



# Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण   |  |  |  |
|---|--|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय   | 08-02-2025 18:00:00  |  |  |
| Bid Opening Date/Time/बिड खुलने की<br>तारीख/समय   | 08-02-2025 18:30:00  |  |  |
| Bid Offer Validity (From End Date)/बिड पेशकश<br>वैधता (बंद होने की तारीख से)  | 120 (Days)   |  |  |
| Ministry/State Name/मंत्रालय/राज्य का नाम   | Ministry Of Finance  |  |  |
| Department Name/विभाग का नाम  | Department Of Economic Affairs   |  |  |
| Organisation Name/संगठन का नाम  | Security Printing And Minting Corporation Of India Limited (spmcil)  |  |  |
| Office Name/कार्यालय का नाम   | Madhya Pradesh   |  |  |
| Total Quantity/कुल मात्रा   | 2  |  |  |
| ltem Category/मद केटेगरी  | SITC of AIR BLOWER 1, 50, 000 CFM  |  |  |
| GeMARPTS में खोजी गई स्ट्रिंग / Searched<br>Strings used in GeMARPTS  | SITC of AIR BLOWER 1,50,000 CFM<br>Air Compressor of Capacity 5000 Nm3/Hr (IOCL), Towel<br>Hand Cotton Turkish (IAF), Servo Control Drive - Servo Motor<br>Operated LVC as per IS 9815 (Part 1), Split Air Conditioner<br>(Ceiling Mount Type), as per IS: 1391 (part 2)<br>• Centrifugal Fan Blower |  |  |
| GeMARPTS में खोजा गया परिणाम / Searched<br>Result generated in GeMARPTS   |  |  |  |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant<br>Categories selected for notification  |  |  |  |
| MSE Exemption for Years Of<br>Experience/अनुभव के वर्षों से एमएसई छूट/ and<br>Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है                 | Yes  |  |  |
| Startup Exemption for Years Of<br>Experience/अनुभव के वर्षों से स्टार्टअप छ्टट/ and<br>Turnover/ टर्नओवर के लिए स्टार्टअप को छ्व्ट प्राप्त है | Yes  |  |  |
| Document required from seller/विक्रेता से मांगे<br>गए दस्तावेज़   | Certificate (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience<br>Turnover Criteria, the supporting documents to prove his<br>eligibility for exemption must be uploaded for evaluation b<br>the buyer   |  |  |

| Bid Details/बिड विवरण  |                                   |  |
|--|-----------------------------------|--|
| Do you want to show documents uploaded<br>by bidders to all bidders participated in<br>bid?/   | No                                |  |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया   | Yes                               |  |
| RA Qualification Rule  | H1-Highest Priced Bid Elimination |  |
| Type of Bid/बिड का प्रकार  | Two Packet Bid                    |  |
| Time allowed for Technical Clarifications<br>during technical evaluation/तकनीकी मूल्यांकन के<br>दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days                            |  |
| Inspection Required (By Empanelled<br>Inspection Authority / Agencies pre-<br>registered with GeM)                                     | Νο                                |  |
| Estimated Bid Value/अनुमानित बिड मूल्य   | 6180000                           |  |
| Evaluation Method/मूल्यांकन पद्धति   | Total value wise evaluation       |  |
| Arbitration Clause   | No                                |  |
| Mediation Clause   | No                                |  |

# EMD Detail/ईएमडी विवरण

| Advisory Bank/एडवाईजरी बैंक | State Bank of India |
|-----------------------------|---------------------|
| EMD Amount/ईएमडी राशि       | 123600              |

# ePBG Detail/ईपीबीजी विवरण

| Advisory Bank/एडवाइजरी बैंक   | State Bank of India |
|---|---------------------|
| ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)                                  | 5.00                |
| Duration of ePBG required (Months)/ईपीबीजी की<br>अपेक्षित अवधि (महीने). | 20                  |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

GENERAL MANAGER BANK NOTE PRESS DEWAS Bank Note Press Dewas (M.P.)-455001

## MII Purchase Preference/एमआईआई खरीद वरीयता

| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|
|--|-----|

#### MSE Purchase Preference/एमएसई खरीद वरीयता

| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|
|   |     |

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of guality 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. 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 gualify 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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

<u>OM No.1 4 2021 PPD\_dated\_18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have guoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. 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.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

# SITC Of AIR BLOWER 1, 50, 000 CFM ( 2 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

# Technical Specifications/तकनीकी विशिष्टियाँ

| Buyer Specification<br>Document/क्रेता विशिष्टि दस्तावेज़ | Download |  |
|---|----------|--|
|---|----------|--|

# Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र.<br>सं.  | Consignee<br>Reporting/Officer/<br>परेषिती/रिपोर्टिंग<br>अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के<br>दिन |
|--|--|-------------|-----------------|---------------------------------|
| 1Padmajakshan K.S.455001,General Manager<br>Admin Office , Bank Note Press,<br>Dewas |  | 2           | 180             |                                 |

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. 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.

#### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

THE GENERAL MANAGER payable at BANK NOTE PRESS DEWAS (M.P.)

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

#### BANK NOTE PRESS DEWAS (M.P.)

. 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

THE GENERAL MANAGER payable at BANK NOTE PRESS DEWAS (M.P.)

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

#### THE GENERAL MANAGER

payable at

BANK NOTE PRESS DEWAS (M.P.)

. 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

#### THE GENERAL MANAGER, BANK NOTE PRESS DEWAS (M.P.)

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) **Experience & Past performance:** The bidder (manufacturer or principal of authorized representative ) shall be a manufacturer that has regularly for at least the last three years manufactured, supplied, erecte d, commissioned Air Supply Blower of 1,50,000 CFM Capacity with the same or higher specifications of at I east one number in last five years ending on 31st march 2024. 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.

2) **Capability: Equipment & Manufacturing facility:** The bidder must have an annual capacity to manufa cture and supply at least 1 quantity of the Air Supply Blower of 1,50,000 CFM Capacity.

## 3) **Financial Standing:**

a) The average annual financial turnover of the bidder firm (manufacturer or principal of authorized dealer) du ring the last three years, ending on 31st March 2024, should be at least Rs.24,72,000/- as per the annual r eport (audited balance sheet and profit & loss account) of the relevant period duly authenticated by a Char tered Accountant/ Cost Accountant in India or equivalent in relevant countries.

b) The net worth of the firm should a. not be negative on 31st March 2024 and should not have eroded by more than 30% in the last three years, ending on 31st March 2024

Note 1: To ascertain criteria net worth of initial and last financial year should be compared. To ascertain fin ancial standing criteria, bidders must submit seal & signed Balance Sheet & Profit and loss statement of la st 3 Financial year i.e FY 2021-22, FY 2022 - 23 & FY 2023 - 24, duly certified by Chartered Accountants/ C ost Accountants.

Note 2: For MSEs and Start-ups (registered for the tendered item) all financial criteria & Experience and pa st performance criteria shall be exempted. However, its capacity and capability may be verified (if necessa ry) by the buyer.

4. Applicability to 'Make in India' :Bidders (manufacturer or principal of authorized representative) If the pr oduct is being manufactured in India under a license from a foreign manufacturer who holds intellect ual p roperty 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, an d 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 h olds 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 authorized representative) furnishes along with the bid a legally en forceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufact ure, 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.

5. For Authorized Representatives: Bids of bidders quoting as authorized representative of a principal man ufacturer would also be considered to be qualified, provided: i) their principal manufacturer meets all the c riteria above without exemption, and ii) the principal manufacturer furnishes a legally enforceable ten derspecific authorization in the prescribed form assuring full guarantee and warranty obligations as per th e g eneral and special conditions of contract; and iii) the bidder himself should have been associated, as autho rized 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 simila r 'Product' for past three years ending on 'The Relevant Date'.

6. For Existing successful Past Suppliers: In case the bidder (manufacturer or principal of authorized repres entative) who is a successful past supplier of Air blower of 150000 CFM Capacity in at least one of the rece nt past three procurements (within SPMCIL/ BRBNMPL / BNPMIPL), who do not meet any or mo 6 / 10 re 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 to any units of SPMCIL.

7. Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cann ot) 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 Standi ng Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fu lly owned subsidiary bidding company, with appropriate legal documents proving such ownership.

8. Start-up Enterprises: Requirements of prior experience and turnover would be relaxed for Start-up enter prises as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), subject to their m eeting the quality and technical specifications. Such Start-ups maybe either MSE or otherwise. Note for the bidders:- i. Along with all the necessary documents/ certificates required as per the bid conditions, the bid der should furnish a brief write-up, backed with adequate data, explaining his available capacity (both tech nical and financial), for manufacture and supply of the required goods/ equipment, within the specified tim e of completion, after meeting all their current commitments. ii. Supporting documents submitted by the b

idder must be certified as follows: a. All copy of supply/ work order; respective completion certificate/Invoic e copy and contact details of clients; documents issued by the relevant Industries Department; National S mall Industries Corporation (NSIC); manufacturing licence, annual report, etc., in support of experience, pa st performance and capacity/ capability should be authenticated by the by the person authorized to sign t he tender on behalf of the bidder. b. All financial standing data should be certified by certified accountants , for example, Chartered Accountants/ Cost Accountants in India and equivalent in relevant countries; and i ii. Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.

9. LD Clause: if the supplier fails to deliver any or all of the goods or fails to perform the services within t h e time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equi valent to the ½% percent of the delivered price of the delayed goods and/ or services for each week of del ay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods' or services' contract price(s).

10. GST Return: Supplier should file the GST returns for outward supplies in time. In case of any Input credi t Loss to BNP by way of their failure to files GST returns in time, BNP reserves the right to withhold the pay ment of further supplies till production of evidence of filling of returns.

11. Documents Checklist:- The participating bidder has to submit the documents as per following mention ed order:-

(i) Seal & signed Bid/Tender document as an unconditional acceptance of all terms & conditions of bid.

(ii) Seal & signed technical specification

(iii) Latest Udyam Certificate, if bidder is claiming any benefits against MSE Policy. 7 / 10

(iv) All copy of supply/ work order; respective completion certificate / Tax invoice raised against same supp ly order of tender item and contact details of clients; documents issued by the relevant Industries Departm ent; National Small Industries Corporation (NSIC); manufacturing licence, annual report, etc., in support of experience, past performance and capacity/ capability.

(v) Audited Balance sheet & Profit and loss statement of FY 2021-22 , FY 2022 - 23 & FY 2023 - 24 duly cer tified by Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

(vi) Declaration regarding local content with details of location at which value addition activity is being don e, if bidder has applied for Make in India purchase preference.

(vii). You are requested to submit the Undertaking / Declaration certificate that you are currently not suspe nded/ Banned/Blacklisted by any ministry /department of govt. of India or by any state govt. for business d ealing.

12. Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procureme nt 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regardi ng eligibility of bidders from specified countries shall be applicable to this tender. Salient features of this a re: I. Any bidder from a country which shares a land border with India (excluding countries as listed on 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 t o bid in this tender on ly 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 ha ve read the clause regarding restrictions on procurement from a bidder of a country which shares a land b order with India; and solemnly certify that we are not from such a country or, if from such a country, we ar e registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requiremen ts in this regard and are eligible to be considered." II. In tenders for Turnkey contracts including Works con tracts, the successful bidder shall not be all owed 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 C ommittee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such case s the bidders shall enclose following certificate: "We have read the clause regarding restrictions on procur ement from a bidder of a country which shares a land border with India and on sub-contracting to contract ors from such countries,; and solemnly certify that we are not from such a country or, if from such a countr y, we are registered with the 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 he reby certify that we fulfill all requirements in this regard and are eligible to be considered." III. "Bidder" (in cluding the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or fir m or company, including any member of a consortium or joint venture (that is an association of several per

sons, or firms or companies), ever y artificial juridical person not falling in any of the descriptions of bidder s stated hereinbefore, including any agency branch or office controlled by such person, parti cipating 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 subsidi ary of an entity incorporated, established, or registered in such a country; or (c) An entity substantially con trolled through entities incorporated, established, or registered in such a country; or (d) An entity whose b eneficial owner is situated in such a country; or (e) An Indian (or other) agent of such an entity; or (f) A nat ural person who is a citizen of such a country; or (g) A consortium or joint venture where any member of th e consortium or joint venture falls under 8 / 10 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 i s the natural person (s). Who, whether acting alone or together, or through one or more juridical person, h as a controlling ownership interest or who exercises control through other means. (b) Explanation

1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent. 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 t ogether, 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 perso n(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or e ntitlement to more than fifteen percent of the property or capital or profits of such association or body of in dividuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant n atural 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.

13. Payment Terms : 100% payment shall be released after receipt of entire materials, inspection & Succe ssful SITC of Air Blower, issue of Final Acceptance Certificate by BNP and on production of all required doc uments by the firm.

Paying Authority: JGM (F&A), Admin Building, Bank Note Press, Dewas - 455001.

The firm has to submit bank details along with invoice mentioning

Beneficiary name:

Account Number:

IFSC Code:

Address and Branch Details:

14.By participating in this tender, the suppliers/Vendors/Contractors are deemed to have undertaken that t hey shall not give or take, any financial or non-financial bribe, to or from any one during the tender or duri ng the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance.

# 15. Warranty Clause :

**1.** The supplier warrants that the goods supplied under the contract is new, unused, andin corporate all recent improvements in design and materials unless prescribed otherwise by SPMCIL in the contract. The supplier further warrants that the goods supplied under the con tract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per SPMCIL's specifications) or workmanship or fromany act or omission of the supplier, that may develop under normal use of the supplied goods u nder the conditions prevailing in India.

**2.** This warranty shall remain valid for twelve months after the goods or any portion thereo f as the case may be, have been delivered to the final destination and installed and commi ssioned at the final destination and accepted by SPMCIL in terms of the contract or for fifte en months from the date of despatch from the supplier's premises for domestic goods(incl uding goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for import ed goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.

**3.** In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same i n writing to the supplier.

**4.** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within thep eriod, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods afte r providing their replacements and no claim, whatsoever shall lie on SPMCIL for such replace ed parts/ goods thereafter.

**5.** In the event of any rectification of a defect or replacement of any defective goods durin g the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functio ning to the satisfaction of SPMCIL.

**6.** If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reason able period (or within the period, if specified in the SCC), SPMCIL may proceed to take such remedial action(s) as deemed fit by SPMCIL, at the risk and expense of the supplier andwit hout prejudice to other contractual rights and remedies, which SPMCIL may have against th e supplier.

# 16. Site Visit for tenderer is compulsory & certificate for the same should be encl osed in the tender.

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर का इसका अनुपालन करना होगा और कोई भी गलत कामाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---