



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5921765 Dated/दिनांक : 03-03-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिंड बंद होने की तारीख/समय	02-04-2025 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-04-2025 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश 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 Inc		
Office Name/कार्यालय का नाम	Madhya Pradesh	
क्रेता ईमेल / Buyer Email	buyer80.spmcils.mp@gembuyer.in	
Total Quantity/कुल मात्र	12	
ltem Category/मद केटेगरी	PM595 4ETH F A7 PLC Module AC 500 PLC , TA 524 Couple module , DC 532 Digital input output module , AX522 Analog input output module , Ethernet module CPU PM590 ETH E5 , Base Ethernet module TB 511 ETH , Communication module CM579 ETH CAT A6 , Ether CAT Bu module CI512 KBA E0 , TU508 ETH I O unit 24 VDC Base module , TU 531Expention modules , CS31 Bus module DC 551 CS31 D4 , CS31 Bus module Base DC 551 CS31	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	PM595-4ETH-F(A7) PLC Module, AC 500 PLC, TA 524, Coupler module, DC 532, Digital input/output module,, AX522 Analog input/ output module, Ethernet module (CPU) PM590-ETH (E5), Base Ethernet module TB 511-ETH, Communication module CM579-ETH CAT(A6), Ether CAT Bus module CI512-KBA(E0), TU508-ETH I/O unit 24 VDC Base module, TU 531Expention modules, CS31 Bus module DC 551-CS31 (D4), CS31 Bus module Base DC 551-CS31	

#### Bid Details/बिड विवरण

Searched String: PM595-4ETH-F(A7) PLC Module, AC 500 PLC

**Desktop Computers** 

Searched String: TA 524, Coupler module

Modular Extendable Conference Table (V2), Commercial CPVC Pipe Fittings, Commercial PPR Pipes Fittings as per IS 15801

Searched String: DC 532, Digital input/output module,

Category not available on GeM for the text string uploaded by the buyer

**Searched String**: AX522 Analog input/ output module

Toxic Gas Detector, Pressure Sensor, Hand Held Calibrator, Soil Moisture Sensor

Searched String: Ethernet module (CPU) PM590-ETH (E5)

Category not available on GeM for the text string uploaded by the buyer

Searched String: Base Ethernet module TB 511-ETH

Category not available on GeM for the text string uploaded by the buyer

**Searched String**: Communication module CM579-ETH CAT(A6)

Category not available on GeM for the text string uploaded by the buyer

**Searched String**: Ether CAT Bus module CI512-KBA(E0)

Category not available on GeM for the text string uploaded by the buyer

Searched String: TU508-ETH I/O unit 24 VDC Base module

Category not available on GeM for the text string uploaded by the buyer

**Searched String**: TU 531Expention modules

Insulated Gate Bipolar Transistor Modules (BHEL), Interface module, Solar Photovoltaic Modules / Panels - Thin Film Terrestrial, Solar Photovoltaic Modules / Panels - Crystalline silicon terrestrial, LoRA Development Module Kit, Furnace and Heat Exchanger Tubes, Squeegee Washer Wiper Mopper (V2), Steel Tubes, Tubulars as per IS 1239, Hemodialysis Blood Tubings Set (V2), File Folder Cover (V2)

Searched String: CS31 Bus module DC 551-CS31 (D4)

Extendable Road Barricade (V2), Electric Buses (V2), Tarpaulins Made from HDPE Woven Fabrics as per IS 7903, Buses (V2), Steel Bookcases as per IS 7761, Meeting Table (V2)

Searched String: CS31 Bus module Base DC 551-CS31

## GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS

Bid D	Buses (V2) etails/बिंड विवरण	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Relay Module     Programmable Logic Controller (PLC)     Continuous Cardiac Output Monitor	
BOQ Title/बीओक्यू शीर्षक	PLC and PLC module	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	PM595 4ETH F A7 PLC Module AC 500 PLC	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Estimated Bid Value/अनुमानित बिड मूल्य	2284114	
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	45682

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक State Bank of India
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ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00	
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	17	

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता 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 :

The General Manager Bank Note Press, Dewas, M.P-455001 (Kedarnath Mahapatra)

## MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	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. 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 .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.

- 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 quoted 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 100% (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

#### PM595 4ETH F A7 PLC Module AC 500 PLC

(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

Specification Document	<u>View File</u>
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

#### **TA 524 Coupler Module**

(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 अईता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

### DC 532 Digital Input Output Module

(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)

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1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

#### **AX522 Analog Input Output Module**

(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)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

### **Ethernet Module CPU PM590 ETH E5**

(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

Specification Document	<u>View File</u>
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# BOQ Detail Document View File

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1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

#### **Base Ethernet Module TB 511 ETH**

(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)

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1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

# **Communication Module CM579 ETH CAT A6**

(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)

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1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

#### Ether CAT Bus Module CI512 KBA E0

(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)

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

#### **TU508 ETH I O Unit 24 VDC Base Module**

(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)

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1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

### **TU 531Expention Modules**

(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)

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1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

#### CS31 Bus Module DC 551 CS31 D4

(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

Specification Document	<u>View File</u>
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

### CS31 Bus Module Base DC 551 CS31

(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

	Specification Document	<u>View File</u>
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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	90

# 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 2. Forms of EMD and PBG

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

Bank Note Press, Dewas payable at Dewas

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

. 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

Bank Note Press, Dewas payable at Dewas

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

Bank Note Press, Dewas payable at Dewas

. 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

Bank Note Press, Dewas

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. Payment Terms:** 100 % payment will be done after receipt of satisfactory report from user de partment and on production of all required documents by the firm. The Payment will be done through RTGS only

Paying Authority: HOD (F&A) / Manager (F&A)

The firm has to submit bank details along with invoice mentioning[1]Beneficiary name: Account Number: IFSC code: Address and Branch Details:

- 2. The bidder firm should meet following eligibility criteria to qualify: (a). For MSE/Star t-up firm: Capability Equipment & Manufacturing Facilities: The bidder firm should have capa bility to manufacture and supply of tendered item.
- **(b). For other firm** Experience and past performance: The bidder firm may be manufacturer/Pr oven supplier/Authorized dealer or distributor of tendered item or bidder may participate with man ufacturing authorization form (issued by manufacturer of tendered item

Note: Participating bidder needs to submit all related documents along with the bid.

**3. Liquidated Damages**: If the supplier fails to deliver any or all of the goods or fails to perform t he services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice t o other rights and remedies available to SPMCIL under the contract, deduct from the contract pric e, as liquidated damages, a sum equivalent to the ½% of the delivered price of the delayed goods

and/ or services for each week of delay 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).

- **4. GST return**: The Supplier should file the GST returns for outward supplies in time. In case of an y input credit loss to BNP by way of their failure to file GST returns in time, BNP reserves the right to withhold the payment of further supplies till production of evident of filling of returns.
- **5. Land Border sharing**: Ministry of Finance, Department of Expenditure, Public Procurement Di vision, 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.

Salient features of this are: I. Any bidder from a country which shares a land border with India (ex cluding 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 developme nt projects) will be eligible to bid in this tender only if the bidder is register ed 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 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 Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall e nclose 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 so lemnly certify that we are not from such a country or, if from such a country, we are registered wi th the Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such con tractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

- III. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) m eans any person or firm or company, including any member of a consortium or joint venture (that i s an as sociation 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 me ans:
- (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 controll ed through entities incorporated, established, or registered in such a country; or (d) An entity who se 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 juridical person, has a controlling ownership interest or who exercises control through other means. (b) Explanation[1]
- 1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five p er 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 natur al person(s), who, whether acting all one or together, or through one or more juridical person, has owner ship of or entitlement to more than fifteen percent of the property or capital or profits of su ch association or body of individuals
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the re levant 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 auth or of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and a ny other natural person exercising ultimate effective control over the trust through a chain of cont rol or ownership. VI. An Agent is a person employed to do any act for another, or to represent anot her in dealings with third person.
- **6. Documents Checklist:** The participating bidder shall also submit the documents as per following mentioned order:
- (i) Seal & signed Bid/Tender document as an unconditional acceptance of all terms & conditions of bid.
- (ii) Seal & signed technical specifications.
- (iii) Catalogue of the offered product.
- (iv) Latest Udyam Certificate, if bidder is claiming any benefits against MSE Policy.
- (v) Declaration regarding local content with details of location at which value addition activity is being done, if bidder has applied for Make in India purchase preference.
- (vi) Undertaking/Declaration certificate that you are currently not suspended/Banned/Blacklisted by any ministry/ department of govt. of India or by any state govt. for business dealing.
- (vii) Bidder should submit OEM Authorization of the offered product.
- **7. Antibribery Clause**: By participating in this tender, the suppliers/Vendors/Contractors are dee med to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance.

#### 8. Warranty Clause-

- (a) The supplier warrants that the goods supplied under the contract is new, unused, and in corpor ate 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 contract shall have no de fect arising from design, materials (except when the design adopted and / or the material used are as per SPMCIL's specifications) or workmanship or from any a ct or omission of the supplier, that may develop under normal use of the supplied goods un der the conditions prevailing in India.
- (b) This warranty shall remain valid for twelve months after the goods or any portion there of as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by SPMCIL in terms of the contract.
- (c) In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.
- (d) Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, i f specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ul timate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPMCIL for such replaced parts/ goods thereafter.
- (e) In the event of any rectification of a defect or replacement of any defective goods during the w

arranty 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 start functioning to the satisfaction of SPMCIL.

(f) If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reason able p eriod (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 and without prejudice to ot her contractual rights and remedies, which SPMCIL may have against the supplier.

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### 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 attached categories, 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 का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---