



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3870297
Dated/दिनांक : 29-08-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-09-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-09-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Economic Affairs
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmci)
Office Name/कार्यालय का नाम	Janpath
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Healthcare; Pharmacist
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	16000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Chief General Manager
India Government Mint, Kolkata, West Bengal, Pin-700053
(Chief General Manager)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of

quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work & Job description:[1693205785.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1692872522.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Healthcare; Pharmacist (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Highly-Skilled
Type of Function	Healthcare
List of Profiles	Pharmacist
Educational Qualification	Diploma
Specialization	Medicine , Nursing
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Sandesh Kumar Yadav	700053,India Govt Mint, Alipore Kolkata , West Bengal	2	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 973 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.8846 • EPF Admin Charge (INR per day) : 2.8846 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 69.2307 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

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. Service & Support

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.

3. Certificates

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. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

India Government Mint, Kolkata (A unit of SPMCIL)
payable at
Kolkata

.
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.

5. **Forms of EMD and PBG**

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

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

India Government Mint, Kolkata (A unit of SPMCIL)
payable at
Kolkata

.
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.

7. **Forms of EMD and PBG**

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

India Government Mint, Kolkata (A unit of SPMCIL)
payable at
Kolkata

. 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. **Forms of EMD and PBG**

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

India Government Mint, Kolkata (A unit of SPMCIL)
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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

A. Hiring of 02 nos. of Pharmacist on contract basis for 12 months at Medical Department of India Government Mint, Kolkata.

Specification:

Category of service: Pharmacist

No. of working days in a week: 6

No of working days in a month: 26

Qualification: Diploma

Skill category: Highly Skilled

Type of function: Healthcare

Educational qualification: Diploma

Post-graduation: Not required

Specialization:

Experience: 0 to 3 years

Scope of work:

- 1) Dispensing or serving prescriptions in accordance with the prescription of attending Medical Officer
- 2) Preservation, storage and accounting of medicines/pharmaceuticals and equipment's.
- 3) Maintaining prescription register and First-aid register.
- 4) Giving First-aid to the patients and sent for medical help in absence of M.O. In emergency patient may be accompanied to the hospital.
- 5) Nursing of patient like dressing, administering injection, nebulization etc.
- 6) Sterilization of medical items and equipment's
- 7) Some medical related clerical jobs as per direction of M.O/Pharmacist (NFG)
- 8) Maintaining biomedical waste disposal.
- 9) The Official Timings to be maintained is 09:00 A.M. to 06:00 P.M. Any deviation will lead to deduction as per India Government Mint, Kolkata decision.
- 10) The Selected Vendor needs to supply Uniform at their own cost to their employees selected to work in India Government Mint, Kolkata.

B. SPECIAL TERMS AND CONDITIONS:

1. The Agency shall be responsible to provide immediate replacement for any deployed personnel, who is not available on duty at the place of posting for any emergency and pressing reasons.

2. The Competent Authority of this Mint shall have the right to replace any staff of the agency by any other suitable person in case the staffs are not discharging its services properly. The decision of the Competent Authority of This Mint shall be final and the Agency shall comply with the same at the earliest.

3. That the Agency staff deployed personnel shall carry out Pharmaceutical works and such other legitimate duties as are entrusted to them from time to time by the concerned official.

4. That the Agency shall not engage any sub-contractor or transfer the contract to any other person.

5. The names of the personnel appointed/employed by the agency shall be made known to the Authorities with their Identity card/employment number, before commencing deployment. The frequent changes in th

e manpower deployed will not be allowed, the changes will be allowed only with the prior specific approval of Competent Authority of India Govt. Mint, Kolkata.

6. The clearance of the local police with regards the antecedents of the persons deployed by it will be obtained by the agency before deployment of the personnel and submit to the office. Only then the personnel will be allowed to report for the duty.

7. The Agency shall claim their commission in the form of Service Charges only for providing services at a rate quoted by it in the tender document.

8. In case the contractor/agency leaves the job before completion of the period of contract, India Govt. Mint, Kolkata shall be entitled to forfeit the security money deposited by the contractor/agency for the execution of this contract. The same shall be over and above the liquidated damages suffered on such account by India Govt. Mint, Kolkata, if any which shall be recovered as lawful dues.

9. It shall be the responsibility of the Contractor/agency to comply with all labour laws/regulations applicable with respect of its staff working under the arrangement. The Contractor /agency shall further undertake to indemnify India Govt. Mint, Kolkata of any liability incurred by it on account of non-adherence to labour laws/regulations by it.

10. The agency has to pay the minimum wages to their employee as per notification issued by the office of CLC, New Delhi and other amount as per applicable statutes.

11. In case of any subsequent changes in minimum wage by central government issued by Office of CLC(C), New Delhi or subsequent revision of EPF, ESI etc it will be accordingly amended/paid on claim by the vendor. However, no change in admin/service charge will be permissible.

***Note :**

This order is subject to any subsequent Amendment in any applicable laws / statutes and the same will be amended accordingly, if required.

12. The remuneration of the deployed staff must be credited to their bank account by the successful agency/bidder latest by 7th of next month. Otherwise suitable action will be initiated as per extant applicable rules / laws.

13. The successful bidder shall be responsible for compliance of all statutory provisions relating to minimum wages, provident fund, ESIC, Bonus etc. in respect of the persons deployed by it in India Govt. Mint, Kolkata for the service delivery.

14. The successful bidder shall be responsible for regular & up to date updating of EPF & ESIC contribution of the deployed personnel.

15. The Successful bidder will provide suitable uniform to pharmacists and provide badge with Pharmacist Outsource written on it.

16. Successful bidder shall be required to submit following documents along with the monthly invoices/bill

S-

- a) Original Tax invoice duly stamp & signed and signed copy of Purchase order.
- b) Proper attendance sheet duly stamp & signed.
- c) Proper wages sheet duly stamp & signed.
- d) Proper EPF & ESIC statement duly stamp & signed.
- e) EPF payment confirmation receipt duly stamp & signed.
- f) ESIC transaction details duly stamp & signed.
- g) Payment sheet with bank online sheet.

17. The agency deploying the outsource staff will have valid labour license.

18 . As per D.O. No.MSDE-39/12/2022-AP dated 12.09.2022 from Govt. of India Ministry of Skill Development and Entrepreneurship, the firm / service provider would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project , at the cost of the service provider/ vender.

19. This Mint shall not consider any request for exemption or waiver or relaxation of any above stated terms & conditions unless otherwise prescribed by any applicable statutes/laws & approved by Competent Authority of this Mint.

20. Qualification - Essential Qualification for entry level 10+2 plus 2 years Diploma in Pharmacy & registration with State Pharmacy Council as per O.M. no. F No.1/1/2008-IC, dated 18th November 2009.

21. Maximum age limit - 27 years as on 31st December 2023 as per R.R.2001, min of fin, DOE dated 7/6/01 G.S.R 316, Schedule post no. 20 (Pharmacist).

Note:

If any of the terms & conditions mentioned above is not found fulfilled during the work contract, the India Government Mint, Kolkata reserves the right to discontinue the contract without assigning any reasons thereof. In case of violation of any of the terms & conditions and/or of any other applicable statutory provisions , India Government Mint Kolkata reserves the right to discontinue the contract and/or recovery of any valid & genuine loss/damage/compensation/liability caused to this Mint without assigning any reasons.

C.

1. Eligible Services (Origin of Services):

(i) All services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations. (ii) The word "origin" incorporated in this clause means the place from where the goods are mines, cultivated, grown, manufactured, produced or processed or from where the service are arranged.

2. Special Condition:

Supplier should file the returns pertaining to TCS (Section 206C (1H) for TCS collected, in the time and provide the TCS certificate to India Govt. Mint, Kolkata. In case of any Credit loss to India Govt. Mint, Kolkata by way of their failure to files Returns and provide TCS certificate in time, India Government Mint, Kolkata r

reserves the right to recover the amount equivalent to TCS paid along with applicable interest from the payment of further supplies.

3. GST Return:

Supplier should file the GST return for outward supplies in time. In case of any loss to India Government Mint, Kolkata by way of their failure to file GST Returns in time India Government Mint, Kolkata reserves the right to withhold the payment of further supplies till production of evidence. Any liability which will occur on account of non-compliance of e-way bill, GST provision or any other applicable law will be borne by supplier.

4. Delivery Period :

The service is to be provided for Twelve (12) Months.

5. Payment Terms:

Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own on monthly basis and then claim payment from Buyer along-with all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

6. Quantum of LD:

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, India Govt. Mint, Kolkata shall, without prejudice to other rights and remedies available to India Govt. Mint, Kolkata under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% 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' contract price(s).

7. Resolution of Disputes:

If dispute or difference of any kind shall arise between India Government Mint, Kolkata and the supplier in connection with or relating the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve the same amicably the 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 India Government Mint, Kolkata or the supplier may seek recourse to settlement of disputes through arbitration act 33.2. Disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata only.

8. Risk Purchase Clause :

(a) If the supplier after submission of tender and due acceptance of the same, i.e. after notification of award of contract fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:

(i) Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier.

(b) Supplier has to abide by all the terms and conditions of tender.

(c) In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the supplier.

9 . The total cost inclusive of all elements as cited above on FOR India Govt. Mint, Kolkata (W.B) basis should be indicated clearly both in words and figures in the price bid.

10. Quality Control Requirements:

Quality of all service: Free from all technical defects, in compliance with our Technical Specification

i) Goods/service supplied not in conformity with tender specification will be treated as goods/service not supplied at all and supplier shall take supplied material not confirming to order specification back within 15 days. Goods/service shall be delivered by the supplier in accordance with the terms and conditions specified in the contract failing which expenses of keeping goods at purchaser's premises may be levied on supplier.

ii) Delivery date will be calculated from the date goods/services are received in acceptable quality in accordance with technical specification.

11. Participating Bidder must submit sealed and signed copy of entire GeM bid document including the Scope of Work.

12. Documentary evidence to be submitted towards PAN & GST Registration Certificate.

13. Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

14. MSME & Make in India Status:

In case any bidder is submitting their bid as MSME and/or MII, the firm must be registered as a MSME & MII in GeM portal and Self-declaration along with documentary evidence in this regard must be submitted declaring that their MSME & MII status is updated in GeM portal also. In further evaluation stage if it is found that the firm is not registered as MSME and/or MII in GeM, but MSME certificate and/or MII declaration is submitted along with the bid, no exemption will be given and their offer may be rejected.

15. Participating Bidder must submit sealed and signed copy of entire GeM bid document including the Scope of Work. Also the participating bidder must submit sealed, signed & duly filled copy of **Annexure I** attached at the end of this bid document.

16. All the supporting documents submitted along with this bid should be signed and sealed by the authorized signatory of the firm mandatorily.

17. Disclaimer :

The issue of this Bid Document does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

18. Price Preference for MSE:

MSE quoting price within price band L1 + 15% may be awarded 25% of the total tendered value provided they agree to match the L1 price. In case of more than one such eligible MSE, 25% quantity is to be distributed proportionately among these bidders. Within this, a purchase preference of 4% is reserved for MSEs owned by SC/ ST entrepreneurs' and 3% is reserved for procurement from MSEs owned by women (if they participate in the tender process and match the L1 price, considering spirit of policy for enhancing the Govt. procurement from MSE).

19. Terms and Conditions:

Guidelines of SPMCIL Procurement Manual Version 2.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 2.0 for additional terms and conditions as per the links given below:

General Instruction to Tenderer (GIT): <https://spmcil.com/uploaddocument/GIT/new.pdf>

General Conditions of Contract (GCC): <https://spmcil.com/uploaddocument/GCC/new.pdf>

20. The supplier has to provide GeM invoice during submission of bill for payment.

21. Price to be mentioned only in price bid not in Techno commercial bid or any other place. If it is mentioned any other part other than price bid, the offer will be rejected.

22. Qualification/Eligibility Criteria

A. EXPERIENCE & PAST PERFORMANCE : The bidder should have experience of having successfully supplied the manpower services of 250 Man days , in any one of the last five years ending on 31.03.2022.

Note:-

In support of experience & past performance copy of purchase/supply/ work order; respective completion certificate and contact details of clients to be enclosed along with the tender.

B. CAPABILITY - The bidder must have capability to provide the relevant services.

Note:-

i) Supporting documents in respect of capability to be submitted.

ii) Team of India Government Mint, Kolkata may carry out physical verification at bidder's premises for confirmation regarding capability of the bidder.

C. FINANCIAL STANDING:

i) The average annual financial turnover of the bidder during the last three years, ending on 31.03.2022, should be at least Rs.3,18,736/- 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.

ii) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31.03.2022.

iii) a) The net worth of the Bidder should not be negative on 31.03.2022 and also

b) Should not have eroded by more than 30% in the last three years, ending on 31.03.2022.

Note:-

i) Supporting documents to be furnished as claim against the above financial standing: all financial standing data should be certified by certified accountants.

ii) For net worth erosion calculation of last three years ending on 31.03.2022, audited Balance Sheet of last four financial years i.e: 2018-19, 2019-20, 2020-21 & 2021-22 must be submitted.

iii) All the copies of the supporting documents, shall be duly sealed and signed by the authorized signatory of the firm. The bid document shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

***FOR ANY OTHER QUERIES, FIRMS MAY CONTACT IN THE BELOW DETAILS:**

Ph. No. 033 - 2401 4132,33,34,35, (Extension 336/ 319/ 326);

Email: purchase.igmk@spmcil.com

10. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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 Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा

जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---