

Bid Corrigendum

GEM/2025/B/6266356-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. Buyer Added text based ATC clauses

Corrigendum 1:

Wired media such as Fiber or RF (Radio Frequency) technology will be considered for last mile connectivity

1. Buyer Added Bid Specific ATC

Bid Specific General and special conditions:

<https://www.spmcil.com/wp-content/uploads/2024/06/GIT-3.0-1.pdf>

<https://www.spmcil.com/wp-content/uploads/2024/06/GCC-3.0-1.pdf>

2. Generic

A. Qualification Criteria

a. Experience & Past Performance

The bidder should have experience of having successfully completed similar kind of services for the value of at least Rs. 52,96,000/-, in any one of the last five years ending on 31st March 2024.

Note:

In Support of Experience & Past Performance, the bidder must submit Copy of Purchase Order/Supply/Work Order with respective completion certificate (from the previous buyer of the service) and Contact Details (of the previous buyer of the service) along with the tender.

b. Capability

The bidder must have capability to provide the relevant services.

Note:

- (i) In support of the Capability, the bidder has to submit copy of supporting documents i.e. Copy of Purchase Order/Supply/Work Order and respective completion certificate, etc.
- (ii) For verifying the Capability/Capacity, SPMCIL reserves the right to depute its authorised representatives at the worksites of the supplier. In the event, the firm is found not having capability/capacity, their offer is liable to be rejected.

c. Financial Standing

1. The average annual financial turnover of the bidder during the last three years, ending on 31st March 2024, should be at least **Rs. 52.96 Lakhs**, 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 Bidder should not be negative on 31st March 2024 and also should not have eroded by more than 30% in the last three years, ending on 31st March 2024.

Note:

- (i) For net worth erosion calculation of last three (03) years ending on 31.03.2024, audited balance sheet of financial years i.e. 2021-22, 2022-23 & 2023-24 must be submitted.
- (ii) Supporting documents to be furnished as claim against the above Financial Standing, all financial standing data should be certified by certified accountants.
- (iii) For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempted. However, its capacity and capability may be verified (if necessary).

3. Forms of EMD and PBG

Bidders can submit the EMD with Account Payee Demand Draft in favour of

Security Printing and Minting Corporation of India Limited
payable at New Delhi.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 05 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C Security Printing and Minting Corporation of India Limited. 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 05 days of Bid End date/ Bid Opening date.

5. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of
Security Printing and Minting Corporation of India Limited
payable at New Delhi.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 05 days of Bid End date / Bid Opening date.

6. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / Internet banking in

Beneficiary name: Security Printing and Minting Corporation of India Limited

Account No. : 201000866753

IFSC Code: INDB0000005

Bank Name: IndusInd Bank

Branch Address: Dr. Gopal Das Bhawan 28 Barakhamba Road New Delhi 110001.

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.

7. Resolution of Disputes:

If dispute or difference of any kind shall arise between SPMCIL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within 21 days of its occurrence, then, depending on the position of the case, either the purchaser or the supplier shall give notice to the other party of its intention to commence arbitration. When the contract is with domestic supplier, the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 and 2021. Mode of settlement of such contractual disputes/ differences shall be through Arbitration, to the India International Arbitration Centre.

8. Anti-Bribery Management System (ABMS)

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.

9. Debarment Clause

The participant bidder firm has to certify as follows “ We, solemnly declare that neither we nor any of our affiliates or subsidiaries – including subcontractors or suppliers for any part of the contract – do not stand declared debarred by DoE, MoF, GoI; DEA, MoF, GoI; SPMCIL; procuring unit of SPMCIL.”.

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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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](#)