

## Bid Corrigendum

GEM/2025/B/6451100-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 buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. File Attachment [Click here to view the file.](#)
3. Buyer Added text based ATC clauses

#### **List of Requirements**

1. **Required Terms of Delivery:** FOR Security Paper Mill, Narmadapuram (duly unloaded)
2. **Destination:** Security Paper Mill, Narmadapuram, Madhya Pradesh – 461 005
3. **Payment Terms:** Payment will be made after completion and suitability of service and producing all required essential documents with invoice by the supplier for each trip.
4. Bidder Should Quote Prices Inclusive of GST And All Cost Components Such As Packing & Forwarding De tails, 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. Warranty (as per clause no. 16 of GCC) --- NA**

7. **Anti-Bribery Management System (ABMS):** By participating in this tender, the suppliers/ Vendors/ Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance.
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:

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

9. **Arbitration, Dispute Resolution and Negotiation:** As per SPMCIL Procurement Manual Version 3.0
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.
11. 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.
12. Vendor has to submit declaration on their letter in specified format (refer Anx I of 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.
13. **Blacklisting and Deviation:** Vendor has submit declaration on their letter head in specified format (refer Anx II of Buyer added Specific ATC) to the effect as mentioned in the declaration.
14. **Land Border Sharing:** Vendor has submit declaration on their letter head in specified format (refer Anx III of Buyer added Specific ATC) to the contained effect as mentioned in the declaration.
15. Bidder shall submit duly sealed & signed copy of Technical Specifications and/or Scope of Work as a token of acceptance of the same.
16. **Parallel Contract:** SPMCIL reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender) in following circumstances:
  - (i) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior stipulation in the NIT/ SIT to split the quantities, then the purchaser reserves its rights to distribute the quantity being finally ordered, among the other bidders by counter offering the L1 rate to L2 or higher tenderers.
  - (ii) When it is decided in advance to have more than one source of supply due to the critical/ strategic/ specific nature of the supplies/ goods parallel contract stipulation would be declared in the NIT/ SIT, clearly stating the manner of deciding relative share of lowest bidder (L1) contractor and the rest of the tenderers should be clearly defined, along with the minimum number of suppliers sought for the contract.Splitting in two in the ratio of 70:30 may be used.

These ratios are approximate and SPMCIL reserves its right to marginally vary quantities to suit capacity of the firm/ unit loads of packing or transportation. In such cases the firms should not quote for less than 25% of the tendered quantity; otherwise, their offer would be considered as unresponsive.

#### **Pre Qualification Criteria**

The bidder firm should meet following eligibility criteria to qualify:

- (a) For MSE/Start-up firm: The bidder must have capability to provide the relevant services.
- (b) For other firm - Experience and past performance: The bidder should have experience of having successfully supplied relevant services of Rs. 8,70,000/- of annual requirement or tender requirement, in any one of the last five years ending on '31.03.2024'

4. Buyer uploaded ATC document [Click here to view the file.](#)
5. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
6. 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.
7. Text Clause(s)

#### **1. Hiring of A.C. vehicle for CISF Escort Team on Annual Rate contract basis for Mumbai.**

SPM Narmadapuram (M.P.) to Mumbai (Maharashtra) and return back (To & Fro)

Distance in Kilometer : upto 1750 kms (Approx.)

Seating Capacity : 6+1, Seater - A.C.

Engine Capacity : 1490 cc and Above

Note : Vehicle should be Latest or newly vehicle launched before four years)

## **2. Hiring of A.C. vehicle for CISF Escort Team on Annual Rate contract basis for Solan.**

SPM Narmadapuram (M.P.) to Solan (H.P.) and return back (To & Fro)

Distance in Kilometer: upto 2600 kms (Approx.)

Seating Capacity : 6+1, Seater - A.C.

Engine Capacity : 1490 cc and Above

Note : Vehicle should be Latest or newly vehicle launched before four years)

## **3. Hiring of A.C. vehicle for CISF Escort Team on Annual Rate contract basis.**

SPM Narmadapuram (M.P.) to Paonta Sahib (H.P.) and return back (To & Fro)

Distance in Kilometer : upto 2500 kms (Approx.)

Seating Capacity : 6+1, Seater - A.C.

Engine Capacity : 1490 cc and Above

Note : Vehicle should be Latest or newly vehicle launched before four years)

## **4. Hiring of vehicle (6+1, Seater) for office tour by VIPs on Annual Rate contract basis.**

Vehicle (6+1, Seater) required for pick-up and drop to VIPs delegates from Bhopal (M.P.) and

Narmadapuram (M.P.) local with 24 Hours stay.

Note : The vehicle is required to Bhopal (M.P.) and Narmadapuram (M.P.) local for official work and shall be stay there for a period of 24 hrs. Along with driver and also vehicle run in any direction up to 250 kilometers.

Distance in Kilometer: upto 250 kms (Approx.)

Seating Capacity : 6+1, Seater- A.C.

Engine Capacity : 1950 cc and Above

Note : Vehicle should be Latest or newly vehicle launched before four years)

## **5. Hiring of A.C. vehicle (4+1, Seater) for official visits by Vigilance officers on Annual Rate contract basis.**

SPM Narmadapuram (M.P.) to Dewas (M.P.) and return back (To & Fro)

Distance in Kilometer: upto 500 kms (Approx.)

Seating Capacity : 4+1, Seater - A.C.

Engine Capacity : 1150 cc and Above

Note : Vehicle should be Latest or newly vehicle launched before four years)

## **6. Hiring of Innova Crysta for official visits by VVIPs delegates on Annual Rate contract basis.**

SPM Narmadapuram (M.P.) to Dewas (M.P.) and return back (To & Fro)

Distance in Kilometer: upto 500 kms (Approx.)

Engine Capacity : 1950 cc and Above

Note : Vehicle should be Latest or newly vehicle launched before three years)

**7. Hiring of Innova Crysta vehicle for office tour by VVIPs on Annual Rate contract basis.**

SPM Narmadapuram (M.P.) to Bhopal airport (M.P.) and return back (To & Fro) with 12 hours stay.

Note : The vehicle is required to Bhopal for official work and shall be stay there for a period of 12 hrs.

Along with driver and also vehicle run in any direction up to 250 kilometers and also vehicle run in any direction up to 250 kilometers.

Distance in Kilometer : upto 250 kms (Approx.)

Engine Capacity : 1950 cc and Above

Note : Vehicle should be Latest or newly vehicle launched before three years)

**8. Hiring of Innova Crysta vehicle for office tour by VVIPs on Annual Rate contract basis.**

Vehicle Innova Crysta required for pick-up and drop to VVIPs delegates from Bhopal (M.P.) and

Narmadapuram (M.P.) local with 24 Hours stay.

Note : The vehicle is required to Bhopal (M.P.) and Narmadapuram (M.P.) local for official work and shall be stay there for a period of 24 hrs. along with drive and also vehicle run in any direction up to 250 kilometers.

Distance in Kilometer: upto 250 kms (Approx.)

Engine Capacity : 1950 cc and Above

Note : Vehicle should be Latest or newly vehicle launched before three years)

**9. Hiring of A.C. vehicle (4+1, Seater) for PDI Inspector, SPMCIL officers and VIPs on Annual Rate contract basis.**

SPM Narmadapuram (M.P.) to Itarsi Railway Station (M.P.) and return back (To & Fro)

Distance in Kilometer: upto 50 kms (Approx.)

Seating Capacity : 4+1, Seater - A.C.

Engine Capacity : 1150 cc and Above

Note : Vehicle should be Latest or newly vehicle launched before four years)

**10. Hiring of Innova Crysta for official visits by VVIPs delegates on Annual Rate contract basis**

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SPM Narmadapuram (M.P.) to Indore / Ujjain / Jabalpur (M.P.) and return back (To & Fro)

Distance in Kilometer: upto 600 kms (Approx.)

Engine Capacity : 1950 cc and Above

Note : Vehicle should be Latest or newly vehicle launched before three years)

**11. SCOPE OF SUPPLY:**

The scope of supply of the Tenderer covered under supplying Vehicles as per requirement on hiring basis at short notice for conveyance of officers. The actual requirement may vary (increase / decrease) as per the need.

**12. SCOPE OF WORK**

The scope of work of the Tenderer covered under supplying Vehicles on hiring basis from Security Paper Mill, Narmadapuram, M.P to , the following destinations (To & Fro) :-

- a. Mumbai (M.H)
- b. Solan (H.P.)
- c. Paonta Sahib (H.P.)
- d. Bhopal (M.P.) Airport and local
- e. Dewas (M.P.)
- f. SPM Narmadapuram (M.P.) and Local
- g. Itarsi Railway Station (M.P.)
- h. Indore / Ujjain / Jabalpur

### **13. TECHNICAL SPECIFICATIONS/ REQUIREMENT:-**

Vehicle provided should not be more than three years old (for Innova Crysta) and should not be more than four years old (for 4+1, seater & 6+1 seater) from the date of purchase and fit for movement on highway.

The vehicle should have capacity to carry (6+1) passengers and Innova Crysta (Engine Capacity : 1950 cc and above.) and The vehicle should have capacity to carry (4+1) passengers (Engine Capacity : 1150 cc and above.) Vehicle should have insurance papers and vehicle should not be older than two years (from the date of purchase) Valid registration of vehicles to be submitted by the tenderer after award of contract.

### **14. OTHER IMPORTANT CONDITIONS:-**

- a) All the charges towards repair/servicing, salary and other benefits of the Driver, Fuel expenses, any other incidental expenses on operations & maintenance of the hired vehicle would be borne by the bidder.
- b) Firm should have registered in RTO as per Motor vehicle Act-1994 in format MPMVR-62 (LAG).
- c) Vehicles should have commercial road permits for respective states, Insurance, all statutory payments for both driver and vehicle's etc.
- d) The vehicle should be registered with the concerned authority of Central / State Govt. for the designated commercial use.
- e) The firm should be registered and should furnish a copy of registration certificate in support thereof.
- f) The vehicle should have necessary permits from the transport Dept./Authority. SPMCIL will not be responsible for any challan, loss, damage and accident to the vehicle or any other vehicle or injury to anybody.
- g) The vehicles should be available at short notice i.e. within 01 days or even less of our notice over phone / E-mail / Fax.
- h) All the vehicles driver and other personnel's accompanying the vehicles have to abide by all security norms right from entering our premises for carrying the security materials till the issue of clearance certificates by respective in-charge/authority of different destination.
- i) The vehicles should have other provision like spare Tyre, tool kit, First Aid Kit, Portable Fire Extinguisher, Heavy Duty Torch, etc. for emergency purpose. And in case of any puncture of Tyre, it should be replaced within half an hour.
- j) In case of any breakdown of the vehicle, the owner has to arrange a substitute vehicle failing which penalty charges will be deducted from the bill at the discretion of the Company. Similarly in the event of non-availability of driver due to sickness or for any reason during journey period, substitute driver to be provided for the supplied vehicles.
- k) All the papers/certificates related to hired vehicles must be in proper condition at all times.
- l) The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office and each driver employed by the firm must have a cell-phone duly activated. The firm should be able to provide vehicles on holidays / Sunday also.
- m) The service provider is directly responsible for injuries/death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accidents or otherwise of vehicle.

le during the contractual period. At any point of time, SPM Hoshangabad will not be responsible for any loss/damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.

n) All Drivers should be competent, experienced, physically fit and having a valid professional (Commercial) driving license issued by a Competent Authority with minimum five years' experience in case of light vehicle or in case having Heavy Commercial Vehicle License, he should have at least 3 years' experience, apart from being sober, gentle, courteous and well behaved person with at least one year working experience in any reputed Organization. Drivers should be covered by comprehensive Insurance policies for safety and security.

o) Their character and antecedents should be verified by the police authorities. If a particular driver's performance/conduct is not acceptable to the Company, he must be replaced immediately. In case of being in intoxicated condition, indiscipline on the part of driver, he should be replaced immediately as this is life risk and detrimental to the safety of the vehicle. Further, they have to abide by all directions / advices given by our representative/ officers/CISF from time to time.

p) The service provider shall ensure that vehicle deployed under this contract is covered by a comprehensive insurance policy. Under no circumstances shall SPM Hoshangabad to compensate for any loss or damage that may be caused to the vehicle by accident or complications arising out of such contingencies like fire, theft, riots, strike and terrorism damage whether inside or outside SPM Hoshangabad premises while engaged.

q) In case of any dispute of any kind and in any respect whatsoever, the decision of SPMCIL shall be final and binding. The contractor shall not engage any sub-contractor or transfer the contract to any other person.

r) All security norms are to be followed by the driver and any other personnel accompanying with the vehicle. Besides, it is prerogative of Company to decide how many security personnel will be posted in a normal condition.

s) It will be the responsibility of the transporter to ensure that the routes fixed for the running of transporter while running do not violate any road or traffic laws or any other laws.

t) The transporter shall take out and keep alive valid insurance covers as per provision of the Motor Vehicles Act, 1939. The transporter shall also take out and keep alive for the vehicles riot risk insurance.

u) The contract between SPMCIL and the Contractor can be cancelled with a notice period of one month from SPMCIL side but with a notice period of two months from the Contractor side.

v) All the obligations under this contract will rest with the contractor i.e. service provider and not on SPM, Hoshangabad.

w) Log book shall be maintained by & with the driver of vehicle & the log book may be got signed by the user and proper entry with respect to place visited, time, kilometer's etc. be made indicating name and designation of the officer who have utilized the vehicle.

x) Firm should have valid service tax registration / proof of exemption.

y) Bidder firm shall mention the make of the vehicles to be provided.

z) Submit the copy of PAN and GST Registration Certificate of bidder firm.

**15) Submit the copy of:**

A) Vehicle Registration book issued by R.T.O.

B) Documents of up to date Road Tax.

C) Comprehensive Insurance.

D) Fitness Certificate.

E) P.U.C. Certificate.

F) Any other related documents obtained from competent authority.

Note: All the above documents mention in point no. (aa) are to be submitted after issue of NAC/Service Or

der.

## 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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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](#)