

Bid Number: GEM/2024/B/4780644 Dated: 19-04-2024

**Bid Corrigendum** 

GEM/2024/B/4780644-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. Scope of supply (Bid price to include all cost components) : Only supply of Goods
- 4. 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.
- 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.

- 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.

- 7. 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 The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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
- 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.

 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.

10. Buyer Added text based ATC clauses

## 1. Payment Terms:-

100% payment will be done after receipt of satisfactory report from user department and on

production of all required documents by the firm.

The payment will be done through RTGS Only.

Paying Authority: HOF, 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:

### 2. At the time of submitting the offer, bidder has to 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 with out any deviation.

## 3. The bidder firm should meet following Eligibility Criteria to qualify:

**A. Experience & Past Performance:** The Bidder should have Manufactured and supplied at least 5600 KGs of the tendered item during the last 5 years ending on 31st March 2023.

**B. Capability, Equipment and Manufacturing Facilities:** The Bidder must have an annual capacity to Manufacture and supply at least 5600 KGs of the tendered item.

## C. Financial standing:

(i) The Average Annual Turnover of the Bidder firm during last three years ending on 31st March 2023 sho uld be more than Rs.40,57,200.00/-

(ii) The net worth of the bidder firm should:-

- a) Not be negative on 31st March 2023
- b) Not have eroded by more than 30% in the last three years, ending on 31st March 2023.

**Note:** MSEs and Start-ups are exempted from Eligibility Criteria 3(A) & 3(C). However, documents regardi ng 3(B) shall be verified.

## 4. Delivery schedule:-

**Past supplier-**The firm on whom supply order will be placed will have to supply the material in 04 install ments as mentioned below:-

-1st installment of 25% of total ordered quantity to be supplied within 30 days from the date of placing Co ntract.

-2nd installment of 25% of total ordered quantity to be supplied within 60 days from the date of placing C ontract.

-3rd Installment of 25% of total ordered quantity to be supplied within 90 days from the date of placing Co ntract.

-4th Installment of balance quantity to be supplied within 120 days from the date of placing Contract.

#### **New Supplier** -

**Pre- Production Sample:-** New supplier has to supply pre-production sample in quantity of "5 KG" withi n 15 days from the date of placing of Contract.

The firm on whom supply order will be placed will have to supply the material in 04 installments as menti oned below:-

-1st installment of 25% of total ordered quantity (inclusive of Pre-Production sample quantity) to be suppli ed within 45 days from the date of placing of contract.

-2nd installment of 25% of total ordered quantity to be supplied within 60 days from the date of placing of contract.

-3rd installment of 25% of total ordered quantity to be supplied within 90 days from the date of placing of contract.

-4th installment of balance quantity to be supplied within 120 days from the date of placing of contract.

#### Note:-

- 1. Pre-production sample to be submitted for testing only after issue of formal GeM contract/P.O. Firm shall not submit any sample for testing before issue of the formal GeM Contract/P.O.
- 2. Purchaser's sample: After submission of security deposit and issuance of GeM Contract/ P.O., successful b idder may collect the purchaser's sample (Pill Box Sample) from Bank Note Press, Dewas for guidance. Th e successful bidder will have own responsibility to collect the sample from Bank Note Press, Dewas. Howe ver it should not affect the delivery schedule of the material.
- 3. The pre-production sample should be 5 KG quantity of single lot having single batch no./lot no.
- 4. In case of failure of the first pre-production sample, one more chance may be given if the first sample doe s not come up to the contract requirement. However this shall be done without rescheduling of delivery ti me. The firm shall submit second pre-production sample within 15 days from the date of communication o f rejection of first sample. In case of rejection of second pre-production sample, no further chance for sub mission of another pre-production sample will be given.
- 5. All supplies including pre-production samples must be received at BNP along with MSDS and Certificate of Analysis (COA) from suppliers' end, failing which, the supplied lot/sample shall be rejected.

#### 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, SPMCIL shall, without prejudice to other rights and remedies available to S PMCIL 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 the reof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goo ds' or services' contract price(s).

## 6. GST Return:

Supplier should file the GST returns for outward supplies in time. In case of any Input credit Loss to BNP b y way of their failure to files GST returns in time, BNP reserves the right to withhold the payment of furthe r supplies till production of evidence of filling of returns."

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## 7. Documents Checklist:-

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

- 1. MSE Certificate (only if applying for MSE purchase preference or EMD exemption)
- 2. MII Certificate mentioning local content percentage (only if applying for MII purchase preference)
- 3. Eligibility documents
  - a. For MSE/ Startup Firms: Capability Equipment & Manufacturing Facilities:- As per Eligibility Criteria mentioned in the Bid Document.
  - b. For Other Firms: Experience and Past Performance:- Previous successful work orders and the ir tax invoices for supplying tendered product.
- 4. Documents regarding Financial Standing: Balance sheet and Profit & Loss Statement for last 03 financial years ending on 31<sup>st</sup> March 2023 duly certified by Chartered Accountant.
- 5. Sealed and Signed MSDS & TDS of the tendered product.
- 6. Sealed and Signed GeM Bid (Tender) Document.
- 7. Sealed and Signed technical specification of the tendered product (attached in the Bid Document.)
- 8. 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.
- 11. Buyer uploaded ATC document <u>Click here to view the file</u>.

# 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 <u>attached categories</u>, 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



Date- 19.04.2024

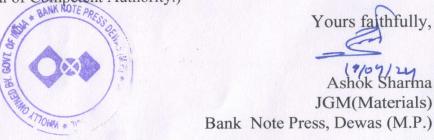
# **Bid Corrigendum**

## Sub: GeM bid no. GeM/2024/B/4780644 dated 23.03.2024 for procurement of Tung Oil.

With reference to above bid, it is informed that the below amendment is hereby authorized in the bid document: -

S. No.		Existing Entries	Read As (Amendment)
	Tender		
	Document		
1.	Criteria		Capability, Equipment and Manufacturing Facilities: The Bidder must have an annual capacity to Manufacture and supply at least 5600 KGs of the tendered item.
	•		The bidder has to submit the following details along with the bid- i) Name of the machine utilized to supply the quoted product. ii) The number of machines being utilized for the production and the capacity of each machine. iii) Total Annual capacity of Manufacturer iv) Supply orders in hand and proportionate capacity to supply quoted amount
2.	Bid Splitting	Split Criteria based on which quantity will be distributed-	Split Criteria based on which quantity will be distributed-
	(As mentioned in bid document)	After accepting the landed cost of L1 firm, the total quantity will be distributed in the ratio of 60:40 between L1 & L2 firm. In case, L2 denies to match with the L1 price, the whole order will be placed to the L1 Firm	After accepting the landed cost of L1 firm, the total quantity will be distributed in the ratio of 70:30 between L1 & L2 firm. In case, L2 denies to match with the L1 price, the whole order will be placed to the L1 Firm

(This is issued with the approval of Competent Authority.)



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