

### Bid Corrigendum

GEM/2025/B/6806004-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. 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 %.
2. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
3. 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.
4. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
5. 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.
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. 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.
8. Bidders can also submit the EMD with Banker's Cheque in favour of India Government Mint, Hyderabad(A Unit of SPMCIL)  
payable at  
Hyderabad  
.  
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.
9. 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  
INDB00000004

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 on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

10. 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.
11. 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.
12. 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  
INDB00000004  
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.
13. Buyer uploaded ATC document [Click here to view the file.](#)
14. Buyer Added text based ATC clauses

### **BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS**

#### **A. Eligibility Criteria:**

The bidder should meet the following qualification criteria:

1. **Experience & Past Performance:** Bidder Firm should have manufactured and supplied at least 929 MT of Non-ferrous/Ferrous coin blanks in any one year during last five financial years ending 31.03.2025.
2. **Capability - Equipment & manufacturing Facilities:** The Bidder firm must have an annual capacity to manufacture and supply at least 929 MT Non-Ferrous/Ferrous Coin Blanks. Bidder has to submit the following information regarding capacity and performance:
  - 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 the quoted amount.

### 3. **Financial Standing:**

- i. Average Annual Turnover of the Bidder firm should be more than Rs. 124.67 Crores during last three financial years ending on 31.03.2025.
- ii. The net worth of the firm should not have eroded by more than 30% in the last three financial years ending 31.03.2025 and
- iii. Net worth of the bidder should not be negative as on 31.03.2025.

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

#### **Note:**

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- i. All experience, past performance and capacity /capability related / data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder should be verified from the parties for whom work has been done.
- ii. All financial standing data should be certified by certified accountant's e.g. Chartered Accountants (CA) in India
- iii. Bidder to furnish stipulated documents in support of fulfilment of eligibility criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.
- iv. Along with all the necessary documents/ certificates required as per the tender 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.

### **B. Undertaking :**

- 1. Undertaking for acceptance of all the terms and conditions of the GeM Bid including Buyer Added Bid Specific Terms and conditions along with technical specification & scope of work without any deviation to be submitted duly sealed and signed.
- 2. Undertaking of declaration that the bidder is not blacklisted/debarred for dealing by Government of India.
- 3. Undertaking towards land border sharing submission criteria as per 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. Bidders are required submit the appropriate undertaking in this regard.

4. Documentary/undertaking against Make in India Status i.e. being a Class I/ Class II supplier with details of percentage as per the latest amendment in the MII policy.

**C. Pre-bid/ Pre-contract Integrity Pact**

All the participating tenderers are compulsorily required to enter into Pre-bid/ Pre-contract Integrity Pact in the prescribed format failing which tender will be summarily rejected (Copy of the Integrity Pact is enclosed). The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including guarantee period. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

**D. The terms and conditions, guidelines of SPMCIL Procurement Manual Version 3.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer to GIT and GCC of SPMCIL Procurement Manual Version 3.0 for additional terms and condition as per the links given below:**

- A. General Instruction to Tenderer(GIT):

<https://spmCIL.com/uploaddocument/GIT3.0.pdf>

- B. General Conditions of Contract GCC):

<https://spmCIL.com/uploaddocument/GCC3.0.pdf>

**E. Special Instruction to Tenderers (SIT)**

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT). The corresponding GIT clause numbers have also been indicated in the text below. In case of any conflict between the provisions in the GIT and that in the SIT, the provisions contained in the SIT shall prevail.

1. **Pre-Bid Conference (GIT Clause No. 8):** A Pre-bid conference for bidder's clarification on Technical Specifications and Commercial conditions of the Tender shall be conducted. Bidders may participate in Pre-bid conference at the premises of India Government Mint, Hyderabad or via Video Conference. Participation is not mandatory, however, in case a bidder chooses not to participate (or fails to do so) in the pre-bid conference, it would be assumed that they have no issues regarding the Technical/Commercial Specifications/Conditions.
2. **Price Schedule (GIT Clause No. 10.2):** The firm has to fill the Price Schedule as per IGMH format and same is to be uploaded in Financial Bid only failing which the bid will be treated as unresponsive.

3. **Price Variation Clause and formula (GIT Clause 14.2):** The basic prices per MT for Cost of production (conversion cost), packing charges, forwarding Charges, freight and any other charges shall remain firm and fixed during the entire period of operation of contract. But the base metals' prices shall be governed by the average official MCX settlement prices for the Metals (Copper Grade A, Primary High Grade Aluminium, and Primary Nickel) during the month prior to the month of shipment for each consignment as per delivery schedule.

In case of delay in delivery with or without LD, the MCX prices payable shall be the lowest of either the actual date of delivery or original delivery.

4. **Signing and Sealing of Tender (GIT Clause No. 20.4 & 20.5):** Tenderer shall sign all the pages of the tender document as token of the acceptance of all the tender conditions and upload through GeM portal.
5. **Parallel Contracts (GIT Clause No.43):** The bidder have to quote for minimum of 50% of tendered quantity. The bids offering less than 50% of the tendered quantity shall be summarily rejected Buyer reserves its right to conclude Parallel contracts, with more than one bidder in a ratio of 50:30:20. The Parallel Contracts would be concluded as given below subject to alternate bidder matching the Prices with lowest bidder:
- The L1 bidder shall be awarded at least 50% of the total quantity.
  - L1 bidder offered rate shall be counter offered to the L2 Bidder.
    - Upon acceptance, 30% of the quantity shall be awarded to the L2 bidder at the L1 rate.
    - In case of non-acceptance by L2 bidder, the same counter-offer shall be made sequentially to L3, L4, and so on.
  - Similarly, for the remaining 20% quantity, L1 bidder offered rate shall be counter offered to the next eligible bidder, evaluated as L3 Bidder, subject to their acceptance. In case of Non-Acceptance, the offer shall be made sequentially to L4, L5 and so on.
  - Before splitting the quantity, distribution shall be subject to
    - Purchase preference to MSME and 'Class I Local Supplier' (under Make in India Order)
    - Rates of L1 being considered reasonable and if it is not reasonable, negotiations shall be conducted with the L1 party may be carried out before splitting of quantities, with the approval of the Competent Authority. Failing that, there would be no alternative but to re-tender the requirement.
  - In case of Non-Availability of L2 (L3 bidder, and so on, as applicable) (or) Non-Acceptance of Counter offer by any other qualified bidder, the order shall be placed on L1 bidder for their offered quantity/spare capacity which ever covers the entire tender quantity.
  - In case of only one bidder accepted the counter offered rate, then the remaining quantity (20%) shall be awarded on L1 bidder subject to availability of such quantity as spare in the quantity offered by the L1 bidder up to a maximum of his offered quantity. If it is possible that, even after thus allocated quantity to L1 bidder, still not c

over entire tendered quantity, the shortfall quantity shall be awarded on remaining bidder in order to cover the total tender quantity.

- g. If it is still not possible to cover the entire tender quantity, there would be no alternative but to retender the uncovered quantity.

**6. Additional factors for evaluation of offers (GIT Clause No. 35.2):**

For ranking of price bids, total price quoted by bidders excluding base metal prices on door delivery basis (incl. of all taxes and duties) shall be compared for arriving at L-1. However, the total price including base metal prices shall be calculated separately against each techno-commercially qualified bidder and award shall be placed including Base Metal prices and Conversion Cost. The prices of base metals shall be arrived as per monthly average MCXINDIA.COM prices, prevailing in the month prior to the month of bid opening date.

- 7. Pre-production sample (GIT Clause No.52.3):** Pre-production samples for the first time supplier shall be approx. 7.74 Metric Tonne (1 MPCS) quantity of ₹. 10 BRCB on door delivery basis to IGM-Hyderabad and same to be delivered within 15 days from the date of issue of contract for conducting production trials. Pre-production samples on acceptance and if found suitable shall be adjusted against the ordered quantity. In case of failure of 1st sample, supplier will be given a chance to supply the 2nd sample of same quantity on door delivery basis to IGM- Hyderabad to be delivered within 7 days. Pre-production samples on acceptance and if found suitable shall be adjusted against the ordered quantity. In case of rejection of 2nd sample, a final 3<sup>rd</sup> chance will be given failing which no further chance shall be given and order may be terminated.

**F. Special Conditions of Contract (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify/ substitute/ supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

- 1. Packing:** (GCC Clause No.8) - Coin blanks shall be packed in strong cylindrical steel drums of appropriate size lined with polythene/vinyl bags. Silica gel in an untearable big pouch is to be added in each drum to absorb moisture. The lid of the drums shall be secured with the rim and bolted and sealed with a provision of adequate leak proof/waterproof rubber gasket with pilfer-proof arrangement to ensure road worthiness/ seaworthiness. The drum should be painted white with 2" specified colour at centre for Bi-metallic composite coin blanks outside and internal protection will be with rust proof paint. To facilitate the use of forklift and loading and unloading, two drums would be fastened on wooden/steel pallet by steel band/hoops with one hard board sheet steel frame covering top of both drums to facilitate stacking. The quantity per drum shall be as under:

- a. 1, 00,000 coin blanks to be packed in one big poly bag and sealed in a drum.
  - b. Allowed variation  $\pm 50$  coin blanks per drum.
  - c. Accurate count in pieces in each bag/drum is very important and will be insisted upon variation in count shall be made good whenever intimated by India Government Mint, Hyderabad/Noida/Mumbai/Kolkata.
  - d. If the material is received in damaged condition, the same will be summarily rejected and supplier shall replace the same within 20 days at their own cost on door delivery basis.
  - e. Packing quantity and packaging may be changed marginally in case it is found necessary by Purchaser without changing price at all.
  - f. The supplier is required to seal each drum in the presence of the inspector. In the event of a waiver being granted, this exception must be clearly indicated on the documents.
  - g. Each drum must be meticulously labelled with pertinent details including the unique serial number, lot number, batch number, gross weight, tare weight, Average Coin Blank Weight, date of inspection, delivery location, and the name and signature of the inspector etc.
2. **Pre-dispatch Inspection:** (GCC Clause No.9.4) The Pre-dispatch Inspection is not applicable. However, the *In-House Quality Test Reports as per the format of MIL-STD-105E* and Undertaking that "*Technical Specifications of the contract has been complied*" to be submitted against each and every consignment by the supplier.
3. **Terms of Delivery:** (GCC Clause No.10)
- a. Ordered quantity has to be delivered to IG Mint, Hyderabad /Mumbai/Kolkata/Noida as per the schedule intimated along with NAC.
  - b. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract. However, the delivery schedule shall be completed within 09 months from the date of issue of NAC for existing/old suppliers and 09 months from the date of clearance of pre-production sample for new/first time suppliers.
- The first lot of 258 MT shall be supplied, in proportionate to the applicable parallel contract, within 60 days from the date of issue of NAC and the balance quantity to be supplied in seven equal instalments within balance seven months.
- However, the detailed delivery dates with Mint-wise breakup will be indicated in NAC/Contract Agreement.
- c. **Short Closure of the Contract:** In case of any change in the design of the ₹. 10 Circulation Coins or if the indent is lower than the present proposed indent during the currency of the Contract, the Contract shall be short closed with a reasonable notice period of 60 days.

- d. The allowable periodic variation would be  $\pm 5\%$ .
  - e. **Exceptional Scenario:** No payment shall be made for any quantity supplied beyond  $+5\%$  in each delivery schedule unless it is authorized by Nodal Procuring Unit i.e., IGM, Hyderabad for excess quantity beyond the tolerance limit.
  - f. Under no circumstances material shall be accepted beyond  $(+5\%)$  allowed quantity tolerance. Any variation in periodic quantity of supply more than  $(-)$   $5\%$  in each delivery schedule would be considered as delay in delivery. LD will be imposed on such short supplies beyond  $(-)$   $5\%$  for each delivery. This is without prejudice to Force Majeure Clause.
  - g. ADDRESSES FOR DELIVERY OF CONSIGNMENT:
    - i. CHIEF GENERAL MANAGER, INDIA GOVERNMENT MINT, P.B. NO.10, HCL POST, IDA PHASE II, CHERLAPALLY, R.R. DIST., HYDERABAD - 500051.
    - ii. CHIEF GENERAL MANAGER, INDIA GOVERNMENT MINT, SBS ROAD, FORT, MUMBAI - 400001.
    - iii. CHIEF GENERAL MANAGER, INDIA GOVERNMENT MINT ALIPORE, KOLKATA - 700053.
    - iv. CHIEF GENERAL MANAGER, INDIA GOVERNMENT MINT, D-2, SECTOR-1, NOIDA - DISTT. GAUTAM BUDDH NAGAR (UP)
4. Guarantee: (GCC Clause No.16) - Guarantee shall remain valid for one year from the date of issue of Final Acceptance Certificate for each lot by India Government Mints or for fifteen months from the date of dispatch from the supplier's premises, whichever is earlier.
5. **Terms and Mode of Payments:** (GCC Clause No.22.3, 22.4, 22.6)
- I. Payment shall be released by the respective IGM to which material is delivered
  - II. Methodology for calculation of Base metals price: The Base metals price i.e. Copper, Zinc and Nickel shall be arrived based on official MCX monthly Average spot settlement price prevailing in the month which is prior to the month of respective Delivery.
  - III. In respect of delayed deliveries, the monthly average spot settlement price shall be the least of the following:
    - a. Monthly average price prevailing prior to the month of original delivery month as per Contract.
    - OR
    - b. Monthly average price prevailing prior to the month of delayed delivery month as per amended Contract.
  - IV. 90% of payment shall be released by the respective consignee unit within 30 days after receipt of Material & Original Tax Invoice along with the following documents

against respective consignment at IGM Hyderabad, IGM Noida, IGM Kolkata & IGM Mumbai.

- a. Original Tax Invoice/E-Invoice ( under Rule 46 of GST Rules -2017) in Quadruplicate
- b. Delivery Challan & Packing list
- c. Undertaking that Technical Specification of the Contract has been complied .
- d. In-house/Factory Quality Test report as per the format of MIL-STD-105E
- a. E-way bill
- b. Guarantee certificate
- c. Supplier's certificate to the effect that
  - i. The Contents in case/drum are not less than those entered in the invoice and packing list
  - ii. The quality of the goods is guaranteed as new and is made as per contractual specifications.

II. Balance 10% payment shall be released within 30 days after issue of Final Acceptance Certificate (FAC) by the respective Consignee unit.

III. For payment purposes, the weight recorded in the respective mint scales will be final.

**Note:**

1. The Contract Management / Amendment Authority shall lie with the nodal Unit only, i.e., IGM, Hyderabad

**G. Quality Control Requirements:**

The supplier shall supply the goods as per the technical specification attached. In addition the supplier has to ensure:

- a. Accurate count in pieces in each bag / drum is very important and will be insisted upon. Variation in count shall be made good whenever intimated by India Government Mint, Hyderabad.
- b. If the materials are received in damaged condition, the same shall be summarily rejected and the supplier shall replace the same strictly within 10 days at their own cost, on door delivery basis.
- c. Packing Quantity and packaging may be changed marginally in case it is found necessary by purchaser without changing price.
- d. The blanks should be of good surface finish and free from surface imperfections, porosity, flaking, indentation, roller marks, blisters, scratches, burrs and stains etc

- c.
- e. Consignment should not contain any bend / cut / unrimmed / oval / half round / moon blanks.
- f. There should not be any mixed blanks of various other dimensions.
- H. Though the initial order will be placed through GEM portal, IGM, Hyderabad will issue Contract Agreement with the successful bidder/bidders as per terms and condition of the tender and delivery schedule will be as per the signed Contract Agreement only.
- I. **Method of evaluation:** For ranking of price bids, total price quoted by bidders excluding base metal prices on door delivery basis (incl. of all taxes and duties) shall be compared for arriving at L-1. However, the total price including base metal prices shall be calculated separately against each techno-commercially qualified bidder and award shall be placed at the price including Base Metal prices and Conversion Cost (inclusive of all taxes and duties on landed cost). The prices of base metals shall be arrived as per monthly average spot settlement prices of MCXINDIA.COM, prevailing in the month prior to the month of bid opening date.
- J. **Order Placement:** As bidder will be able to quote the prices excluding Base Metals prices in GeM Portal, which is fixed and final for entire contractual period, Contract shall be placed on successful bidder(s) through GeM Portal for such prices excluding Base Metals prices only. However, a separate Contract/Agreement shall be issued on successful bidder(s) for total price which includes the conversion price as agreed along with Base Metal price (which varies as per MCX index) on door delivery basis (incl. of all taxes and duties).
- K. **Submission of Bid Security /EMD:** Bidders can also submit the EMD/Bid Security in the form of Bank Guarantee and the format of the same is as per the format attached as Annexure - EMD (Section XIII – format for submission of Bid Security). The scan copy of the BG against EMD to be uploaded on the GeM portal and the original physical BG has to reach IGM Hyderabad within 5 days of last date of submission of the bids/bid due date. The offer submitted shall be summarily rejected in case of non receipt of the original physical copy of BG within the stipulated time.
- L. **Submission of Performance Security Deposit:** Bidders can also submit the Performance Security also in the form of Bank Guarantee and the format of the same is as per the format attached as Annexure - PBG (Section XV – format for submission of Performance Security). The BG against Performance Security has to be submitted within 21 days of issue of Notification of Award of Contract (NAC).
- M. Check list for the bidder to submit the documents in Technical bid:

|          |                                                                         |
|----------|-------------------------------------------------------------------------|
| <b>1</b> | Experience & Past Performance: Documents in support                     |
| <b>2</b> | Capability - Equipment & Manufacturing Facilities: Documents in support |
| <b>3</b> | Financial Standing: Documents in support                                |
| <b>4</b> | Undertakings                                                            |

|            |                                                                                                                                    |
|------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>4.1</b> | Undertaking of acceptance to Technical Specifications & Scope of work without any deviation DULY STAMPED AND SIGNED                |
| <b>4.2</b> | Undertaking of acceptance to all terms and conditions as set forth in this GeM bid including Buyer Added Bid specific ATC Clauses. |
| <b>4.3</b> | Declaration that the bidder is not be blacklisted or debarred for dealing by Government of India                                   |
| <b>4.4</b> | Undertaking towards Land Boarder Sharing                                                                                           |
| <b>4.5</b> | Undertaking to Make in India Declaration being Class-I/II with detailed Percentage                                                 |
| <b>5</b>   | Pre-bid/Pre-contract integrity pact in the prescribed format                                                                       |
| <b>6</b>   | Submission of Blank Price Schedule duly indicating Offered Quantity                                                                |
| <b>7</b>   | Acceptance of GIT & GCC as per the links provided in the Buyer added bid specific ATC Clauses.                                     |
| <b>8</b>   | Manufacturer's authorization in case of participating firm is not a manufacturer.                                                  |
| <b>9</b>   | Any other document as per tender                                                                                                   |

**NOTE:**

**1. Any dispute arising out of this contract shall be subject to Hyderabad Jurisdiction only.**

**2. Please find replies to the pre-bid queries as Annexure - PB in Buyer Added Uploaded ATC**

## **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](#)