



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/4131534 Dated/दिनांक : 04-11-2023

# Bid Document/ बिड दस्तावेज़

5115	Astaile Dr. Dawn
Bid D	Details/बिड विवरण
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-12-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-12-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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	Janpath
Total Quantity/कुल मात्रा	500
Item Category/मद केटेगरी	pigment yellow colour natural (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *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
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिंड का प्रकार	Two Packet Bid
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
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता		No		
ePBG Detail/ईपीबीजी विवरण				
Required/आवश्यकता		No		
Splitting/विभाजन				
Bid splitting not applied/बोली विभाज	न लागू नहीं किया ग	या.		
MII Purchase Preference/एमआई३	नाई खरीद वरीयता			
MII Purchase Preference/एमआईआई	खरीद वरीयता	No		
MSE Purchase Preference/एमएसई खरीद वरीयता				
MSE Purchase Preference/एमएसई	खरीद वरीयता	Yes		
1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. 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.  Pigment Yellow Colour Natural ( 500 kilogram )  Technical Specifications/तकनीकी विशिष्टियाँ				
Buyer Specification Document/क्रेता विशिष्टि दस्तावेज	Download			
Consignees/Reporting Officer/9	ोक्रिसी /ग्रिगोर्टिंग अण्	लागे and/ तथा Quantity/मान		

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vikas Kumar	461005,Security Paper Mill ,Narmadapuram , Madhya Pradesh	500	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 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. 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.

## 3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **ADDITIONAL TERMS & CONDITIONS (ATC)**

- **i) Required Terms of Delivery:** F.O.R. Security Paper Mill Narmadapuram (Duly Unloaded) Transport the contracted material/supplies only through Registered Common Carriers.
- **ii) Payment Terms:** 100% on receipt and acceptance (suitability) of goods by the SPM, Narmadapuram a nd on production of all required documents by the supplier.
- **iii)** Bidder Should Quote Prices Inclusive of GST And All Cost Components Such As Packing & Forwarding De tails, Freight & Insurance Charges upto Destination etc. on FOR Security Paper Mill, Narmadapuram (Madhy a Pradesh), India basis only.
- **Iv)** If required SPM may visit the factory during techno-commercial bid stage, to ascertain the bidder manuf acturing capability & quality control methodology.
- v) Performance of the bidder in executing the previous/current contract/orders of SPM shall be

taken into account during technical evaluation. The bids of the tenderers who were not able to comply PO original delivery schedule and unsuccessful in completing the previous orders of SP M without any valid reason are liable to be ignored/rejected.

vi) Liquidated Damages (LD) Clause: If the contractor fails to deliver the goods and/or services or any i nstallment thereof within the Delivery Period, SPM Narmadapuram shall, without prejudice to other rights a nd remedies available to SPM, Narmadapuram under the contract, deduct from the contract price, as Liquid ated damages, a sum equivalent to the rate of 0.5 Percent of the delivered price of the delayed goods and/or services along with applicable GST of 18% on the LD amount for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (plus GST on the LD amount) of the delayed goods or services.

**VII)** The terms and conditions, guidelines of SPMCIL Procurement Manual Version 2.0 will be applicable to t his bid at any stage to avoid any conflict at later stage. Kindly refer General Instructions to Tenderer (GIT) and General Conditions of Contract (GCC) of SPMCIL Procurement Manual Version 2.0 for additional terms a nd conditions as per the links given below:

GIT: <a href="https://spmcil.com/uploaddocument/GIT/new.pdf">https://spmcil.com/uploaddocument/GIT/new.pdf</a>
GCC: <a href="https://spmcil.com/uploaddocument/GCC/new.pdf">https://spmcil.com/uploaddocument/GCC/new.pdf</a>

**VIII)** SPM (as Buyer) is liable to deduct TDS u/s 194Q @ applicable rate on goods purchases (if applicable). I n case of deduction of TDS under section 194Q; the Supplier (Vendor) need not to charge TCS u/s 206C (1H ) on invoicing on or after 01.07.2021.

**IX)** Vendor has to submit declaration in specified format for the compliance of Section 206AB of Income Ta x Act, 1961. In case of non-submission of declaration; TDS will be deducted at higher rates (as applicable) a s per section 206AB.

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

## xi) Manufacturer Authorization Certificate:

- (a) If the bidder firm is manufacturer then firm has to submit the valid registration certificate.
- (b) If the bidder firm is not the manufacturer then firm has to submit the valid manufacturer's authoriza tion certificate/valid dealership certificate of the item supplied as per the standard form duly filled by O EM as per Annexure-XIV (refer Buyer added Specific ATC) of this tender document.
- xil) Bidder shall submit duly seal & signed copy of Section-VII: Technical Specifications & Section-VIII: Quality Control Requirements.
- **xIII) Delivery Schedule:** Delivery Schedule shall be in staggered manner as per below:

Sr. No.	Delivery Period	Quantity
1	Within 45 days from the date of issue of contract in GeM.	250 KG
2	b/w 46 to 90 days from the date of issue of contract in GeM.	250KG

Total	500KG
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## xiv) Dispatches:

- **a.** The material may be dispatched through Road.
- **b.** The supplier should indicate the Bale No. on each of the bales and accordingly also enclose the individua I bale-wise weight list in duplicate with documents to enable us to process supplier bills and same should be followed for all supplies, failing which payment will be withheld.
- **c.** The dispatch should be made strictly as per the delivery schedule which will be indicated in our supply o rder. Advance supplies may not be accepted without prior permission.
- **d.** Date of receipt of the material in the Mill will be taken as date of delivery.
- **e.** While dispatching the material by truck please ensure that the truck driver are holding valid and original license with them failing which the truck may not be allowed to enter the Security Paper Mill premises and may be sent back without unloading at their risk and cost.
- **f.** The truck may be detained for the 2/3 days in case of pre-occupation.
- **g.** Unloading of consignment at our site and arrangement of the same in a systematic manner as required by our Stores Department is to be arranged by the supplier.
- **h.** It is to be ensured that persons engaged for unloading possess necessary police clearance and the work under necessary security check by the CISF.
- i. The Chief General Manager, Security Paper Mill, Narmadapuram, reserve the right without assigning the reason:-
  - To short-close / foreclose the order at any time during process of supply against our supply order.
  - To reduces the tender quantity at the time of concluding the final supply order/contract.
- **j.** As the procurement is being done for Government (Wholly owned unit of Govt. of India) all the rules applicable for procurement of Government stores will be applicable to those goods.

#### xv) Non-Delivery of Material:

In the event of non-delivery of all or part of the order within the specific time, the Chief General Manager, S ecurity Paper Mill, Narmadapuram, (M.P) reserves the right to cancel the order and forfeit the Security Dep osit. In the event of such cancellation the supplier shall remain responsible to make good the extra expendi ture incurred by this Unit to procure the entire material or part thereof as the case may be arising due to n on-delivery by the supplier within a period of three months from the date of cancellation of the supply order . The supplier shall not be entitled to any gain on such purchase & shall be in the entire discretion of the C hief General Manager, Security Paper Mill, Narmadapuram, (M.P). It shall not be necessary for the Chief General Manager to serve a notice of such purchase of the supplier.

## xvi) WARRANTY CLAUSE:

- 21.1 The warranty shall remain valid for twelve months after the goods have been delivered to the final de stination and accepted by SPM in terms of the contract or for fifteen months from the date of dispatch from the supplier's premises for domestic goods whichever is earlier.
- 21.2 In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.

21.3 Upon receipt of such notice, the supplier shall, with all reasonable speed replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ go ods after providing their replacements and no claim, whatsoever shall lie on SPM for such replaced parts/ goods thereafter.

21.4 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 month s from the date such rectified / replaced goods starts functioning to the satisfaction of SPM.

21.5 If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period SP M may proceed to take such remedial action(s) as deemed fit by SPM, at the risk and expense of the suppli er and without prejudice to other contractual rights and remedies, which SPM may have against the supplie r.

der condition.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 6. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 7. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

# 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 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.
- 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.

## 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---