

## Bid Corrigendum

GEM/2025/B/6851933-C1

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. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
3. 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 The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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.
4. 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, 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.
5. Text Clause(s)

### List of Requirements

1. **Location of Service to be provided:** Security Paper Mill, Narmadapuram Madhya Pradesh – 461 005

2. **Payment Terms**

- i. Payment shall be made on monthly basis on providing satisfactory services certified by the IT Department SPMN. Service provider is required to pay salaries/wages of contracted staff deployed at buyer location first i.e. their own and then claim payment from buyer along with all statutory document like PF, ESIC etc as well as bank statement of payment done to staff.

- ii. Payment shall be done through RTGS/NEFT facility. Bidder should provide bank account details including Account no, IFS Code, Bank name, Branch Code, Location of bank etc. and GSTIN No., HSN Code of materials, SAC code of services, billing address, Shipping address, Place of supply, GST% and amount in your bill for the same without which payment will not be release.
- iii. Your bills should be triplicate.
- iv. The supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.
- v. The Buyer shall make the payment to service provider within 45 days from the date of receipt of invoices, attendance sheet, logbook, service feedback, documentary proofs for wages/PF/ESI/EDLI , etc. payments.
- vi. However if any objection is made in writing by the Buyer regarding acceptance of services or regarding invoices within 15 days from the date of receipt of invoices or rendering of services then the Buyer shall make the payment to service provider within 30 days from the date on which such objection is removed by the Service Provider.

**3. 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.

#### **4. Warranty (as per clause no. 16 of GCC) - NA**

**5. 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.

- 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.
- 7. 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>

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

**8. Arbitration, Dispute Resolution and Negotiation:** As per SPMCIL Procurement Manual Version 3.0,2024.

**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 filling of Returns.

**10. 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.

11. 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.
12. **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.
13. **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.
14. Bidder shall submit duly sealed & signed copy of Technical Specifications and/or Scope of Work as a token of acceptance of the same.
15. Firm has to submit the addition performance security after amendment of contract under minimum wages.

#### 16. Scope of Work

- **Annexure-I**

##### **16. (A.) Requirement Description**

Security Paper Mill, Narmadapuram (SPMN), through this tender, aims to hire IT manpower service for one year for maintenance of IT Infrastructure. IT manpower will be responsible for repair and maintenance of below mentioned items/equipment, activities etc.

(but not limited to)

1. Servers
2. Network (LAN)/Bandwidth
3. Network Devices (like Routers, Switches, Media Converter, IPS, RPS, Firewall etc.)
4. Desktops
5. Printers
6. UPS
7. Helpdesk Tool
8. Face based Attendance Management System
9. Any other IT related assignment/work

##### **16. (B.) Deployment of Service Engineers:**

The SPMN is security sensitive organization; the bidder will be responsible for following all Security rules, Labor laws and safety procedures in respect of manpower deployed by them in SPMN premises for the repair and maintenance of IT Infrastructure.

<b>SI.No</b>	<b>Profile</b>	<b>Category of Man power</b>	<b>No. of Person</b>	<b>Time Period</b>
1	Network	Highly	1	3 Years
2	System	Highly	1	
3	Senior Desktop Engineer	Highly	1	
4	Desktop & Printer Engineer	Highly	4	

<b>Profile</b>	<b>Minimum Qualification &amp; Experience</b>
Network Administrator/Engineer	<p>B-Tech/B.E /MCA/M.Sc. (IT/ECE/CSE/Computer Science) and minimum 3 year domain Experience as System admin and Network Administrator with experience in Windows server, CISCO Router, CISCO Switch, Firewall, cyber security etc.</p> <p>OR</p> <p>BSc(PCM/ IT/ECE/CSE/Computer Science)/BCA with 3 years minimum 3 year domain Experience</p> <p>OR</p> <p>Diploma in Computer/ IT/ Electronics &amp; Communication with minimum 4 years of domain experience. Desirable: CCNA/CCNP certification</p>
System Administrator/ Engineer	<p>B-Tech/B.E /MCA/M.Sc. (IT/ECE/CSE/Computer Science) and minimum 3 year domain Experience.</p> <p>OR</p> <p>BSc(PCM/ IT/ECE/CSE/Computer Science)/BCA with 3 years minimum 3 year domain Experience</p> <p>OR</p> <p>Diploma in Computer/IT/Electronics &amp; Communication with minimum 4 years of domain experience. Desirable: CSAP/ CBAP/ MCSE/ Project Management certification</p>
Senior Desktop Engineer	<p>B-Tech/B.E/MCA/M.Sc. (IT/ECE/CSE/Computer Science) and minimum 3 year domain Experience.</p> <p>OR</p> <p>BSc(PCM/ IT/ECE/CSE/Computer Science)/BCA with 3 years minimum 3 year domain Experience</p> <p>OR</p> <p>Diploma in Computer/IT/Electronics &amp; Communication with minimum 4 years of domain experience.</p> <p>OR</p> <p>PGDCA with minimum 3 years of domain work experience</p>

<p>Desktop &amp; Printer Engineer</p> <p>OR</p> <p>BSc(PCM/ IT/ECE/CSE/Computer Science)/BCA/PGDCA with 2 years minimum 1 year domain Experience</p> <p>OR</p> <p>Diploma in Computer/IT/Electronics &amp; Communication with minimum 2 years of domain experience.</p> <p>OR</p> <p>ITI (IT/Electronics/Computer) with 3 years domain experience.</p>
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### **16. (C). Terms and Conditions**

- a. The aim of hiring manpower services is to get the specified services smoothly from the existing hardware and software for day to day work.
- b. Firm shall depute a well-qualified full time manpower at our site for all working days and if required on holidays also. The firm is also required to submit the valid Supporting Documents for experience, qualifications etc. at the time of joining of the engineer at site. IT Department, SPMN may conduct interview (if required) in order to check the technical skills required for the job.
- c. Engineers may be replaced either on the request of IT Department, SPMN or due to unavoidable reasons like resignation, long leave, etc. in the middle of the contract period and in that case suitable replacement acceptable to IT Department SPMN must be provided by the firm immediately.
- d. In case any engineer or the attendant wants to avail leave of short duration, he must inform in advance to IT Department SPMN and the firm.
- e. The Deployed manpower of the Firm should provide the following type of services:
  - Preventive maintenance for Hardware installed
  - Software services for system operations
  - Assistance in Hardware & Software Upgradation
  - Coordination with central team for various IT related issues
  - Any other task assigned to them
- f. Monthly preventive maintenance shall also be carried out in addition to attending the specific complaints. A report to this effect would be submitted to IT Department SPMN on monthly basis by the deputed engineers.
- g. Payment shall be made monthly basis on providing satisfactory services certified by the IT Department SPMN and submission of all statutory documents like PF, ESIC statements for the deputed engineers. The proportionate amount will be deducted for the absent of the engineer.
- h. The timing will be as per SPM, Narmadapuram working hours. Attendance record will be maintained both electronically and manually by the engineers. Service suitability report for the payment will be released based on the proper records.
- i. During the office hours these deputed engineers will not be allowed to attend any outside calls and will report to IT Department, which will guide and control his/her/their working.
- j. Agency should provide Police Verification Report of the manpower before deployment of the same.
- k..The manpower supply by the firm must comply organizations' IT policy.
- l..The manpower supplier firm shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the Minimum Wages fixed by Central government and a record of the same must be maintained, which may be made available for examination as and when demanded.
- m.The names of the Support engineer to be supplied by the agency shall be made known to the authorities with their identity card / employment number, before commencing supply. The frequent changes in the manpower will not be allowed
- n. SPMN shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any engineer or any other person in the employment of the Contr

actor. In case of emergency if technician admitted to nearby hospital, the expenses will be bear by supplying firm.

o. The bidder should provide ID-Card to all its employ deputed at SPM, Narmadapuram.

p. The bidder shall provide safety shoes and safety helmet to the manpower deployed at SPM Narmadapuram.

## **17. Additional Terms and Conditions:**

a. The firm shall be ISO/IEC 20000-1:2018 certified. ISO/IEC 20000-1:2018 is standard specifically for IT Service Management System. The firm has to submit valid documentary proof for the same.

b. The firm must submit documentary evidence of having an office located in Madhya Pradesh and should have experience of providing similar services in any one year during last five years from the office located in Madhya Pradesh.

c. The firm must have experience in providing IT services for maintenance of IT Infrastructure (desktop computer, printer, network switches, servers, etc.) and network support and must provide experience certificate for the same.

d. On selection the firm shall have to submit all documentary evidence of the manpower regarding Name, Age, Address, Qualification, Contact details, along with passport size photographs etc. to be deployed for approval of the management. A copy of an appointment letter and other terms and conditions issued to the deployed manpower with clearly mentioning the date of salary to be paid should be submitted to this office.

## **18. SAFETY PRECAUTIONS**

- a) The Service Provider shall observe all applicable regulations regarding safety on the Buyer's premises.
- b) The Service Provider shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Buyer or to others, working at the Buyer's premises.
- c) The Service Provider shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Buyer or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by Buyer to handle such fuses, wiring or electrical equipment.
- d) No electric cable in use by the Buyer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- e) It is mandatory for the Service Provider to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

## **19. SAFETY RULES**

- i. Each employee shall be provided with initial indoctrination regarding safety by the Service Provider, so as to enable him to conduct his work in a safe manner.
- ii. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- iii. Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- iv. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas.
- v. Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- vi. The employees when working around moving machinery, must not be permitted to wear loose garments.
- vii. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- viii. The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
- ix. Proper Uniform must be provided to employees is compulsory
- x. The Officer-in-Charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Service Provider shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly.

## **20. Pre Qualification Criteria**

- a. **Experience & Past Performance:** The bidder should have experience of having successfully supplied the manpower services of **1022 man-days**, in any one of the last five years ending on '**31.03.2025**'
- b. **Capability:** The bidder must have capability to provide the relevant services.
- c. **Financial Standing:** The average annual financial turnover of the bidder during the last three years, ending on '**31.03.2025**', **should be at least Rs. 31.48 Lakhs** 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.
  - i) The net worth of the Bidder should not be negative on '**31.03.2025**' and also
  - ii) should not have eroded by more than 30% in the last three years, ending on '**31.03.2025**'.

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

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

(21) The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.

(22) The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.

(23) The Service Provider must ensure timely payment of monthly salaries and all statutory entitlements to deployed manpower in compliance with the applicable laws and then submit the monthly bill along with documentary proofs (Invoice, Attendance Sheet, Salaries Payment Proof, etc.) for release of the payment from the Buyer.

(24) The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.

(25) The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.

(26) The Service Provider must be EPF/ESIC registered firm and has to submit documentary proof of registration. Firm has also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.

(27) The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.

(28) In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the amount billed by the Service Provider, if no replacement of manpower is provided.

(29) The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning & justification.

(30) The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.

(31) All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.

**(32) Statutory and contractual obligations to be complied with by the contractor:** The service provider mostly works within the premises of the Procuring Entity, along with a staff of the Procuring Entity. Many services are subject to various statutory provisions relating to labour, taxation, Workmen's Safety, Women Labour, Private Security Agencies, Environmental Protection, Mining, For

est clearance, Employment reservations, etc. The bidder must have a Service Tax Number, ESI, EPF Registration Certificate and Registration Declaration of ownership under the Indian Registration Act 1908 and Labour License and PAN (Income Tax). Moreover, the Procuring Entity itself may have its own regulations about safety, security, confidentiality, etc. All such statutory and contractual obligations must be listed so that price implications and compliance are taken care of by the bidder.

(33) SPMCIL reserves the right to terminate the contract, in whole or in part for its (SPMCIL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of SPMCIL. The notice shall also indicate inter-alia, the extent to which the supplier's performance General Conditions of Contract (GCC) 414 SPMCIL under the contract is terminated and the date with effect from which such termination will become effective.

(34) Firm has to complies WORKMEN'S COMPENSATION ACT and submit the Undertaking with seal and signed for Compliance for the same.

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. Buyer uploaded ATC document [Click here to view the file.](#)
8. Buyer Added text based ATC clauses

#### **Corrigendum for Condition no. 17 point no. (b) of Additional Terms and Conditions -**

**Please read below updated [conditions:-](#)**

**The firm must submit documentary evidence of having an office located in Madhya Pradesh and should have experience from any established office of the bidder in any one year during last five years.**

## **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](#)