

Bid Number: GEM/2024/B/5150601

Dated: 23-08-2024

## **Bid Corrigendum**

#### GEM/2024/B/5150601-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. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 2. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- 3. 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 %.
- 4. 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.
- 5. **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
- 6. 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.
- 7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. Scope of supply (Bid price to include all cost components): Only supply of Goods

- 12. 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 India Government Mint, Hyderabad(A Unit of SPMCIL) payable at

Hyderabad

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.

14. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

INDIA GOVERNMENT MINT (A UNIT OF SPMCIL) -COLLECTION A/C

Account No.

201003484303

IFSC Code

INDB0000004

Bank Name

INDUSIND BANK

Branch address

0004 - HYDERABAD

.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

15. 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 India Government Mint, Hyderabad(A Unit of SPMCIL) payable at

Hyderabad

- . 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.
- 16. 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 India Government Mint, Hyderabad(A Unit of SPMCIL)

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.

17. 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

INDIA GOVERNMENT MINT (A UNIT OF SPMCIL) -COLLECTION A/C

Account No.

201003484303

IFSC Code

INDB0000004

Bank Name

**INDUSIND BANK** 

Branch address

0004 - HYDERABAD

- . 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.
- 18. Buyer Added text based ATC clauses
  - (i) The bidder firm should meet following eligibility criteria to qualify:-
    - 1. **For MSE/Start-up firm: Capability Equipment & Manufacturing Facilities:** T he bidder firm should have capability to manufacture and supply of tendered item.
    - 2. **For other firm Experience and past performance:** The bidder firm may be Man

ufacturer/Proven supplier/Authorized dealer or distributor of tendered item or bidder may participate with manufacturing authorization form (issued by manufacturer of tendered item).

- (ii) Acceptance Criteria: An Acceptance criterion for all Crucibles is as follows:
  - 1. The Graphite crucibles must be supplied good & unbroken condition
  - 2. Certification of physical test parameters mentioned in the technical specifications of T ender document, from NABL Accredited laboratory is required.
- (iii) **Payment Terms:** Consignee receipt-cum-acceptance certificate (CRAC) will be issued on ly after successful acceptance as per acceptance criteria. Payment will be made within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submissi on of bills.
- (iv) To submit GST Registration Certificate and PAN Certificate
- (v) Warranty period of the supplied products shall be **3 MONTHS** 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. The seller should guarantee the r ectification of goods in case of any break down during the guarantee period.

Note:

- 1. Participating bidder needs to submit all related documents along with the bid.
- 2. Participating bidders are also required to submit duly signed, stamped and sealed this document i.e., Clause 20(Buyer added Bid Specific uploaded ATC) of Buyer added Bid specific Ter ms and conditions of the tender document.
- 3. Participating bidders are also required to submit duly signed, stamped and sealed GeM Bid Document a s a token of acceptance of all terms and conditions of the tender without any deviation.

# **Technical Specifications of Various Capacities**<a href="mailto:of-color: blue;">of Graphite Crucibles:</a>

**Sub: GRAPHITE CRUCIBLE OF 0.5KG** 

#### **TECHNICAL SPECIFICATIONS:**

1. DIMENSIONS FOR GRAPHITE CRUCIBLES OF 0.5 KG:

a. Outer Diameter: 71 mmb. Inner Diameter: 31 mm

c. Depth: 77 mm d. Height: 92 mm

- e. Refer Diagram No: IGMH/G/GC/0.5
- 2. The crucibles must be compact graphite crucibles in nature.
- 3. The material must be pure isostatic graphite (Purity: 99.9%)
- 4. Bulk Density: 1.8 to 1.9 g/cc
- 5. Sulpher content: maximum 0.1%
- 6. Thermal conductivity: min 98%
- 7. Graphite crucibles must be resistant to temperature range: 1500 to 2200 degree Celsius
- 8. Hardness of material: ≥ 609. Flexural strength: 60 ± 10 %

#### ACCEPTANCE CRITERIA FOR ALL GRAPHITE CRUCIBLES:

- 1. The graphite crucibles must be supplied good & unbroken condition.
- 2. Certification of physical test parameters mentioned in the Technical Specifications, from NABL accredited laboratory is required.

## OTHER TERMS & CONDITIONS FOR GRAPHITE CRUCIBLES:

- 1. Supplier shall supply the materials to IG Mint, Hyderabad Stores and no ad ditional charges to be allowed for the same.
- 2. Each crucible must be packed separately and the same should be delivere d in good condition.
- 3. The delivery shall be on staggered basis. The delivery schedule shall be as follows:
  - i. 1/4th quantity of each type of graphite crucibles shall be supplied wit hin 30 days from the date of award of contract.
  - ii. Rest quantity to be supplied in next 3 quarters (1/4th quantity of each type of graphite crucibles) or as per the requirement of IGMH through email communications whichever is earlier

## **Sub: GRAPHITE CRUCIBLE OF 5KG**

#### **TECHNICAL SPECIFICATIONS:**

- 1. DIMENSIONS FOR GRAPHITE CRUCIBLES OF 5 KG:
- a. Outer Diameter: 180 mm b. Inner Diameter: 70 mm
- c. Depth: 110 mm d. Height: 125 mm
- e. Refer Diagram No: IGMH/G/GC/05
- 2. The crucibles must be compact graphite crucibles in nature.
- 3. The material must be pure isostatic graphite (Purity: 99.9%)
- 4. Bulk Density: 1.8 to 1.9 g/cc
- 5. Sulpher content: maximum 0.1%
- 6. Thermal conductivity: min 98%
- 7. Graphite crucibles must be resistant to temperature range: 1500 to 2200 degree Celsius
- 8. Hardness of material:  $\geq$  60
- 9. Flexural strength:  $60 \pm 10 \%$

#### ACCEPTANCE CRITERIA FOR ALL GRAPHITE CRUCIBLES:

- 1. The graphite crucibles must be supplied good & unbroken condition.
- 2. Certification of physical test parameters mentioned in the Technical Specifications, from NABL accrediated laboratory is required.

#### OTHER TERMS & CONDITIONS FOR GRAPHITE CRUCIBLES:

- 1. Supplier shall supply the materials to IG Mint, Hyderabad Stores and no ad ditional charges to be allowed for the same.
- 2. Each crucible must be packed separately and the same should be delivere d in good condition.
- 3. The delivery shall be on staggered basis. The delivery schedule shall be as follows:
  - a. 1/4th quantity of each type of graphite crucibles shall be supplied wit hin 30 days from the date of award of contract.
  - b. Rest quantity to be supplied in next 3 quarters (1/4th quantity of each type of graphite crucibles) or as per the requirement of IGMH through email communications whichever is earlier

#### **Sub: GRAPHITE CRUCIBLE OF 15KG**

### **TECHNICAL SPECIFICATIONS:**

## DIMENSIONS FOR GRAPHITE CRUCIBLES OF 15 KG:

a. Outer Diameter: 210 mm b. Inner Diameter: 94 mm

c. Depth: 180 mm d. Height: 200 mm

e. Refer Diagram No: IGMH/G/GC/15

- 2. The crucibles must be compact graphite crucibles in nature.
- 3. The material must be pure isostatic graphite (Purity: 99.9%)
- 4. Bulk Density: 1.8 to 1.9 g/cc
- 5. Sulpher content: maximum 0.1%
- 6. Thermal conductivity: min 98%
- 7. Graphite crucibles must be resistant to temperature range: 1500 to 2200 degree Celsius
- 8. Hardness of material:  $\geq$  60
- 9. Flexural strength:  $60 \pm 10 \%$

## ACCEPTANCE CRITERIA FOR ALL GRAPHITE CRUCIBLES:

- 1. The graphite crucibles must be supplied good & unbroken condition.
- 2. Certification of physical test parameters mentioned in the Technical Specifications, from NA BL accrediated laboratory is required.

#### OTHER TERMS & CONDITIONS FOR GRAPHITE CRUCIBLES:

1. Supplier shall supply the materials to IG Mint, Hyderabad Stores and no additional charges t o be allowed for the same.

- 2. Each crucible must be packed separately and the same should be delivered in good condition
- 3. The delivery shall be on staggered basis. The delivery schedule shall be as follows:
  - a. 1/4th quantity of each type of graphite crucibles shall be supplied within 30 days from the date of award of contract.
  - b. Rest quantity to be supplied in next 3 quarters (1/4th quantity of each type of graphit e crucibles) or as per the requirement of IGMH through email communications whiche ver is earlier

#### **Sub: GRAPHITE CRUCIBLE OF 25KG**

#### TECHNICAL SPECIFICATIONS:

1. DIMENSIONS FOR GRAPHITE CRUCIBLES OF 25 KG:

a. Outer Diameter: 200 mm b. Inner Diameter: 150 mm

c. Depth: 265 mm d. Height: 300 mm

e. Refer Diagram No: IGMH/S/GC/25

2. The crucibles must be compact graphite crucibles in nature.

3. The material must be pure isostatic graphite (Purity: 99.9%)

4. Bulk Density: 1.8 to 1.9 g/cc

5. Sulpher content: maximum 0.1%

6. Thermal conductivity: min 98%

7. Graphite crucibles must be resistant to temperature range: 1500 to 2200 degree Celsius

8. Hardness of material: ≥ 609. Flexural strength: 60 ± 10 %

#### ACCEPTANCE CRITERIA FOR ALL GRAPHITE CRUCIBLES:

- 1. The graphite crucibles must be supplied good & unbroken condition.
- 2. Certification of physical test parameters mentioned in the Technical Specifications, from NA BL accrediated laboratory is required.

## OTHER TERMS & CONDITIONS FOR GRAPHITE CRUCIBLES:

- 1. Supplier shall supply the materials to IG Mint, Hyderabad Stores and no additional charges t o be allowed for the same.
- 2. Each crucible must be packed separately and the same should be delivered in good condition.
- 3. The delivery shall be on staggered basis. The delivery schedule shall be as follows:
  - a. 1/4th quantity of each type of graphite crucibles shall be supplied within 30 days from the date of award of contract.
  - b. Rest quantity to be supplied in next 3 quarters (1/4th quantity of each type of graphit e crucibles) or as per the requirement of IGMH through email communications whiche ver is earlier.

<sup>19.</sup> 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 <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 Bid is also governed by the General Terms and Conditions

<sup>\*</sup>This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.