranty Clause:** As per Technical Specification.

6.7 **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.

6.8 **Terms and Mode of Payment:** The payment shall be made in the following manner-

- (a) The payment term is 100% within 30 days after receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier at ISP, Nashik.
- (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".

6.9 **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.

6.10 **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.**

6.11 **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>

7. Delivery Schedule:- for supply of 10,000 Reels:

Sr. No./ Lot No.	Required Quantity	Delivery Period
01	40 Reels of Multicolour Ultra Violet Thread as a Pilot Batch has to be supplied within 21 days from the date of issue of award of contract. Bulk supply shall start after the receipt of acceptance of pilot batch in writing from ISP (which will take approx. 10 days).	0-21 days
02	800 Reels	31-60 days

03	1200 Reels	61-90 days
04	995 Reels	91-120 days
05	995 Reels	121-150 days
06	995 Reels	151-180 days
07	995 Reels	181-210 days
08	995 Reels	211-240 days
09	995 Reels	241-270 days
10	995 Reels	271-300 days
11	995 Reels	301-330 days

Note: In case the Purchase Order(s) will be issued more than one firm under parallel contract/ eligible MSE Firm, each of the above delivery shall be proportionately placed in the ratio 70:30.

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
	Acceptance of the Technical Specification on firm's letter head.	
	Documentary evidence towards Experience as per clause 1(a) mentioned under Buyer Added Bid Specific ATC	
	Documentary evidence towards Capability, equipment and manufacturing facilities as per clause 1(b); (i) & (ii) mentioned under Buyer Added Bid Specific ATC	
	Documentary evidence towards Financial Standings data as per clause 1(c) mentioned under Buyer Added Bid Specific ATC	
	Undertaking/Declaration as per Clause 3. mentioned under Buyer Added Bid Specific ATC.	
	Documents as per clause No.5: Other Eligibility requirements for the Bidders mentioned under Buyer Added Bid Specific ATC.	
	Manufacturer's Authorisation Letter as per 5.4 of ATC in case bidder is authorised by the principle manufacturer.	
	Adherence to the General Conditions of Contract (GCC) as per Clause 6 mentioned under Buyer Added Bid Specific ATC.	
	Adherence to the Inspection and Quality Control, Pre-Shipment Inspection, Delivery Schedule & Quality Control Requirement, as per Clause 6.3 mentioned under Buyer Added Bid Specific ATC.	
	Adherence to the Delivery Schedule as per Clause 7 mentioned under Buyer Added Bid Specific ATC.	
	Undertaking as per Clause 8 for land border sharing criteria mentioned under Buyer Added Bid Specific ATC.	
	Certificate of Local Content against Make in India Order	
	Copy of GeM bid documents duly sealed & Signed by authorized signatory of bid document	

Copy of PAN and GST Registration Certificate of bidder as per Clause 5.11 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

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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.

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---