

Bid Corrigendum

GEM/2025/B/6639319-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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. 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.
3. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C
The General Manager Bank Note Press Dewas
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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
4. 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.
5. 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.
6. 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.

7. Buyer Added text based ATC clauses

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

(i) Experience & Past Performance: - The bidder (manufacturer or principal of authorized representative - hereinafter referred simply as 'The Bidder') shall be a manufacturer that has regularly for at least the last three years completed SITC of lightning arrestor on building with the same or higher specifications of at least one number in last five years ending on "31.03.2025". At least one number of the product offered for supply should be in successful operation for at least one year on the date of bid opening.

(ii) Capability- Equipment & manufacturing Facilities:- The bidder must have an annual capacity to manufacture and supply at least 01 similar SITC of lightning arrestor on building.

Note: At the discretion of the purchaser, the capacity & capability assessment/ verification of bidder /manufacturer firms shall be undertaken by technical committee or through a third party technical consultancy /inspection agencies to ensure that firms are identified and capable to develop the item as required.

(iii) Financial Standing:-

(1) The average annual financial turnover of the bidder firm (manufacturer or principal of authorized dealer) during the last three years, ending on '31.03.2025' should be at least 40% of the estimated cost or equivalent in foreign currency at exchange rate prevailing on 31.03.2025 as per the annual report (audited balance sheet and profit & loss account) of the relevant period duly authenticated by a Chartered Accountant / Cost Accountant in India or equivalent in relevant countries.

(2) The net worth of the firm should

a. not be negative on '31.03.2025' and

b. not have eroded by more than 30% in the last three years, ending on '31.03.2025'.

Note 1: To ascertain criteria net worth of initial and last financial year shall be compared. To ascertain financial standing criteria, bidders must submit seal & signed Balance Sheet & Profit and loss statement of last 3 financial year i.e. FY 2022-23, FY2023-24 & FY 2024-25, duly certified by Chartered Accountants/ Cost Accountants.

Note 2: For MSEs and Start-ups (registered for the tendered item) all financial criteria & Experience and past performance criteria shall be exempted. However, its capacity and capability may be verified (if necessary) by the buyer.

2. 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. ii) 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 'SITC of lightning arrestor on building' offered including all warranty obligations as per the general and special conditions of contract.

3. 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 'SITC of lightning arrestor on building' for past three years ending on '31.03.2025'.

4. For Existing successful Past Suppliers: In case the bidder (manufacturer or principal of authorized representative) who is a successful past supplier of SITC of lightning arrestor on building in at least one of the recent 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.

5. 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, for the 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.

6. 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 may be either MSE or otherwise.

7. Payment Terms:- 100% Payment will be released after installation, commissioning and acceptance and successful FAT of system

- The payment will be done through RTGS Only.
- Paying Authority: Head of Finance, 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:

8. Delivery Schedule: - The bidder on whom contract will be placed will have to supply, install & commission the machine/equipment within 150 days from the date of issue of contract. Three year AMC period will start after completion of warranty period. Thus, the contract will remain in force until completion of AMC period.

9. Price Break up: Successful bidder on whom contract will be placed will have to submit price break up of AMC charges as under:

- (a) Charges (inclusive of GST) for 1st year AMC:
- (b) Charges (inclusive of GST) for 2nd year AMC:
- (c) Charges (inclusive of GST) for 3rd year AMC:

10. GIT & GCC: Bidders are requested to go through link provided below regarding GIT (General instructions to Tenderer) & GCC (General conditions of contract) and submit an undertaking that bidder has read & unconditionally accepted all the clauses of GIT & GCC. In case if there is any contradictory provision between GeM GTC and SPMCIL GIT & GCC then provision given in GIT & GCC of SPMCIL shall prevail.

GIT Link: <https://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>

GCC Link: <https://www.spmcil.com/spmcil/UploadDocument/GCC.pdf>

11. 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% 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).

12. GST return: The 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.

13. Land border sharing clause: Bidders should submit undertaking regarding Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time) regarding restrictions on procurement from a bidder of a country which shares a land border with India as follows:

Undertaking regarding of Land Border Sharing Clause

To,

M/s Security Printing and Minting Corporation of India Limited

Ref : - GEM/BID/2025/B/XXXXXX Dated : - XX/XX/XXXX

Dear Sir,

We have read the clause regarding provisions for procurement from a Bidder which share a land border with India, we certify that, bidder M/s (Name of Bidder) is:

(i) Not from such a country []

(ii) If from such a country, has been registered

with the Competent Authority. []

(Evidence of valid registration by the

Competent Authority shall be attached)

(Bidder is to tick appropriate option () above.

We hereby certify that bidder M/s (Name of Bidder) fulfills all requirement in this regard and is eligible to be considered against the tender.

{Signature of Authorized Signatory of Bidder}

Name : _____

Designation : _____

Seal :

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

- (i) Seal & signed Bid/Tender document as an unconditional acceptance of all terms & conditions of bid.
- (ii) Seal & signed technical specifications, scope of work & Service Level Agreement.
- (iii) Latest Udyam Certificate, if bidder is claiming any benefits against MSE Policy.
- (iv) Audited Balance sheet & Profit and loss statement of FY 2022-23, FY2023-24 & FY 2024-25 duly certified by Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.
- (v) 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.
- (vi) 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.
- (vii) Compliance declaration regarding land border sharing clause in the format as above.
- (viii) Firm have to submit catalogue of the offered product.
- (ix) Any other document, as may be desired/mentioned, in technical specifications/scope of work.
- (x) GCC & GIT acceptance declaration.

15. Note for 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 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.

16. Anti-Bribery clause: By participating in this tender, the suppliers/Vendors/Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance.

17. Warrantee clause:

(a) The supplier warrants that the goods supplied under the contract is new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by SPMCIL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per SPMCIL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

(b) This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by SPMCIL in terms of the contract.

(c) In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.

(d) Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPMCIL for such replaced parts/ goods thereafter.

(e) 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 months from the date such rectified / replaced goods starts functioning to the satisfaction of SPMCIL.

(f) If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), SPMCIL may proceed to take such remedial action(s) as deemed fit by SPMCIL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which SPMCIL may have against the supplier.

(g) Performance Security shall be valid for 60 days beyond the completion of all contractual obligations including warrantee period and or duration in months mentioned in this bid inclusive of AMC period, whichever is later. Validity shall be extended in case of extension of warrantee.

18. ZED & LEAN Certification: Government of India has launched scheme for obtaining ZED & LEAN certification to MSE vendors. Accordingly bidders are requested to obtain these certification to ensure minimum wastage in production process which shall ultimately result in cost cutting & improvement in efficiency. For further clarification & assistance bidders are requested to go through website of ZED and LEAN certification scheme, links of which are as follows:

ZED: <https://zed.msme.gov.in/>

LEAN: <https://lean.msme.gov.in/>

NOTE: These certification shall not have any impact on eligibility criteria for qualification in tender.

19. Corrigendum: *The bidder on whom contract will be placed will have to submit its design of complete system for approval by BNP within 14 days of the issue of contract. Bank Note Press, Dewas shall provide its acceptance to the drawing within 7 days to the contractor". However, total delivery period of the contract will remain unchanged as per bid terms and conditions.*

8. 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.

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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](#)