

Bid Corrigendum

GEM/2024/B/4810492-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **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. 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 %.
3. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4. **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
5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
7. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
8. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
9. Scope of supply (Bid price to include all cost components) : Only supply of Goods
10. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the

bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

11. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
12. 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% 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 percentage of 25% of total value.
13. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
14. 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 Bharatiya Reserve Bank Note Mudran Pvt Ltd payable at
State Bank of India, Mothikhana Building New Sayyaji Rao Road, Mysore570024
. 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.
15. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name
Bharatiya Reserve Bank Note Mudran Pvt Ltd
Account No.
00000010562408040
IFSC Code
SBIN0003130
Bank Name
State Bank Of India
Branch address
Mothikhana Building New Sayyaji Rao Road Mysuru 570024
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
16. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
17. Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC

1. **Payment Terms:** 100% payment will be done through Electronic Transfer within 30 days after receipt of satisfactory report from user department and on production of all required documents by the firm.

The firm has to submit bank details along with invoice mentioning

Beneficiary Name:

Account Number:

IFSC Code:

Address and Branch Details

2) At the time of submitting the offer, bidder must submit the following:

- a) Sealed and Signed Technical Specification.
- b) Sealed and signed bid document as an acceptance of all terms and conditions mentioned in the bid without any deviation.

3) The bidder firm should meet following eligibility criteria to qualify:

A. Experience & Past Performance:

- a) The Bidder (manufacturer or principal of authorized dealer/distributor/representative - hereinafter referred simply as 'The Bidder') should have regularly for at least the last three years, ending 31.03.2023, manufactured and supplied the tendered item, **and**

The Bidder should have manufactured and supplied in any one year during the last five years, ending 31.03.2023 at least **19950 Nos of MS TIN of Capacity 2.5kg.**

- B. Capability, Equipment and Manufacturing Facilities:** The Bidder must have an annual capacity to manufacture and supply at least **19950 Nos of MS TIN of Capacity 2.5kg**

C. Financial standing:

(i) Average Annual Turnover of the Bidder during last three years, ending on 31.03.2023 should be at least **Rs. 19,95,000.00.**

(ii) The net worth of the Bidder (i) should not be **negative** as on 31.03.2023 and also (ii) should have not eroded by more than **30%** year-on-year in the last three years, ending on 31.03.2023.

4) Delivery schedule:

- 1) **Note: The successful bidder has to affix a label on each tin supplied, mentioning weight in Kgs of each empty tin(without Lid)**

In case of past supplier- The supplier who have already supplied the material in past, supply order will be placed in **4 instalments** as mentioned below:

- 1st instalment of **14500 Pieces** to be supplied within 45 days from the date of placing Contract.
- 2nd instalment of **13000 Pieces** to be supplied within 90 days from the date of placing Contract.

- 3rd instalment of **13000 Pieces** to be supplied within 135 days from the date of placing Contract.
- 4th instalment of **26000 Pieces** to be supplied within 180 days from the date of placing Contract.

2) In case of new supplier –Pre- Production Sample: New supplier has to supply pre-production sample in quantity of “04 pieces for sample approval” within 15 days from the date of placing of Contract. After satisfactory performance of the pre-production sample, supply order will be placed in **4 installments** as mentioned below: -

- 1) 1st instalment of **14496 Pieces** to be supplied within 45 days from the date of placing Contract.
- 2) 2nd instalment of **13000 Pieces** to be supplied within 90 days from the date of placing Contract.
- 3) 3rd instalment of **13000 Pieces** to be supplied within 135 days from the date of placing Contract.
- 4) 4th instalment of **26000 Pieces** to be supplied within 180 days from the date of placing Contract.

5) 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, BRBNMPL shall, without prejudice to other rights and remedies available to BRBNMPL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% percent 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).

6) Documents Checklist:

The participating bidder has to submit the documents as per following mentioned order:

- a. MSE Certificate (only if applying for MSE purchase preference or EMD exemption)
- b. MII Certificate mentioning local content percentage (only if applying for MII purchase preference)
- c. Eligibility documents -
 - i. For MSE/ Start-ups Firms: Capability - Equipment & Manufacturing Facilities: - As per Eligibility Criteria mentioned in the Bid Document.
 - ii. For Non-MSE Firms: Experience and Past Performance: Previous successful work orders and their tax invoices for supplying tendered product.
- d. Documents regarding Financial Standing: Balance sheet and Profit & Loss Statement for last 03 financial years ending on 31st March 2023 duly certified by Chartered Accountant.
- e. Sealed and Signed GeM Bid (Tender) Document.
- f. Sealed and Signed technical specification of the tendered product (attached in the Bid Document.)
- g. Sealed and Signed Manufacturer Authorization.

Note:

1. Participating bidder needs to submit all related document along with the bid.
2. The size of all the documents should be less than 5 MB.

Disclaimer

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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)