

### Bid Corrigendum

GEM/2022/B/2017909-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. 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.
2. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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
3. 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.
4. 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 %.
5. Buyer Added text based ATC clauses
  1. Firm Shall Submit the Sealed Singed Copy of all Technical details and ATC document.
  2. **FOR:** At SPM Narmadapuram duly unloaded.
  3. **Labour Deployment:-** 19 Mali + 2 Supervisors for annual maintenance of horticulture activity as per CPWD Horticulture DSR.
  4. **Payment Condition:-**
    1. The payment will be made by SPM through RTGS / NEFT to the contractor after submission of their monthly bill duly certified by on OFFICER/duly authorised in this behalf from H.R Department. Any variation will be adjusted from the next bill. Any deviation as reported by the supervisor will be taken care separately during the next month.
    2. The payment(s) shall be made to the contractor are subject to deduction of tax(s), Cess levy by any Government as per rules from time to time and will be made after the completion of every month on completion of the assigned work and after certification by user department. The bill must be submitted in triplicate. Further, the agency shall furnish a copy deposition of monthly EPF challans/ returns etc. with next bill, failing which amount as deemed fit by Security Paper Mill, Narmadapuram shall with hold in the next subsequent bill. The required strength of manpower for various works shall be as per actual manpower

deployment and any increase/decrease there in the actual manpower deployed shall increase/reduce the payment to be made proportionately as per rates given in the agreement.

5. Firm should ensure the Payment of Minimum wages for labours which shall not be less than the minimum wages notified time to time by Office of the Dy. Chief Labour Commissioner (Central), Jabalpur.

#### **6. Safety and wages condition**

### **1. FIRM SHOULD STRICTLY FOLLOW THE CONDITONS AND ACTS MENTIONED BELOW :-**

#### **I) Safety Conditions :-**

(1) The work has to be carried out under proper supervision and all safety rules and regulations should be followed and also as per direction of our officials.

(2) You have to follow all safety norms and labour law act, police verification of your employees, insurance, without which your employees can not be permitted for work in our premises.

(3) It will be sole responsibility of the contractor to insure yours workmen against risks of accident and injury while at work as required by the relevant rules and to pay compensation, if any to them as per workmen's compensation act. The work will be carried out in a protected area and all the rules and regulations of S.P.M. in that area that are in force from time to time will have to be followed by the contractor.

(4) The contractor shall assign to his workmen task commensurate with their experience and state health condition.

#### **II) Other Important Conditions:**

#### **(A) The Contractor shall be abide by the following Acts :**

1. The Contract Labour (R&A) Act#1970
2. The Provident Fund & Misc. Provisions Act#1952
3. The Minimum Wages Act,1948
4. The Payment of Wages Act#1936
5. The Employee State Insurance Act,1948.
6. Any other (if any).

#### **(B) Along with bill following documents must be submitted by the contractor.**

1. Attendance Sheet certified by User Deptt.
2. Wages Sheet with Bank Transfer details to concerned Contract Labours.
3. PF Challan along with ECR
4. ESIC Challan along with details
5. Copy of Labour License under The Contract Labour (R&A) Act#1970 if required.

6. **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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
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, 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 pledger. 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.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

\*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.