

Bid Corrigendum

GEM/2024/B/5075785-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. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
3. 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.
4. Bidders can also submit the EMD with Account Payee Demand Draft in favour of 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.
5. 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 The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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
6. Bidders can also submit the EMD with Banker's Cheque in favour of 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.
7. 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.
8. 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.

9. Buyer Added text based ATC clauses

1. Payment Terms:

100% payment shall be released after receipt of entire materials, inspection & acceptance at BNP Dewas store and 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: HOD (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:

- i. Sealed and signed bid document as an unconditional acceptance of all terms and conditions .
- ii. Sealed and Signed Technical specification/Scope of work as attached in the bid document.

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

a. Experience and past performance:- The Bidder (Manufacturer or Principal of authorised representative) should have Manufactured and Supplied at least 21 similar items in any one of the last five 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 21 similar items.

c. Financial Standing :

- i. The Average Annual Turnover of the Bidder firm during last three years ending on 31st March 2023 should be more than Rs. 19,75,089.60/- .
- ii. The net worth of the bidder firm should
 - . Not be negative on 31st March 2023 and
 - . Not have eroded by more than 30% in the last three years, ending on 31st March 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. 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 files GST returns in time, BNP reserves the right to withhold the payment of further supplies till production of evidence of filling of returns."

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 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).

6. Bidders must also comply with the Technical specification mentioned in the Additional scope of work.

7. You are requested to submit the 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.

8. **Price Breakup** - Bidders needs to upload/submit the price breakup for all the items separately in price

bid only.

Note : Participating bidder needs to be submit all related documents along with the bid.

9. 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. lii) 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.

10. 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'.

11. For Existing successful Past Suppliers: In case the bidder (manufacturer or principal of authorized representative) who is a successful past supplier of **Network Switch** in at least one of therecent 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.

12. 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, forthe 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.

13. 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 maybe either MSE or otherwise.

Note for the 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.

14. Documents Checklist:- The participating bidder has to submit the documents as per following mentioned order:-

(1) Seal & signed Bid/Tender document as an unconditional acceptance of all terms & conditions of bid.

(2) Seal & signed technical specification

(3) Latest Udyam Certificate, if bidder is claiming any benefits against MSE Policy.

(4) All copy of supply/ work order; respective completion certificate/Tax invoice raised against same supply order of tender item 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.

(5) Audited Balance sheet & Profit and loss statement of FY 2020-21, FY2021-22 & FY 2022 - 23 duly certified by Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

(6) Declaration regarding local content with details of location at which value addition activity is being done, if bidder has applied for Make in India purchase preference.

15. 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 contractor 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 sub-contracting 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 or 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 effect

ctive 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.

Corrigendum is as under :

1. MTCTE Certificate for EAL2/EAL3/NDcPP/NDPP/MTCTE to be provided with already listed certificate.

2. Switching capacity for 8 port and 24 port switch is 56 Gbps.

10. Warranty period of the supplied products shall be as given in specifications 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.
11. **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

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](#)