

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-05-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-05-2025 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Economic Affairs
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmci)
Office Name/कार्यालय का नाम	Janpath
क्रेता ईमेल/Buyer Email	buyer1.spmci.wb@gembuyer.in
Total Quantity/कुल मात्रा	35000
Item Category/मद केटेगरी	Biocide - DBNP Based
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Biocide - DBNP based
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Biocide / Bactericide for Drilling Fluids (ONGC), Squeegee Washer Wiper Mopper (V2), Algaecides and Biocide for Cooling Water treatment, Desk based screens, Portable Fire Extinguishers (V2) as per IS 15683:2018, Solvent Based Developer, pH Meter, Column Based Mezzanine, Fixed Computer Workstation, Alcohol Based Hand Sanitizer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Algaecides and Biocide for Cooling Water treatment
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 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/एडवाइजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	157000

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).	26

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी 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
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. Award 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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	Biocide - DBNP Based	35000	8750

Biocide - DBNP Based (35000 kilogram)

(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	Biplab Basak	461005,Security Paper Mill ,Narmadapuram , Madhya Pradesh	35000	365

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

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.

2. 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 %.

3. 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.

4. Scope of Supply

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

5. 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.

6. 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.

7. 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

8. 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.

9. 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, Narmadapuram, (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.

10. 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.

11. 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.

12. 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

Account No.

201003487038

IFSC Code

INDB0000449

Bank Name

INDUSIND BANK

Branch address

Ground Floor, Shree Sai Krupa, Sat Rasta, Main Road, Narmadapuram, (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.

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 Pradesh), India.

4. **PARALLEL CONTRACTS :**

In case of critical/vital/ safety/ security nature of the item, and/ or large quantity under procurement and/ or urgent delivery requirements and/ or inadequate vendor capacity, Buyer may decide to have more than one source of supply. After deciding the acceptable 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 to the next higher quoting bidder(s) for price matching. On acceptance of the counteroffer, the order will be placed on next higher quoting bidder(s) for the respective percentage. In case of non- acceptance of the counteroffer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case counter 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 their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery 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 Bidder') should have manufactured and supplied **Biocide - DBNP Based** of at least **14,000 Kg** in any one of the last five years ending on 31st March 2024.

Note: 'Startups and Micro and Small Enterprises' are exempted from 'Experience and Past Performance'

ormance Criteria')

(ii) Capability Equipment & Manufacturing Facilities:

- a. The bidder must have an annual capacity to manufacture and supply at least **14,000 Kg of Biocide - DBNP Based**. 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 31.03.2024, should be at least **Rs. 31,38,800/-** 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.
- 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: 'For MSEs and Start-ups (registered for tendered item)' all financial criteria shall be exempted.

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

Note:

- 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 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.*
 - 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 countries.*
 - 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 one 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/GSTR 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) <https://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>

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

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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 withhold the payment of further supplies till production of evidence of filing 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 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.

13. Bidder shall submit duly seal & signed Technical Specifications & Quality Control Requirements.

14. Option Clause:

The Purchaser reserves the right to increase/decrease the ordered quantity by up to 25% at any time, till final delivery date of the contract (or the extended delivery date of the contract), by giving reasonable notice 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).

15. Delivery Schedule:

- (i) The contract shall remain valid for the period of one year from the date of GeM contract.
- (ii) 10 MT to be delivered within 30 days from the date of GeM contract/NAC/PO whichever is earlier.
- (iii) Material shall be taken in staggered manner.
- (iv) For remaining supplies SPM shall intimate the supply quantity and date of delivery/ies minimum 30 days in advance through E-mail/letter.

Note:-

- (i) The allowable periodic variation would be +/- 5%. Under no circumstances, materials will be accepted beyond (+) 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 beyond (-)5% for each delivery.
This is without prejudice to Force Majeure Clause. In any circumstances, the total Purchase Order quantity will not be exceeded.
- (ii) The above delivery schedule may vary as per our requirement.

- (iii) The above mentioned quantity may be divided proportionately in case of parallel contract.

16. WARRANTY CLAUSE:

21.1 The warranty shall remain valid for Twelve months from the date of last supply 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.

17. 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.

18. Quality Control Requirements

- 1) The firm must give an undertaking in their techno-commercial bid that the product offered by them conforms to the technical specifications given NIT.
- 2) MSDS: Copy of Material Safety Data Sheet should be sent by bidder along with the every dispatch documents of supplies. Material Safety Data Sheet should be as per ISO guidelines or in the format prescribed in Factories Act, 1948.
- 3) Material shall be tested in our QC lab & decision of our QC lab shall be final & binding on the contract.
- 4) Certificate of chemical analysis (COA) from the NABL Accredited Lab must accompany with each supply. Along with all the technical specification as given in NIT,
- 5) Sample: Not applicable.
- 6) The material must be free from any kind of contamination like dirt, foreign particle, sand etc.
- 7) The firm must confirm that the shelf-life of the chemical should be minimum one year.
- 8) Packing: - The material should be supplied in suitable packing in HDPE drum/barrel.
- 9) The packing shall bear legibly the following information: a) Name & Grade of the material; b) Name of the manufacturer and his recognized trade-mark, if any; c) weight in Kg. d) Month & Year of packing; e) Batch number f) Shelf life/Best before.

14. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

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 [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.

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---