

Bid Corrigendum

GEM/2025/B/6373334-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. **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. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
3. **Purchase Preference linked with Local Content (PP-LC) Policy:**

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. **Along with Each Invoice:** The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the project. The supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such

undertaking shall become a part of the contract.

4. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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.
5. Buyer Added text based ATC clauses

TECHNICAL SPECIFICATION

Polythene Bag made of 125 micron LDPE film of Grade 220 conforming To IS 2508/1984 and as per our attached Sketch No. 111-F Size: 90 cms (L) x 75cms (W) x 90cms (H) 900 mm (Length) x 750 mm (Width) x 900mm (Height) (Approx. wt. / bag 520gms) (±5%)

Corrigendum-I

Sr. No	Parameter	FOR	READ AS
5	Buyer Added Bid Specific ATC Technical Specification : Additional Specification Parameters - Polyethylene Bags For General Purposes (3500 kilogram)	Polythene Bag made of 125 micron LDPE film of Grade 220 conforming To IS 2508/1984 and as per our attached Sketch No. 111-F Size: 90 cms (L) x 75cms (W) x 90cms (H) 900 mm (Length) x 750 mm (Width) x 900mm (Height) (Approx. wt. / bag 520gms) (±5%)	Polythene Bag made of 125 micron LDPE film of Grade 220 conforming To IS 2508/1984 and as per our attached Sketch No. 111-F Size: 90 cms (L) x 75cms (W) x 90cms (H) 900 mm (Length) x 750 mm (Width) x 900mm (Height) (Approx. wt. / bag 520gms) (±5%) Colour: Transparent

ADDITIONAL TERMS & CONDITIONS (ATC)

1. Required Terms of Delivery: Within 30 days from the date of issue of contract F.O.R. Security Paper Mill Narmadapuram (Duly Unloaded).

2. Destination: Security Paper Mill, Narmadapuram (M.P.)-461005

3. Payment Terms: 100% payment shall be done after Supply and Acceptance (suitability) of goods by the PM, Narmadapuram and on production of all required documents by the supplier.

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

5. 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.

6. 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) as per the links given below:

GIT: <https://spmCIL.com/uploaddocument/GIT3.0.pdf>

GCC: <https://spmCIL.com/uploaddocument/GCC3.0.pdf>

7. 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.

8. Vendor has to submit declaration in specified format (*refer Buyer added Specific ATC*) 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.

9. 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.

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

11. No Deviation Certificate: Bidder should confirm in their quotation, "We are in acceptance of all terms and conditions with technical specification of Bid document without any deviation".

12. Delivery period: Within 30 days from the date of issue of Contract.

13. Warranty Period: 01 (One Year) from the date of receipt and acceptance of the goods by SPM, Narmada Gram.

Bidders are required to submit following Annexures:

ANNEXURE:

Declaration for Section 206AB of TDS under income tax Act, 1961

(to be submitted on Letter Head)

Vendor Code: _____

M/s _____

PAN _____

GSTIN _____

I/We _____ (Legal Name and complete address) _____
 _____, PAN: _____ (PAN no) _____, TAN: _____
 _____ (TAN no.) _____, referring to the provisions of 206AB of the IT Act, 1961, hereby declare the following:-

Financial Year	Aggregate TDS & TCS credit in our name was Rs. 50,000 or more ("Yes/No")	Income Tax Return ("ITR") Filed ("Yes/No")	E-filing Acknowledgment Number (15 digit - numeric) (Attach copy of acknowledgments)	Date of Filing of Return of Income u/s 139(1) (DD/MM/YYYY)	Linked PAN with Aadhaar number or will link it before 30 Jun 2023 (or any further date as may be notified by CBDT) ("Yes / No")
2022-23					
2023-24					

We do hereby declare that to the best of my /our knowledge and belief what is stated above is correct, complete and is truly stated. In case there is a tax liability, interest or penal consequences which are levied on SPM on account of the false representation/ declaration, I/we undertake to fully indemnify SPM for the same.

FOR _____

Authorized Signatory

Date:

Note: In case the vendor failed to comply with the above provisions, TDS shall be deducted at the higher of the following rates, namely: -

- (i) at twice the rate specified in the relevant provision of the Act; or
- (ii) at twice the rate or rates in force; or
- (iii) at the rate of five per cent (5%).

ANNEXURE-

(To be submitted on the Letter Head)

DECLARATION

We do hereby declare that,

1. We have not been blacklisted/debarred by BNPMIPL/BRBNMPL/SPMCIL or any Govt. Departments for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.
2. We do hereby declare that we have read and understood all terms and conditions of tender document including GIT, GCC, Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.
3. We are accepting all the terms and condition as per Buyer Added Bid Specific ATC (Acceptance of Gem Endorsement).
4. We are accepting all the terms and conditions of the tender document without any deviation and withdraw all deviations if any.

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....

ANNEXURE-I

(To be submitted on the Letter Head)

**DECLARATION
(Refer GIT Clause No.3.5)**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that M/s.....
..... (Firm's name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s.....
..... (Firm's name) fulfils all requirements in this regard and is eligible to be considered." (Where applicable, evidence of valid registration by the competent Authority shall be attached)"

I, the undersigned, declare that the item originates in.....
..... (Name of the country).

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....

Checklist of Documents for Technical Bid

S. No.	Documents Required	Submitted ()
1	Weather applied for MSME (MSME certificate)	()
2	Certificate of Local Content as per Public Procurement (Preference to Make in India), Order 2017	()
3	Duly Seal & Signed : Technical Specification	()
4	Buyer added Specific ATC Declarations (Buyer uploaded ATC document : Annexure-I, II & III)	()

6. 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 [attache categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)