

Bid Corrigendum

GEM/2024/B/4715682-C3

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. **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
4. **Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.
5. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
6. 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.
7. Warranty period of the supplied products shall be 3 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.
8. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
GENERAL MANAGER BANK NOTE PRESS DEWAS
payable at
DEWAS
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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.
9. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). 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
10. Bidders can also submit the EMD with Banker's Cheque in favour of
GENERAL MANAGER BANK NOTE PRESS DEWAS
payable at
DEWAS
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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.

11. 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 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.
12. 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 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.
13. Buyer Added text based ATC clauses

1. Terms and Mode of Payment: Payment will be as follows:

(i) Desktop Computer : 100% payment shall be made on receipt of entire materials, inspection & acceptance at BNP Dewas store in satisfactory condition & Final acceptance certificate at BNP, submission of bill and certification of the bill by the Officer In charge /User Department.

Paying Authority: Head (F&A), BNP Dewas

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 has to submit the following:

a. Sealed and signed bid document as an unconditional acceptance of all additional terms and conditions, payment terms as mentioned in the bid.

b. Sealed and signed Technical specification/Scope of work attached in pg no.05 of bid document.

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

(a) Experience and past performance: The bidder i.e. Manufacturer or supplier should have manufactured or supplied at least 45Nos. of similar or higher specifications Desktop computer in any one year during last five years ending dt:31.03.2023.

(b) Capability, Equipment and Manufacturing Facilities: The bidder must have an annual Capacity to manufactured or supplied at least 45Nos. of similar or higher specifications Desktop computer.

(c) Financial Standing:-

i. The Average Annual turnover of the bidder firm during last three financial years ending 31.03.2023 should be more than Rs.49,71,548/-

ii. The net worth of the bidder firm should not be negative on 31.03.2023 and not have eroded by more than 30% in the last three financial years ending 31.03.2023.

Note : MSEs and startups (Registered for the tendered item) are exempted from eligibility criteria 3(a) and (c) as above under " MSME/Registered under Startup Campaign Scheme".

4. 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% 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).

5. GST Return:

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.”

6. As per MII Policy No.P-45021/2/2017-B.E-II Dated: 15.06.2017 & its revision No. F.1/4/2021-PPD dated: 18.05.2023 only class -I local suppliers shall be eligible to bid.

7. OEM should have minimum 1 service center within 100Km so same day support can be provided. OEM should provide their service center address details with contract no. This can be verified if required.

8. Capacity verification (if required) : As part of technical evaluation, if required capacity verification of the bidders may be conducted by BNP . The offer of the firms not meeting the criteria in verification as per bid document will be rejected.

9. Bidders quoting brands not manufactured by them shall need to submit EMD invariably. Further, warranty obligation shall necessarily be backed up by the concerned manufacturer and an undertaking from the manufacturer needs to be submitted along with the bid.

14. Buyer uploaded ATC document [Click here to view the file.](#)

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. 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.

*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](#)