

Bid Corrigendum

GEM/2023/B/3823547-C1

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. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
SECURITY PAPER MILL
payable at
NARMADAPURAM
. 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 (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 The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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
4. Bidders can also submit the EMD with Banker's Cheque in favour of
SECURITY PAPER MILL
payable at
NARMADAPURAM
. 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
SECURITY PAPER MILL
payable at
NARMADAPURAM
. 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
SECURITY PAPER MILL, NARMADAPURAM
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

i) Required Terms of Delivery: F.O.R. Security Paper Mill Narmadapuram (Duly Unloaded) Trans

port the contracted material/supplies only through Registered Common Carriers.

ii) Payment Terms: 100% on receipt and acceptance (suitability) of goods by the SPM, Narmadapuram and on production of all required documents by the supplier.

iii) Bidder Should Quote Prices Inclusive of GST And All Cost Components Such As Packing & Forwarding Details, Freight & Insurance Charges upto Destination etc. on FOR Security Paper Mill, Narmadapuram (Madhya Pradesh), India basis only.

iv) Parallel Contracts: Splitting may be done among maximum Three (03) Bidders in the ratio of 50:30:20 of the Total bid quantity.

(i) Parallel contracts, with more than one bidder (for the same contract) may be concluded in the following cases:

(a) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying (or has quoted for) and there was no prior stipulation in the NIT/ SIT to split the quantities, then the quantity being finally ordered may be distributed among the other bidders by counter offering the L1 rate in a manner that is fair, transparent, and equitable. L-1 bidder must quote for minimum 60% of quantity.

(b) When it is decided in advance to have more than one source of supply due to the critical/ strategic/ specific nature of the supplies/ goods (and rate contracts are not appropriate for such goods) parallel contract clause should be added to the bid documents, clearly stating that SPMCIL reserves the right to split the contract quantity between suppliers. The manner of deciding relative share of lowest bidder (L1) contractor and the rest of the tenderers should be clearly defined, along with the minimum number of suppliers sought for the contract. In case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively, may be used – a different ratio may also be justified. These ratios are approximate and SPMCIL reserves its right to marginally vary quantities to suit capacity of the firm/ unit loads of packing or transportation. However, the requirements may not be split into a number of tenders of smaller quantities for the reason that one supplier may not be able to supply the entire quantity. It should also be mentioned in such cases that the firms should not quote for less than 25% of the tendered quantity; otherwise, their offer would be considered as unresponsive.

(ii) Before splitting the quantity, it should be ensured that the L1 price is reasonable. If it is not reasonable, negotiation with the L1 party may be carried out with the approval of the CFA. The following guidelines are to be considered while opting for parallel contracts:

(a) L1 should be awarded at least the percentage mentioned above or his spare supply capacity, whichever is lower; and

(b) For the rest of the contract quantity, the lowest rate accepted will be counter offered to the L2 party. On acceptance of the counteroffer, the order will be placed on L2 for the respective percentage or the spare supply capacity of the L2 bidder, whichever is lower, and so on to other tenderers. In case of non-acceptance of the counteroffer by L2 party, a similar offer shall be made to L3 and L4 and so on.

(iii) For MSE firms, Parallel contract is applicable as per MSME guidelines issued time to time.

v) QUALIFICATION/ELIGIBILITY CRITERIA:

(i) Experience & Past Performance:

The bidder (*manufacturer or principal of authorised representative-hereinafter referred simply as 'The Bidder'*) should have manufactured and supplied BLEACHED COTTON LINTER PULP IN FIRST CUT FLOCKS FORM of at least 260 MTs in any one of the last five years ending on 31st March 2022.

(Note: 'Start-ups and Micro and Small Enterprises' are exempted from 'Experience and Past Performance Criteria')

-

(ii) Capability Equipment & Manufacturing Facilities:

- a. The Bidder must have an annual capacity to manufacture and supply at least 260 MTs of BLEACHED COTTON LINTER PULP IN FIRST CUT FLOCKS FORM.
- b. The bidder has to submit the following details along with the bid:
 - 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 quoted amount.

(iii) Financial Standing:

- a) The average annual financial turnover of the bidder during the last three years, ending on 31.03.2022, should be at least **Rs. 2,88,28,800.00** 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.

{Note: 'Start-ups and Micro and Small Enterprises' are exempted from 'Average Annual Turnover Criteria'}

- b) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31.03.2022.
- c)
 - i) The net worth of the Bidder should not be negative on 31.03.2022 and also
 - ii) should not have eroded by more than 30% in the last three years, ending on 31.03.2022.

Note:

1. 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 may be verified from the parties for whom work has been done.
2. All financial standings data should be certified by Certified Accountant's e.g. Chartered Accountants (CA) in India and Certified Public Accountants/Chartered Accountants of other countries.
3. Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.

4. ***For Existing successful Past Suppliers:*** In case the bidder (manufacturer or principal or authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements, 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.

vi) If required SPM may visit the factory during techno-commercial bid stage, to ascertain the bidder manufacturing capability & quality control methodology.

vii) Performance of the bidder in executing the previous/current contract/orders of SPM shall be taken into account during technical evaluation. The bids of the tenderers who were not able to comply PO original delivery schedule and unsuccessful in completing the previous orders of SPM without any valid reason are liable to be ignored/rejected.

viii) Liquidated Damages (LD) Clause: If the contractor fails to deliver the goods and/or services or any installment thereof within the Delivery Period, SPM Narmadapuram shall, without prejudice to other rights and remedies available to SPM, Narmadapuram under the contract, deduct from the contract price, as Liquidated damages, a sum equivalent to the rate of 0.5 Percent of the delivered price of the delayed goods and/or services along with applicable GST of 18% on the LD amount for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (plus GST on the LD amount) of the delayed goods or services.

ix) The terms and conditions, guidelines of SPMCIL Procurement Manual Version 2.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer General Instructions to Tenderer (GIT) and General Conditions of Contract (GCC) of SPMCIL Procurement Manual Version 2.0 for additional terms and conditions as per the links given below:

GIT: <https://spmCIL.com/uploaddocument/GIT/new.pdf>

GCC: <https://spmCIL.com/uploaddocument/GCC/new.pdf>

x) SPM (as Buyer) is liable to deduct TDS u/s 194Q @ applicable rate on goods purchases (if applicable). In case of deduction of TDS under section 194Q; the Supplier (Vendor) need not to charge TCS u/s 206C (1H) on invoicing on or after 01.07.2021.

xi) Vendor has to submit declaration in specified format for the compliance of Section 206AB of Income Tax Act, 1961. In case of non-submission of declaration; TDS will be deducted at higher rates (as applicable) as per section 206AB.

xii) **GST Return:** Supplier should file the GST returns for outward supplies in time. In case of any Input Credit Loss to SPM by way of their failure to file GST Returns in time, SPM reserves the right to withhold the payment of further supplies till production of evidence of filing of Returns.

xiii) Manufacturer Authorization Certificate:

- (a) If the bidder firm is manufacturer then firm has to submit the valid registration certificate.
- (b) If the bidder firm is not the manufacturer then firm has to submit the valid manufacturer's authorization certificate/valid dealership certificate of the item supplied as per the standard form duly filled by OEM as per Annexure-XIV (refer Buyer added Specific ATC) of this tender document.

xiv) Bidder shall submit duly seal & signed copy of **Section-VII: Technical Specifications & Section-VIII: Quality Control Requirements.**

xv) Delivery Schedule: Delivery Schedule shall be in staggered manner as per below:

Sr. No.	Delivery Period	Quantity
1	within 30 days from the date of issue of contract	55 MT
2	b/w 31 to 60 days from the date of issue of contract in GeM.	55 MT
3	b/w 61 to 90 days from the date of issue of contract in GeM.	55 MT
4	b/w 91 to 120 days from the date of issue of contract in GeM	55 MT
5	b/w 121 to 150 days from the date of issue of contract in GeM	55 MT
6	b/w 151 to 180 days from the date of issue of contract in GeM	55 MT
7	b/w 181 to 210 days from the date of issue of contract in GeM	55 MT
8	b/w 211 to 240 days from the date of issue of contract in GeM	55 MT
9	b/w 241 to 270 days from the date of issue of contract in GeM	55 MT
10	b/w 271 to 300 days from the date of issue of contract in GeM	55 MT
11	b/w 301 to 330 days from the date of issue of contract in GeM	55 MT
12	b/w 331 to 360 days from the date of issue of contract in GeM	45 MT
Total		650 MT

xvi) Dispatches:

a. The material may be dispatched through Road.

b. The supplier should indicate the Bale No. on each of the bales and accordingly also enclose the individual bale-wise weight list in duplicate with documents to enable us to process supplier bills and same should be followed for all supplies, failing which payment will be withheld.

c. The dispatch should be made strictly as per the delivery schedule which will be indicated in our supply order. Advance supplies may not be accepted without prior permission.

d. Date of receipt of the material in the Mill will be taken as date of delivery.

e. While dispatching the material by truck please ensure that the truck driver are holding valid and original license with them failing which the truck may not be allowed to enter the Security Paper Mill premises and

may be sent back without unloading at their risk and cost.

f. The truck may be detained for the 2/3 days in case of pre-occupation.

g. Unloading of consignment at our site and arrangement of the same in a systematic manner as required by our Stores Department is to be arranged by the supplier.

h. It is to be ensured that persons engaged for unloading possess necessary police clearance and the work under necessary security check by the CISF.

i. The Chief General Manager, Security Paper Mill, Narmadapuram, reserve the right without assigning the reason:-

- To short-close / foreclose the order at any time during process of supply against our supply order.
- To reduce the tender quantity at the time of concluding the final supply order/contract.

j. As the procurement is being done for Government (Wholly owned unit of Govt. of India) all the rules applicable for procurement of Government stores will be applicable to those goods.

xvii) Weight Shortage:-

The weight as assessed by this office on arrival of each consignment shall be final and binding on the supplier and shortage up to 1% in weight shall not be communicated and bills be settled after deducting such shortage. However, shortage of more than 1% in weight shall be communicated to the supplier for the confirmation of shortage within 03 weeks from the date of communication of this office. If the supplier choose to have verification of the over 1% short weight consignment carried out, he must take himself or his authorized representatives available at the Security Paper Mill, Narmadapuram (M.P) in such time that the verification is completed, within the specified period of 03 three weeks, failing which this office will be at liberty to use the material and the weight as assessed and shortage communicated shall be taken as final and binding on the supplier without making further reference. On verification, if shortage is found irrespective of the quantum of shortage, the weight shortage originally reported or found on re-verification, whichever is higher shall be final and binding on the supplier.

xviii) Godown Rent:

Any consignment which is found to be different from the specification containing contraries will not be paid for and will have to be immediately lifted by the supplier at their expenses. The rejected material, if not lifted within one month from the date of issue of communication of rejection, the supplier will have to bear Godown rent as under and that this office will not be responsible for any damages whatsoever to the consignment.

Rs.300/- per M.T. for first 15 days or part thereof after one month notice

Rs.500/- per M.T. for next 15 days or part thereof

Rs.850/- per M.T. per month after 30 days (one month) and in case of fraction of month it will be taken as full month.

In the event of not lifting rejected goods within 3 months from the date of intimation of rejection, the bidder shall forfeit any claim to the goods.

xix) Non-Delivery of Material:

In the event of non-delivery of all or part of the order within the specific time, the Chief General Manager, Security Paper Mill, Narmadapuram, (M.P) reserves the right to cancel the order and forfeit the Security Deposit. In the event of such cancellation the supplier shall remain responsible to make good the extra expenditure incurred by this Unit to procure the entire material or part thereof as the case may be arising due to non-delivery by the supplier within a period of three months from the date of cancellation of the supply order. The supplier shall not be entitled to any gain on such purchase & shall be in the entire discretion of the Chief General Manager, Security Paper Mill, Narmadapuram, (M.P). It shall not be necessary for the Chief General Manager to serve a notice of such purchase of the supplier.

xx) COMPLIANCE OF LABOUR LAWS:

Unloading of material shall be in the scope of supplier. Any contractor's labour entering in SPM premises on

behalf of supplier shall be complete responsibility of the supplier and shall be governed by all acts laws pertaining to contract labour act in India.

Contractor/supplier should all times indemnify SPM against their all claims, damages or compensation under the provisions of Payment of Wages Act 1936; Minimum Wages Act 1948; Employers Liability Act 1938; The Workmen Compensation Act 1923; Industrial Disputes Act 1947; Maternity Benefit Act 1961; Payment of bonus Act 1965. Factory Act 1948 or any modification thereof or any other law relating thereto and rules made hereunder from time to time.

Contractor's/supplier's staff shall always be disciplined, properly dressed and use personal protective equipment's during performing any work on behalf of supplier. The persons deployed by supplier / contractor for unloading job shall be properly trained, have requisite experience and skills for carrying out the tasks at SPM. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract fall sick or is injured or goes on strike etc. In case any injury/accident to the contract labour engaged by supplier/contractor the supplier has to fulfill all his statutory liabilities as per contract labour engaged by supplier/contractor fails to comply with the statutory requirements then SPM, as a Principal Employer shall perform all the statutory requirements and if it involves any financial implication the same shall be deducted from suppliers bill.

xxi) WARRANTY CLAUSE:

21.1 The warranty shall remain valid for twelve months after the goods have been delivered to the final destination and accepted by SPM in terms of the contract or for fifteen months from the date of dispatch from the supplier's premises for domestic goods whichever is earlier.

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

21.3 Upon receipt of such notice, the supplier shall, with all reasonable speed 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 SPM for such replaced parts/ goods thereafter.

21.4 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 SPM.

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

8. 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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](#)