

Bid Corrigendum

GEM/2026/B/7876439-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. 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.
3. 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.
4. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C
Security Paper Mill
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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
5. 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.
6. 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.

7. 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.
8. 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
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.
9. 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.
10. 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% payment 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. Splitting/ 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 L2 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 should have manufactured and supplied **Caustic Soda Lye** of at least **49.6 MT.** in any one of the last five years ending on 31st March 2025.

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

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

- a. The Bidder must have an annual capacity to manufacture and supply at least **49.6 MT.** of **Caustic Soda Lye**.
- b. The bidder has to submit the following details along with the bid:
 - i) Name of the machine utilized to supply the quoted product.
 - ii) The number of machines being utilized for the production and the capacity of each machine
 - iii) Total Annual capacity of Manufacturer.
 - iv) Supply orders in hand and proportionate capacity to supply quoted amount.

(iii) **Financial Standing:**

- a) The average annual financial turnover of the bidder during the last three years, ending on 31.03.2025, should be at least **Rs.25,05,097.60** 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 31.03.2025 and also
 - ii) should not have eroded by more than 30% in the last three years, ending on 31.03.2025.

Note for Pre-Qualification/Eligibility Criteria:

- (i) To ascertain the financial standing criteria net worth of initial and last financial year would be compared.
- (ii) For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempted. However, its capacity and capability may be verified (if necessary) by the respective unit as per the standard format.
- (iii) All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the Bidder firm.
- (iv) The credentials regarding experience and past performance to the extent required as per the above eligibility criteria as would be submitted by the Bidder should be verified from the parties for whom work has been done.
- (v) All financial standing data should be certified by certified accountants' e.g. Chartered Accountants (CA) in India and Certified Public Accountant/ Chartered Accountant of other countries.
- (vi) The bidder firm should be registered under "Registered Common Carriers". Documentary evidence should be submitted along with the tender document.
- (vii) "Start-ups and Micro and Small Enterprises" are exempted from "Experience and Past Performance Criteria".
- (viii) Start-Up Enterprises: Requirements of prior experience and turnover would be relaxed for Start-up enterprises as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), subject to their meeting the quality and technical specifications. Such Start-ups may be either MSE or otherwise.
- (ix) Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria. Non-submission or complete submission of documents may lead to rejection of offer.
- (x) **For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal or 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.
- (xi) The bidder shall submit signed copy of Purchase order/ Work order/ Agreement/ Contract.
- (xii) 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.
- (xiii) Performance of the bidder in executing the previous/current contract/orders of tendered item issued by SPM shall be taken into account during technical evaluation. The bids of the tenderers who were not able to comply PO original delivery schedule and unsuccessful in completing the previous/current orders of SPM

M without any valid reason are liable to be ignored/rejected.
(xiv) The firm should not quote for less than **25% (i.e. 31 MT.)** of the bid quantity, otherwise, offer of the firm would be considered as unresponsive.

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 delivered 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:

GIT: <https://www.spmcil.com/wp-content/uploads/2024/06/GIT-3.0-1.pdf>

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

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. **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. 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.

12. Bidder shall submit duly seal & signed copy of **Technical Specifications & Quality Control Requirements.**

13. **Delivery Schedule:** The contract shall remain valid up to 12 months (365 days) from the issue to GeM Contract and material shall be taken as staggered manner as per below.

- (1) 12 MT quantity shall be supplied in every 30 to 45 days and SPM shall intimate 15 days advance to the firm for supply quantity by 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 be vary as per our requirement.

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

14. WARRANTY CLAUSE:

14.1 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.

14.2 In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.

14.3 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.

14.4 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 three months from the date such rectified / replaced goods starts functioning to the satisfaction of SPM.

14.5 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.

15. 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 / foreclose/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/contract.

16. 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).

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17. Resolution of Disputes:

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

Note:- Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Narmadapuram only.

18. Contacting SPMCIL:

(i) From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact SPMCIL for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

(ii) It will be treated as a serious misdemeanour in case a tenderer attempts to influence SPMCIL's decision on scrutiny, comparison, evaluation, and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by SPMCIL, in terms of clause 44 of GIT.

19. 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.

Corrigendum I
C

S r.	Tender Document reference	Existing Entry	Now Read As
1	ATC Condition No. 5. Qualification/Eligibility Criteria Note for Pre-Qualification/Eligibility Criteria:	(vi) The bidder firms should be registered under "Registered Common Carriers". Documentary evidence should be submitted along with the tender document	Deleted
2	ATC Condition No. 5. Qualification/Eligibility Criteria: (i) Experience & Past Performance	The bidder should have manufactured and supplied Caustic Soda Lye of at least 49.6 MT. in any one of the last five years ending on 31st March 2025.	The bidder should have manufactured and supplied Caustic Soda Lye of at least 49.6 MT. in any one of the last five years ending on 31st March 2026.

3	ATC Condition No. 5. Qualification/Eligibility Criteria: (iii) 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.25,05,097.60 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 31.03.2025 and also ii) should not have eroded by more than 30% in the last three years, ending on 31.03.2025.	The average annual financial turnover of the bidder during the last three years, ending on 31.03.2026, should be at least Rs.25,05,097.60 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 31.03.2026 and also ii) should not have eroded by more than 30% in the last three years, ending on 31.03.2026.
4	GEM Bid End Date and Time	30.09.2026, 16:00:00	14.10.2026, 16:00:00
5	GEM Bid Opening Date and Time	30.09.2026, 16:30:00	15.10.2026, 16:00:00

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

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated

as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Sing Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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](#)