



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5914250 Dated/दिनांक : 13-02-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
15-03-2025 12:00:00			
15-03-2025 12:30:00			
120 (Days)			
Ministry Of Finance			
Department Of Economic Affairs			
Security Printing And Minting Corporation Of India Limited (spmcil)			
Janpath			
buycon9.spmcils.mp@gembuyer.in			
1100			
Bleached Cotton Linter- First Cut (BCL-FC) Pulp in Sheet Form			
Bleached Cotton Linter- First Cut (BCL-FC) Pulp in Sheet Form			
Category not available on GeM for the text string uploaded by the buyer			
men women and kids wearable textile			
Yes			
Yes			
Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer			

Bid Details/बिड विवरण		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Is Part Quantity Bidding Allowed?	Yes	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	1608000

### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	17

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

## Beneficiary/लाभार्थी:

SECURITY PAPER MILL, NARMADAPURAM SECURITY PAPER MILL, NARMADAPURAM

(Security Paper Mill, Narmadapuram)

# Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	3
Split Criteria based on which quantity will be distributed	70:30 OR 50:30:20

# MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
Mil Pulchase Preference/एमजाइजाइ खराद वरायता	res

## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
MSL Fulcilase Fleterence/ एक एसई खराद परायता	les

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid

for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

# **Part Quantity Bidding**

Buyer has allowed part quantity bidding, bidders can offer maximum quantity that they can deliver keeping in mind their capacity and delivery period requirements. The offer quantity has to be more than minimum bid quantity as specified by the Buyer in the bid. Offers with quantity less than Minimum are liable to be rejected. It may however be noted that there is no guarantee that full offer quantity will be ordered by the buyer. Quantity to be ordered by the buyer will depend on various factors including the Ranking of the bidder, Offered quantity, Splitting criteria indicated by the buyer in the bid and the requirement of the buyer to have multiple sources of supply for ensuring supply chain etc. Sellers would be notified about likely order quantity or range of possible order quantity at the time of price match request made by the buyer, ward of contract will be subject to acceptance of price match request along with min / max offer quantity as decided by the Buyer.

- 5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### **Itemwise Minimum Capacity Required From Seller**

S.No.	Item Category	Item Quantity	Minimum Capacity
1	Bleached Cotton Linter- First Cut (BCL-FC) Pulp in Sheet Form	1100	275

### Bleached Cotton Linter- First Cut (BCL-FC) Pulp In Sheet Form ( 1100 metric tonne )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Balbir Singh Prajapati	461005,Security Paper Mill ,Narmadapuram , Madhya Pradesh	1100	340

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

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. Generic

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.

## 3. Scope of Supply

Scope of supply (Bid price to include all cost components): Only supply of Goods

#### 4. Certificates

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.

#### 5. Forms of EMD and PBG

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.

#### 6. 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 PAPER MILL, NARMADAPURAM

. 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

#### 7. Forms of EMD and PBG

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.

#### 8. Forms of EMD and PBG

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

#### 9. Forms of EMD and PBG

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.

#### 10. Forms of EMD and PBG

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.

# $11.\,$ Forms of EMD and PBG

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, NARMADAPURAM

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.

#### 12. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 13. Buyer Added Bid Specific ATC

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.
- ii. Destination: Security Paper Mill, Narmadapuram (M.P.)-461005
- 2. **Payment Terms:** 100% on receipt and acceptance (suitability) of goods by the SPM, Narmadapuram 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 Prade sh), India basis.

# 4. PARALLEL CONTRACTS:

In case of critical/vital/ safety/ security nature of the item, and/ or large quantity under procurement and/ or u rgent delivery requirements and/ or inadequate vendor capacity, Buyer may decide to have more than one so urce of supply. In such cases Buyer may opt for Parallel Orders while creating the bid on GeM, clearly indicatin g the ratio in which order will be split among L-1, L-2, L-3 etc. After technical and financial evaluation, before splitting the quantity, it should be ensured by Buyer that the L1 price is reasonable. After deciding the accept able reasonable price, L1 would be awarded contract for at least the first/ highest percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates/ lowest accepted rate will be counter offered t o the next higher quoting bidder(s) for price matching. On acceptance of the counteroffer, the order will be pl aced on next higher quoting bidder(s) for the respective percentage. In case of non- acceptance of the counter offer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case coun ter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left-over quantity will be divided between bidders who have accepted the rates in the ratio of the ir originally allocated quantities subject to their confirmation and after getting consent on mutually agreed de livery schedule for the additional quantity.

# 5. **QUALIFICATION/ ELIGIBILITY CRITERIA:**

## (i) Experience & Past Performance:

The bidder (manufacturer or principal of authorised representative-hereinafter referred simply as 'The Bidd er') should have manufactured and supplied at least **440 MT of Bleached Cotton Linter- First Cut (BC L-FC) Pulp in Sheet Form** in any one of the last five years ending on 31st March 2024.

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

#### (ii) Capability Equipment & Manufacturing Facilities:

- a. The Bidder must have an annual capacity to manufacture and supply at least **440 MT of Bleach** ed Cotton Linter- First Cut (BCL-FC) Pulp in Sheet 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 31.0 3.2024, should be at least Rs. 12,86,20,800/- as per the annual report (audited balance sheet an d profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.
- b) i) The net worth of the Bidder should not be negative on 31.03.2024 and also ii) should not have eroded by more than 30% in the last three years, ending on 31.03.2024.

Note 1: To ascertain this criteria net worth of initial and last financial year should be compare

Note 2: For MSEs and Start-ups (registered for tendered item) all financial criteria shall be ex empted.

However, its capacity and capability may be verified (if necessary) by the purchaser as per the attached format (duly filled and signed & sealed).

#### Note 3:

- a) 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 p ast performance to the extent required as per eligibility criteria submitted by bidder may b e verified from the parties for whom work has been done.
- b) All financial standings data should be certified by Certified Accountant's e.g. Chartered Accounts (CA) in India and Certified Public Accountants/Chartered Accountants of other count ries.
- c) 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.
- d) **For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least of ne of the recent past three procurements (within SPMCIL/ BRBNMPL/BNPMIPL), 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 to any units of SPMCIL.
- e) The bidder shall submit signed copy of Purchase order/ Work order/ Agreement/ Contract.
- f) SPM, Narmadapuram reserves the right to seek additional documents related to eligibility criteria like Tax invoice and documents evidencing supply of material (viz. LR/E-waybill/GS TR etc.), if required.
- 6. If required, SPM may visit the factory during techno-commercial bid stage, to ascertain the bidder manufacturing capability & quality control methodology.
- 7. **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.

- 8. 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) <a href="https://www.spmcil.com/spmcil/UploadDocument/GIT.pdf">https://www.spmcil.com/spmcil/UploadDocument/GIT.pdf</a>
  - (ii) <a href="https://www.spmcil.com/wp-content/uploads/2024/06/GCC-3.0-1.pdf">https://www.spmcil.com/wp-content/uploads/2024/06/GCC-3.0-1.pdf</a>

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- 9. 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.
- 10. 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.
- 11. **GST Return:** Supplier should file the GST returns for outward supplies in time. SPM reserves the right to with hold the payment of further supplies till production of evidence of filling of Returns.

#### 12. 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 authorizati on certificate/valid dealership certificate of the item supplied as per the standard form duly filled by OEM a s per Annexure-XIV (refer Buyer added Specific ATC) of this tender document.

#### 13. Quality Control Requirement:

- 1. QUALITY ASSURANCE: The supplier shall ensure that the stores supplied are manufactured in accordance with the technical specifications given in this tender document section-VII "Technical Specification".
- 2. INSPECTION: A pre-dispatch inspection will be carried out by the purchaser, if desired by Chief General M anager, Security Paper Mill, Narmadapuram. The supplier has to inform well in advance and also facilitate the inspection team to carry out the same.
- 3. PACKING: The supply of Absolutely clean Bleached Cotton Linter Pulp first cut in sheet form for use in sec urity paper free from colour thread, plastic, nylon ropes, dirt, dust, husk, grit, synthetics, card room waste and other contaminants and should be exactly as per specification. The Bleached Cotton Linter Pulp first c ut in sheet form (BCLP-SF) should be supplied as per the below packing standards:
  - i. GSM of sheet:  $1000 \pm 500 \text{ g/m}^2$
  - ii. Average bale weight should be within the limit of 180  $\pm$  30 Kgs
  - iii. Sheet size should be
    - a. Width:  $700 \pm 100 \text{ mm}$
    - b. Length:  $800 \pm 200 \text{ mm}$
    - c. Height: According to the bales weight limitation
  - iv. If average bale weight found below/ over the specified limit, the entire consignment will be rejected and the same will be sent back without unloading at suppliers risk and cost
  - v. The firm should maintain the tare weight of packing material for each bale within the prescribed limit of 1.0 to 2.0Kgs, failing which penalty of triple the excess weight of tare fo und upon assessment at our end will be imposed, i.e., cost of Bleached Cotton Linter Pulp f irst cut in sheet form of calculated quantity will be deducted from the firms bill.
  - vi. The packing material should be clean and free from dust and other foreign material,

etc,.

vii. Supply should be in fully pressed bales only. Supply in loose bags/uncovered bales/p artially covered bales, half pressed bales etc. will be rejected at supplier risk and cost.viii. Bales should be packed using white polyester strips.

# 14. **Delivery Schedule:**

1. Delivery of the material shall be taken in staggered manner over the year. Delivery schedule shall be as follows:

Sr. No	Delivery Period	Quantity
1	Within 45 days of issuance of GeM contract/NAC/P O whichever is earlier	120 MT
2	between 61 to 90 days of issuance of GeM contrac t/NAC/PO whichever is earlier	100 MT
3	between 91 to 120 days of issuance of GeM contra ct/NAC/PO whichever is earlier	120 MT
4	between 121 to 150 days of issuance of GeM cont ract/NAC/PO whichever is earlier	100 MT
5	between 151 to 180 days of issuance of GeM cont ract/NAC/PO whichever is earlier	120 MT
6	between 181 to 210 days of issuance of GeM cont ract/NAC/PO whichever is earlier	100 MT
7	between 211 to 240 days of issuance of GeM cont ract/NAC/PO whichever is earlier	120 MT
8	between 241 to 270 days of issuance of GeM cont ract/NAC/PO whichever is earlier	100 MT
9	between 271 to 310 days of issuance of GeM cont ract/NAC/PO whichever is earlier	120 MT
10	between 311 to 340 days of issuance of GeM cont ract/NAC/PO whichever is earlier	100 MT
	Total	1100 MT

#### Note:-

a) The allowable periodic variation would be +/- 5%. Under no circumstances, materials will be accepted bey

ond (+)5% allowed quantity tolerance. Any variation in periodic rate of supply more than (-)5% in each delivery schedule would be considered as delay in delivery. LD will be imposed on such short supplies beyon d (-)5% for each delivery.

This is without prejudice to Force Majeure Clause. In any circumstances, the total Purchase Order q ty. will not be exceeded.

- **b)** The above delivery schedule may be vary as per our requirement.
- c) The above mentioned quantity may be divided proportionately in case of parallel contract.
- 15. Bidder shall submit duly seal & signed copy of Technical Specifications & Quality Control Requirements.

#### 16. 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 individu al 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.
- 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.

# 17. Weight Shortage:-

The weight as assessed by this office on arrival of each consignment shall be final and binding on the supp lier and shortage up to 1% in weight shall not be communicated and bills be settled after deducting such s hortage. 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.

#### 18. 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 lift ed within one month from the date of issue of communication of rejection, the supplier will have to bear G odown 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 incase of fraction of month it will be taken as f ull month.

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

## 19. 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, S ecurity Paper Mill, Narmadapuram, (M.P) reserves the right to cancel the order and forfeit the Security Dep osit. In the event of such cancellation the supplier shall remain responsible to make good the extra expend iture incurred by this Unit to procure the entire material or part thereof as the case may be arising due to n on-delivery by the supplier within a period of three months from the date of cancellation of the supply orde r. 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.

#### 20. 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 und er 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 form time to time.

Contractor's/supplier's staff shall always be disciplined, properly dressed and use personal protective equi pment's during performing any work on behalf of supplier. The persons deployed by supplier / contractor f or 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 unde r 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 Em ployer shall perform all the statutory requirements and if it involves any financial implication the same shall be deducted from suppliers bill.

#### 21. WARRANTY CLAUSE:

- 21.1 The warranty shall remain valid for three months after the goods have been delivered to the f inal destination and accepted by SPM in terms of the contract or for fifteen months from the date o f 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 re placed parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPM f or 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

d of three 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 p eriod SPM may proceed to take such remedial action(s) as deemed fit by SPM, at the risk and expe nse of the supplier and without prejudice to other contractual rights and remedies, which SPM may have against the supplier.

#### 22. SHORT CLOSE/ TERMINATION OF CONTRACT:

The Chief General Manager, Security Paper Mill, Narmadapuram, reserve the right at any stage by giving o ne 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.

#### 23. Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted

goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date (the day of opening of Price Bid) for all the subseq uent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall c lause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

### 24. Option Clause:

The Purchaser reserves the right to increase/decrease the ordered quantity by up to 25% at any time, till fi nal delivery date of the contract (or the extended delivery date of the contract), by giving reasonable notic e even though the quantity ordered initially has been supplied in full before the last date of Delivery Period (or the extended delivery period of the contract).

#### 25. Resolution of Disputes:

If dispute or difference of any kind shall arise between SPM, Narmadapuram and the supplier in connection wi th or relating the contract, the parties shall make every effort to resolve the same amicably by mutual consult ations. If the parties fail to resolve their dispute or difference by such mutual consultation within 21 days of it s occurrence, then, unless otherwise provided in the SCC, either SPM, Narmadapuram or the supplier may seek recourse to settlement of disputes through arbitration act 33.2.

26. Bidder has to submit duly seal & signed of Complete GEM Bid, Technical Specifica tion Capacity and capability assessment form (with complete proper data) and De claration of Integrity Pact, Annexure I, II, III, Manufacture's authorization Form & C apability & capacity assessment form (Attached in ATC).

# Disclaimer/अस्वीकरण

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---