



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6028309
Dated/दिनांक : 26-03-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-04-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-04-2025 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 India Limited (spmci)
Office Name/कार्यालय का नाम	Madhya Pradesh
क्रेता ईमेल/Buyer Email	buyer80.spmcils.mp@gembuyer.in
Total Quantity/कुल मात्रा	6
Item Category/मद केटेगरी	Combibox Clutch Brake KEB-08-10-370 , Combibox Clutch Brake KEB-09-10-370 , Electromagnetic Clutchbrake With Pully , Clutch Brakes MNB0 point 4G , Air Pressure Sensor
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Combibox Clutch/ Brake KEB-08-10-370φ24-DC24V, Combibox Clutch/ Brake KEB-09-10-370φ28-DC24V, Electromagnetic Clutchbrake With Pully PP5025-01 PP5025-02, Electromagnetic Clutch Brakes MNB0.4G, Air Pressure Sensor PPX-R01N-6M-KA

Bid Details/बिड विवरण

<p>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</p>	<p>Searched String: Combibox Clutch/ Brake KEB-08-10-370φ24-DC24V Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: Combibox Clutch/ Brake KEB-09-10-370φ28-DC24V Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: Electromagnetic Clutchbrake With Pully PP5025-01 PP5025-02 Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: Electromagnetic Clutch Brakes MNB0.4G Sieve Shaker</p> <p>Searched String: Air Pressure Sensor PPX-R01N-6M-KA Pressure Sensor, Element Filter Compressor, Tyre Air Pressure Gauge, EXTINGUISHER FIRE DEFENCE WATER STORED AIR PRESSURE TYPE OF 9 LTRS CAPACITY (STAINLESS STEEL BODY), Positive Air Pressure Suit (NPCIL), High Pressure Breathing Air Compressor Petrol Engine Driven, Polyurethane Tube, Domestic Pressure Cookers (V2) as per IS 2347, High Pressure Breathing Air Compressor Motor Driven as per IS 15879, CPAP Machine (V2)</p>
<p>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</p>	<ul style="list-style-type: none"> • Brake Blocks • Force Sensor • Pressure Plate
<p>BOQ Title/बीओक्यू शीर्षक</p>	<p>Clutch brake and sensor</p>
<p>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</p>	<p>Yes</p>
<p>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</p>	<p>Yes</p>
<p>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</p>	<p>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</p>
<p>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</p>	<p>No</p>
<p>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</p>	<p>Yes</p>
<p>RA Qualification Rule</p>	<p>H1-Highest Priced Bid Elimination</p>

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Combibox Clutch Brake KEB-08-10-370
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	2656315
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	53126

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 अपेक्षित अवधि (महीने).	18

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 MP 455001
(Kedarnath Mahapatra)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	Ashok Sharma
Designation of Competent Authority	Jt.GM (M) for CPSO
Office / Department / Division of Competent Authority	BNP Dewas
CA Approval Number	51342
Competent Authority Approval Date	26-03-2025
Brief Description of the Approval Granted by Competent Authority	Exempted as per revised MII guidelines issued by Govt. of India recently vide order dated 19 July 2024 being foreign machinery spares

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

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. 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 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.
4. 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.

5. 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

Combibox Clutch Brake KEB-08-10-370

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer/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	120

Combibox Clutch Brake KEB-09-10-370

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	120

Electromagnetic Clutchbrake With Pully**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	120

Clutch Brakes MNB0 Point 4G**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	120

Air Pressure Sensor**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	2	120

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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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

The General Manager, 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

The General Manager, 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

The General Manager, 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

The General Manager, 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

The General Manager, 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. The bidder firm should meet following eligibility criteria to qualify:

- (i) **Experience & Past Performance:** - The bidder (manufacturer or principal of authorized representative – hereinafter referred simply as 'The Bidder') shall be a manufacturer that has regularly for at least the last three years completed **supply and installation of clutch brake for printing m/c** with the same or higher specifications of at least one number in last five years ending on "31.03.2024". 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.
- (ii) **Capability- Equipment & manufacturing Facilities:-** The bidder must have an annual capacity to manufacture and supply at least 01 similar **supply and installation of clutch brake for printing m/c**.

Note: At the discretion of the purchaser, the capacity & capability assessment/ verification of bidder /manufacturer firms shall be undertaken by technical committee or through a third party technical consultancy/inspection agencies to ensure that firms are identified and capable to develop the item as required.

(iii) **Financial Standing:-**

- (1) The average annual financial turnover of the bidder firm (manufacturer or principal of authorized dealer) during the last three years, ending on '31.03.2024' should be at least 40% or equivalent in foreign currency at exchange rate prevailing on 31.03.2024 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.
- (2) The net worth of the firm should
- not be negative on '31.03.2024' and
 - not have eroded by more than 30% in the last three years, ending on '31.03.2024'.

Note 1: To ascertain criteria net worth of initial and last financial year shall be compared. To ascertain financial standing criteria, bidders must submit seal & signed Balance Sheet & Profit and loss statement of last 3 financial year i.e. FY 2021-22, FY2022-23 & FY 2023-24, duly certified by Chartered Accountants/ Cost Accountants.

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

- 2. Applicability to 'Make in India':** Bidders (manufacturer or principal of authorized 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 authorized 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.

3. For Authorized Representatives: Bids of bidders quoting as authorized 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 authorization 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 authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

4. For Existing successful Past Suppliers: In case the bidder (manufacturer or principal of authorized representative) who is a successful past supplier of **supply and installation of clutch brake for printing m/c** in at least one of the recent past three procurements (within SPMCIL/ BRBNMPL/BNPMIPL), 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 to any units of SPMCIL.

5. 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.

6. Start-up Enterprises: Requirements of prior experience and turnover would be relaxed for Start-up enterprises as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), subject to their meeting the quality and technical specifications. Such Start-ups may be either MSE or otherwise.

7. Payment Terms:-

100% on receipt and acceptance of goods by the purchaser and on production of all required documents by the supplier

- The payment will be done through RTGS Only.
- Paying Authority: Head of Finance, Bank Note Press Dewas
- The firm has to submit bank details along with invoice mentioning
- Beneficiary Name:
- Account Number:
- IFSC Code: Address and Branch Details:

8. Delivery Schedule: - The bidder on whom contract will be placed will have to supply, install & commission the machine/equipment within 120 days from the issue of contract.

9. Liquidated Damages: If the supplier fails to deliver any or all of the goods or fails to perform the services within the 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 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 deducti

on of the 10% of the delayed goods' or services' contract price(s).

10. GST return: The Supplier should file the GST returns for outward supplies in time. In case of any 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 evidence of filing of returns.

11. 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. Salient features of this are:

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 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 contract or 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 subcontracting 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 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 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) 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 juridical person, has 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 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.

12. Anti-bribery clause: By participating in this tender, the suppliers/Vendors/Contractors are deemed 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.

13. Warrantee clause:

(a) The supplier warrants that the goods supplied under the contract is new, unused, and incorporate 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 defect 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 act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

(b) This warranty shall remain valid for twelve months after the goods or any portion thereof 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, 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 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 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 functioning to the satisfaction of SPMCIL.

(f) If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable 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 and without prejudice to other contractual rights and remedies, which SPMCIL may have against the supplier.

14. 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, scope of work & Service Level Agreement.
- (iii) Latest Udyam Certificate, if bidder is claiming any benefits against MSE Policy.
- (iv) Audited Balance sheet & Profit and loss statement of FY 2021-22, FY2022-23 & FY 2023-24 duly certified by Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.
- (v) 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.
- (vi) Catalogue of the offered product.

15. Note for bidders:

- i. Along with all the necessary documents/ certificates required as per the bid conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/ equipment, within the specified time of completion, after meeting all their current commitments.
- ii. Supporting documents submitted by the bidder must be certified as follows:
 - a. All copy of supply/ work order; respective completion certificate/Invoice copy and contact details of clients; documents issued by the relevant Industries Department; National Small Industries Corporation (NSIC); manufacturing licence, annual report, etc., in support of experience, past performance and capacity/ capability should be authenticated by the person authorised to sign the 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
- iii. Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.

8. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Disclaimer/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---