

## Bid Corrigendum

GEM/2024/B/5615739-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 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.

2. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C . The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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

3. 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.

4. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name SECURITY PAPER MILL  
Account No.  
201003487038  
IFSC Code  
INDB0000449  
Bank Name  
INDUSIND BANK  
Branch address  
Ground Floor, Shree Sai Krupa, Sat Rasta, Main Road, Namadapuram, (M.P.) 461001

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.

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. 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 SECURITY PAPER MILL  
Account No. 201003487038  
IFSC Code INDB0000449  
Bank Name INDUSIND BANK  
Branch address Ground Floor, Shree Sai Krupa, Sat Rasta, Main Road, Namadapuram, (M.P.) 461001  
. 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.
8. Buyer Added text based ATC clauses

### **ADDITIONAL TERMS & CONDITIONS (ATC)**

1. **Required Terms of Delivery:**  
i. Required Terms of Delivery: F.O.R. Security Paper Mill Narmadapuram duly unloaded including supply, installation, testing and commissioning.  
ii. **Destination:** Security Paper Mill, Narmadapuram (M.P.)-461005
2. **Payment Terms:** 100% on receipt and acceptance (suitability) of goods by the SPM, Narmadapuram with election and commissioning of material and on production of all required documents by the supplier.
3. 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.
- 4.
6. **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 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.
7. 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 General Instructions to Tenderer (GIT) and General Conditions of Contract (GCC) of SPMCIL Procurement Manual Version 3.0 for additional terms and conditions

as per the links given below:

(i) <https://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>

(ii) <https://www.spmcil.com/spmcil/UploadDocument/GCC.pdf>

8. 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.
9. 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.
10. GST Return: Supplier should file the GST returns for outward supplies in time. SPM reserves the right to withhold the payment of further supplies till production of evidence of filing of Returns.

**12. Bidder shall submit duly seal & signed copy of Technical Specifications.**

**13. Scope of Work**

1. The vendor shall be responsible for supply, installation, testing and commissioning of the switches.
2. Installation must adhere to industry best practices and safety standards.
3. Any additional hardware or equipment required for installation/configuration/commissioning shall be provided by the vendor.
4. The vendor shall be responsible to replace old switches in the existing network with the new switches.
5. The vendor shall configure the switches according to the network requirements specified by SPM Narmadapuram and ensure integration with existing network infrastructure.
6. The vendor shall conduct comprehensive testing to ensure the proper functioning of the switches and their compatibility with the existing network.
7. The vendor shall provide onsite training sessions for the organization's IT staff on the management and operation of the new switches.
8. Onsite support services, including troubleshooting assistance and firmware updates, etc. shall be provided by the vendor for the duration of the warranty period.
9. The OEM must have a service center located in Madhya Pradesh.

**14. Delivery Schedule: 60 days from date of gem order** for supply, installation, testing and commissioning of the switches.

**15. Warranty Clause:**

21.1 The warranty shall remain valid for 5 (Five) years after the goods have

e been delivered to the final destination and accepted by SPM in terms of the contract.

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 5 (Five) years 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.

#### 16. **SHORT CLOSE/ TERMINATION OF CONTRACT:**

The Chief General Manager, Security Paper Mill, Narmadapuram, reserve the right at any stage by giving one week's notice without assigning the reason:-

(i) To short close or terminate the order at any time during process of supply against our supply order.

(ii) To reduce the tender quantity at the time of concluding the final supply order.

Note :- Firm has to provide the details of make/model.

#### **Corrigendum:**

<b>Sl.No.</b>	<b>Section</b>	<b>Existing Clause</b>	<b>Shall now be read as</b>
<b>i.</b>	2.Minimum Technical Specification	<b>Feature:</b> Packet buffer <b>Description:</b> 3Mb or more	<b>Feature:</b> Packet buffer <b>Description:</b> 2MB or more

ii.	3. Scope of work	9. The OEM must have a service center located in Madhya Pradesh in order to provide next business day service.	9. The OEM must have a service center located anywhere in India.
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1. As per DOT notification 21.10.2024, it is hereby clarified that a class-I local supplier must meet the minimum local content requirement of 60 % for the tendered item.
2. As per DOT notification dated 21.10.2024, supplier at the time of bidding, shall provide self-certification in Form-1 (format attached herewith), regarding local content, to be submitted on non-judicial stamp paper of value Rs.100/-
3. Offered product should be IPV6 ready from day 1.

9. 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.
10. Warranty period of the supplied products shall be as given in specifications 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. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
11. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.
12. 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 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.

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