



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5095028
Dated/दिनांक : 10-08-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-09-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-09-2024 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	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard
Contract Period/अनुबंध अवधि	10 Month(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

Bid Details/बिड विवरण

Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	439000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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 :

S P M Corporation of India Limited
Payable at Kolkata
(S P M Corporation Of India Limited)

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope Of Work For the Service:[1723008471.pdf](#)

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor (3)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Security Supervisor
Category of Skills	Highly Skilled

Specification	Values
Gender	No Preference
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	Yes
Age Limit	Up to 60 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	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	3	<ul style="list-style-type: none"> • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 10 • Basic Pay (Minimum daily wage) : 1028 • Provident Fund (INR per day) : 69.2307 • EDLI (INR per day) : 2.8846 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 2.8846 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential;
Unarmed Security Guard (36)****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Highly Skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	Yes
Age Limit	Up to 60 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	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
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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	36	<ul style="list-style-type: none"> • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 10 • Basic Pay (Minimum daily wage) : 948 • Provident Fund (INR per day) : 69.2307 • EDLI (INR per day) : 2.8846 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 2.8846 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard (18)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Armed Security Guard
Category of Skills	Highly Skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	Yes
Age Limit	Up to60 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	NA

Specification	Values
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	18	<ul style="list-style-type: none"> • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 10 • Basic Pay (Minimum daily wage) : 1028 • Provident Fund (INR per day) : 69.2307 • EDLI (INR per day) : 2.8846 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 2.8846 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

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

1. 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.

2. 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

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

S P M Corporation of India Limited
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

S P M Corporation of India Limited
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**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

S P M Corporation of India Limited
Account No.
40721855110
IFSC Code
SBIN0000205
Bank Name
State Bank of India
Branch address
New Alipore, Kolkata

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.

8. **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

S P M Corporation of India Limited

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.

9. **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

S P M Corporation of India Limited
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.

10. **Forms of EMD and PBG**

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

S P M Corporation of India Limited
Account No.
40721855110
IFSC Code
SBIN0000205
Bank Name
State Bank of India
Branch address
New Alipore, Kolkata

. 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.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. 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 GIT and GCC of SPMCIL Procurement Manual Version 3.0 for additional terms and conditions as per the links given below:

General Instruction to Tenderer (GIT): <https://igmkolkata.spmcil.com/wp-content/uploads/2024/05/GIT.pdf>

General Conditions of Contract (GCC): <https://igmkolkata.spmcil.com/wp-content/uploads/2024/05/GCC.pdf>

2. Delivery Period:

The Contract will be valid for a period of Ten(10) months from the date of issue of Contract.

3. Terms and Mode of payments:

Payment shall be made on monthly basis upon successful completion of job at site subject to submission of required documents by the service provider. 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.

4. Insurance:

The supplier shall make arrangements for insuring the goods/services against loss or damage, incidental to manufacture or acquisition, transportation, storage and delivery. The Supplier shall be responsible till the entire goods contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the supplier by getting the goods duly insured. The insurance cover shall be obtained by the supplier in its own name not in the name of India Government Mint, Kolkata or its consignee. For details please refer to clause 12 of General Conditions of Contract (GCC).

5. 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).

6. The total cost inclusive of all 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.

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

8. Participating Bidder must submit sealed and signed copy of entire GeM bid document including the Buyer Specification Document. Also the participating bidder must submit duly filled, sealed & signed **Annexure I, Annexure II & documents as per Annexure III** in their letter head attached under Scope of Work.

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

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

11. Price Schedule:

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.

12. Qualification/ Eligibility Criteria

A. EXPERIENCE & PAST PERFORMANCE : The bidder should have experience of having successfully supplied the manpower services of **6840 Man-days** in any one of the last five years ending on 31.03.2023.

Note:

(i) In support of Experience & Past Performance copy of supply/ work order; respective completion certificate and contact details of clients (previous buyer of the items) to be enclosed along with the tender.

(ii) All copy of supply/ work order; respective completion certificate and contact details of clients: in support of experience, past performance should be authenticated by the by the person authorized to sign the tender on behalf of the bidder.

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

Note:

(i) In support of the Capability, the bidder has to submit copy of supporting documents i.e: Purchase Orders & their Completion Certificates, copy of valid labour license, copy of PSARA license etc.

(ii) For verifying the capability/capacity, India Government Mint, Kolkata reserves the right to depute its authorized representatives at the worksites of the bidder. In the event, the firm is found not having capability /capacity, their offer is liable to be rejected.

C. FINANCIAL STANDING :

i) The average annual financial turnover of the bidder during the last three years, ending on 31.03.2023, should be at least **Rs.87.71 Lakhs** as per the annual report (audited balance sheet and profit & loss account).

nt) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India.

ii)

a) The net worth of the Bidder should not be negative on 31.03.2023 and also

b) Should not have eroded by more than 30% in the last three years, ending on 31.03.2023.

Note:

(i) For net worth erosion calculation of last three(3) years ending on 31.03.2023, audited balance sheet of last three(3) financial years i.e: 2020-21, 2021-22 & 2022-23 must be submitted.

(ii) Supporting documents to be furnished as claim against the above Financial Standing: all financial standing data should be certified by certified accountants, e.g. Chartered Accountants (CA) in India.

(iii) Non-submission or incomplete submission of documents may lead to rejection of offer.

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

13. 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.

14. Price Preference for MSE:

Being a Non-Split-able or non-dividable bid, the MSE quoting price within price band L1 + 15% will be awarded full/complete supply of total tendered value provided they agree to match the L1 price, considering spirit of policy for enhancing the Govt. procurement from MSE.

15. Eligible Goods and Services (Origin of Goods & Services):

(i) All goods and 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 mined, cultivated, grown, manufactured, produced or processed or from where the goods & service are arranged.

16. 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 IGMK. In case of any Credit loss to IGMK by way of their failure to file Returns and provide TCS certificate in time, India Government Mint, Kolkata reserves the right to recover the amount equivalent to TCS paid along with applicable interest from the payment of further supplies.

17. 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 the supplier.

18. Consignee:

Chief General Manager, India Government Mint, Alipore, Kolkata, West Bengal, Pin – 700053.

On the consignment please mention the following details:

Order No : **Packing No :** **Net Weight :** **Gross Weight :**

19. 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 to 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 through mutual consultations, the part

ies 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.

20. 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.

21. Quality Control Requirements:

Quality of Services: 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 conforming 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.

22. All safety and security of the workmen is the sole responsibility of the awarded firm itself and in case of any unwanted incidents India Government Mint, Kolkata authorities would not be liable under any circumstances.

23. 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.

24. The bidder has to submit documents as per following Check list as given below along with the Technical bid documents without fail:

1	Entire Tender Document Duly Seal & Signed on every page including Scope of work (Annexure-I) as an acceptance of all terms & conditions of the tender
2	Submitted the documents as per Qualification / Eligibility criteria as per Clause 12 of awarded bid specific ATC (i) Proof of Experience (ii) Proof of Capability (iii) Financial data
3	Documentary evidence towards PAN & GST Registration Certificate
4	Sealed & Signed Declaration (Annexure -II attached in technical specification)

5	Documentary/undertaking against Make in India Status i.e. being a Class I/ Class II supplier with details of percentage.
6	Submitted valid labor license & documentary evidence toward registration with PSARA ACT 2005.
7	Proof of EMD(scanned copy) as applicable or any exemption certificate

***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@spmci.com

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. 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.

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---

Hiring of Security Service at Old Mint Silver Refinery Cell, Strand Road, Kolkata for 10 Months

1. Ex-servicemen Security Supervisor: 3 Persons

Category of Personnel : Ex- Serviceman security supervisor - 03 persons

Working Days in a week : 7

Seller registered add : District : Kolkata

No. of service days in a month : 30 days

Scope of Work (For security Supervisor)

1. The Security Agency shall be responsible for providing security and vigilance of Old Mint Silver Refinery Cell, Strand Road, Kolkata premises during day and night. The above mentioned number of security personnel is approximate and it can be decreased or increased as per the requirement of the location and as decided by the Principal Employer.
2. Security (Supervisor) shall be responsible for overall supervision of the security arrangements at old Mint SR Cell premises. He shall also be responsible for proper deployment of security personnel, proper co-ordination and planning in order to ensure smooth execution of security operation at the above designated place.
3. The security personnel shall maintain visitors' register, issue of visitor passes and various records as required by the Principal Employer and as per statutory requirement. Security personnel shall be fully responsible for checking the incoming and outgoing cars, two wheelers, three wheelers, tank trucks and all other vehicles that enter the Principal Employer's premises.
4. Deployed manpower will comply working hours of 8 hours regularly and if somebody fails to report at duty vendor will provide necessary replacement immediately.
5. The Security Agency shall keep liaison with the Police / Local Authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.
6. The Security Agency shall provide suitable number of extra security personnel for providing relief on weekly offs & holidays to the above said number of security personnel. Such leave / weekly off relief shall be provided by the Security Agency without any extra cost to the Principal Employer. Security Agency shall engage required

number of security personnel towards relief duty and shall not resort to extending on overtime basis. In case the Security Agency is found to handle duties without the services of additional personnel for relief, the component of 28.98% in the salary shall be deducted from the wages by the Principal Employer.

7. The Security Agency shall be responsible for providing its security personnel with uniforms, socks, boots and rain protective equipment. The pattern of uniform to be supplied by the Security Agency shall be of different pattern from that given by the Principal Employer to its employees. Further, the Security Agency shall issue photo identity cards to the security personnel on its own name and trading style. The Principal Employer may refuse entry into its premises to any personnel of the Security Agency not bearing such identity card or not being dressed in uniform. Torch lights including replacement for torch cells for night patrolling shall be provided by the Principal Employer.

8. No personnel of the Security Agency shall leave the said locations in the premises of the Principal Employer where they have been deployed, without the permission of the Principal Employer. The Principal Employer shall always have the right and liberty to do surprise inspection at its sites.

9. Personnel provided by the Security Agency as security personnel shall be male and age of personnel should be in accordance with Scope of work enclosed in the tender document. All security personnel should be physically fit, energetic and shall have a basic knowledge of fire fighting and first aid.

10. Police verification of antecedents of the personnel engaged for security service shall be submitted by the Security Agency within 15 days from the date of commencement of this agreement.

11. The Security Agency shall arrange for maintenance of registers / books and forms as are found necessary for the efficient performance of the security work undertaken herein. A duty register indicating the names of the Security Personnel on duty shall be available for inspection at all times at the said locations. The Principal Employer agrees to supply such registers / books and forms as are required.

12. In order to strengthen security as also to monitor the work of the security personnel on duty, the Principal Employer may introduce equipment and/or gadgets as may be considered necessary by the Principal Employer. The Security Agency's security personnel shall use such equipment and / or gadgets and shall also extend full cooperation in ensuring their successful introduction / use.

13. The Security Personnel employed by the Security Agency and provided to the Principal Employer shall be the employees of the Security Agency and not of the Principal Employer, and they shall work under the supervision and control of the Security Agency. Agency alone shall have the right to take disciplinary action against any personnel engaged / employed by it while no right whatsoever shall vest in any such personnel to raise any dispute and / or any claim whatsoever against the Principal Employer. The Principal Employer shall under no circumstances be deemed or treated as the employer in respect of any personnel engaged / employed by the Security Agency for any purpose whatsoever, nor would the Principal Employer be liable for any claims whatsoever, of any such personnel. The Principal Employer shall not be liable for any obligations / responsibilities, contractual, legal otherwise, towards the Security Agency's employees directly or indirectly, in any manner whatsoever. The employees of the Security Agency rendering services under this agreement shall not be entitled for employment, salary / wages, damages, compensation or anything arising from their deployment by the Security Agency for rendering the said services.

14. Any of the Security personnel provided by the Security Agency whose work or conduct if found unsatisfactory by the Principal Employer shall be replaced immediately at no cost to the Principal Employer. The Security Agency undertakes to rotate the personnel periodically.

15. The Principal Employer agrees to permit the Security personnel to use telephone to facilitate the security work and to keep in touch with the Security Agency for the purpose of communications connected with security work.

16. In the event of any theft / pilferage of the materials or properties of the Principal Employer, the Security Agency shall submit report and actively assist the Principal Employer if the Principal Employer decides necessary to report such incidents to the police and follow up the same and, if it is referred to any Court of law, until the case is closed or discharged.

17. The designated officer of the Principal Employer shall be the person authorized by the Principal Employer to give instructions concerning the security arrangements. Similarly, the Security Agency shall report all matters to the said Officer of the Principal Employer.

18. The Security Agency shall indemnify the Principal Employer for any damage or loss of product or materials or property arising from any act of negligence of the security personnel. The Principal Employer's decision in regard to the amount of loss / damage suffered is final and shall be entitled to deduct the amount of loss / damage suffered by

the Principal Employer from the amount payable to the Security Agency or resort to such course of action as deemed fit by the Principal Employer to recover the same from the Security Agency.

19. If at any time, the Security Agency fails to fulfil its obligations of providing Security Personnel and / fails to carry out security work satisfactorily. (the decision of the designated Officer of the Principal Employer in that behalf being final and binding on the Security Agency) in terms of and under this agreement the Principal Employer will have the right to make suitable alternative arrangement and the cost of the same shall be reimbursed by the Security Agency, failing which the Principal Employer shall deduct the same from the amount payable to the Security Agency. Any amount still remaining payable shall be recovered through appropriate measure as deemed fit by the Principal Employer.

20. In the event of any dispute arising between the parties, the decision of the designated officer of the Principal Employer shall be final and binding on the Security Agency.

21. Should the Security Agency commit any breach of any of the terms and conditions hereof and/or family neglect to carry out instructions issued by the Company from time to time, it shall be open and lawful for the Company to terminate the Contract forthwith without assigning any reason thereof and can get the work done by any person(s) or through any other agency or Security Agency and the Security Agency shall have no right to claim any compensation whatsoever on this account. In such case, Principal Employer will have all the right to appropriate any outstanding dues from the Security Agency from the Security deposit held with the Company as per clause 21 above and/or from any other payment due to the Security Agency. Principal Employer will have absolute right to forfeit the security deposit in case the Security Agency terminates the contract before completion of 10 months of contract or if the Security Agency fails to discharge obligations under this agreement.

22. The Security Agency shall obtain all registration / permission / licence etc. which are required under any labour or other legislation for providing the services under this agreement.

23. The Security Agency undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act 1970 if applicable, for carrying out the purpose of this Agreement. The Security Agency shall further observe and comply with all Government laws concerning employment of staff employed by the Security Agency and shall duly pay all sums of

money to such staff as may be required to be paid under such laws. It is expressly understood that the Security Agency is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

24. The Security Agency and its security personnel shall comply with all safety, security and general discipline instructions and unreservedly use all gadgets, systems and equipment for the efficient discharge of the contractual duties and obligations.

25. Security personnel are strictly banned from use of any kind of Narcotics drugs / Alcohol /smoking etc. inside yard or enter inside yard in such conditions.

26. The work shall be inspected by the Officer-in-Charge, his authorised representative or any other third party deputed by the Officer-in-Charge. Officer-in-Charge will have full liberty to impose penalties for the violation of any of the agreement clauses.

27. In case of any 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.

28. The entire contract is to be executed with Option clause.

29. As per D.O. No. MSDE-39/12/2022-AP dated 12.09.2023 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/vendor.

30. Security agency must have licensed under section 7 of the PSARA ACT, 2005.

31. Security agency should have combative dress code.

32. The remuneration of the deployed Security Guards 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.

33. The agency should have valid Labour License for deploying staff.

2. Ex-servicemen Un-armed Security Guard: 36 Persons

Category of Personnel : Ex- Serviceman Un armed security guard- 36 persons

Working Days in a week : 7

Seller registered add : District : Kolkata

No. of service days in a month : 30 days

Scope of Work (For Security Guards)

1. The Security Agency shall be responsible for providing security and vigilance of Old Mint Silver Refinery Cell, Strand Road, Kolkata premises during day and night. The above mentioned number of security personnel is approximate and it can be decreased or increased as per the requirement of the location and as decided by the Principal Employer.
2. The security personnel shall maintain visitors' register, issue of visitor passes and various records as required by the Principal Employer and as per statutory requirement. Security personnel shall be fully responsible for checking the incoming and outgoing cars, two wheelers, three wheelers, tank trucks and all other vehicles that enter the Principal Employer's premises.
3. Deployed manpower will comply working hours of 8 hours regularly and if somebody fails to report at duty vendor will provide necessary replacement immediately.
4. The Security Agency shall keep liaison with the Police / Local Authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.
5. The Security Agency shall provide suitable number of extra security personnel for providing relief on weekly offs & holidays to the above said number of security personnel. Such leave / weekly off relief shall be provided by the Security Agency without any extra cost to the Principal Employer. Security Agency shall engage required number of security personnel towards relief duty and shall not resort to extending on overtime basis. In case the Security Agency is found to handle duties without the services of additional personnel for relief, the component of 28.98% in the salary shall be deducted from the wages by the Principal Employer.
6. The Security Agency shall be responsible for providing its security personnel with uniforms, socks, boots and rain protective equipment. The pattern of uniform to be supplied by the Security. Agency shall be of different pattern from that given by the Principal Employer to its employees. Further, the Security Agency shall issue photo

identity cards to the security personnel on its own name and trading style. The Principal Employer may refuse entry into its premises to any personnel of the Security Agency not bearing such identity card or not being dressed in uniform. Torch lights including replacement for torch cells for night patrolling shall be provided by the Principal Employer.

7. No personnel of the Security Agency shall leave the said locations in the premises of the Principal Employer where they have been deployed, without the permission of the Principal Employer. The Principal Employer shall always have the right and liberty to do surprise inspection at its sites.

8. Personnel provided by the Security Agency as security personnel shall be male and age of personnel should be in accordance with Scope of work enclosed in the tender document. All security personnel should be physically fit, energetic and shall have a basic knowledge of fire fighting and first aid.

9. Police verification of antecedents of the personnel engaged for security service shall be submitted by the Security Agency within 15 days from the date of commencement of this agreement.

10. The Security Agency shall arrange for maintenance of registers / books and forms as are found necessary for the efficient performance of the security work undertaken herein. A duty register indicating the names of the Security Personnel on duty shall be available for inspection at all times at the said locations. The Principal Employer agrees to supply such registers / books and forms as are required.

11. In order to strengthen security as also to monitor the work of the security personnel on duty, the Principal Employer may introduce equipment and lor gadgets as may be considered necessary by the Principal Employer. The Security Agency's security personnel shall use such equipment and / or gadgets and shall also extend full cooperation in ensuring their successful introduction / use.

12. The Security Personnel employed by the Security Agency and provided to the Principal Employer shall be the employees of the Security Agency and not of the Principal Employer, and they shall work under the supervision and control of the Security Agency. Agency alone shall have the right to take disciplinary action against any personnel engaged / employed by it while no right whatsoever shall vest in any such personnel to raise any dispute and / or any claim whatsoever against the Principal Employer. The Principal Employer shall under no circumstances be deemed or treated as the employer in respect of any personnel engaged / employed by the Security Agency

for any purpose whatsoever, nor would the Principal Employer be liable for any claims whatsoever, of any such personnel. The Principal Employer shall not be liable for any obligations / responsibilities, contractual, legal otherwise, towards the Security Agency's employees directly or indirectly, in any manner whatsoever. The employees of the Security Agency rendering services under this agreement shall not be entitled for employment, salary / wages, damages, compensation or anything arising from their deployment by the Security Agency for rendering the said services.

13. Any of the Security personnel provided by the Security Agency whose work or conduct if found unsatisfactory by the Principal Employer shall be replaced immediately at no cost to the Principal Employer. The Security Agency undertakes to rotate the personnel periodically.

14. The Principal Employer agrees to permit the Security personnel to use telephone to facilitate the security work and to keep in touch with the Security Agency for the purpose of communications connected with security work.

15. In the event of any theft / pilferage of the materials or properties of the Principal Employer, the Security Agency shall submit report and actively assist the Principal Employer if the Principal Employer decides necessary to report such incidents to the police and follow up the same and, if it is referred to any Court of law, until the case is closed or discharged.

16. The designated officer of the Principal Employer shall be the person authorized by the Principal Employer to give instructions concerning the security arrangements. Similarly, the Security Agency shall report all matters to the said Officer of the Principal Employer.

17. The Security Agency shall indemnify the Principal Employer for any damage or loss of product or materials or property arising from any act of negligence of the security personnel. The Principal Employer's decision in regard to the amount of loss / damage suffered is final and shall be entitled to deduct the amount of loss / damage suffered by the Principal Employer from the amount payable to the Security Agency or resort to such course of action as deemed fit by the Principal Employer to recover the same from the Security Agency.

18. If at any time, the Security Agency fails to fulfill its obligations of providing Security Personnel and / fails to carry out security work satisfactorily. (the decision of the designated Officer of the Principal Employer in that behalf being final and binding on the Security Agency) in terms of and under this agreement the Principal Employer will have

the right to make suitable alternative arrangement and the cost of the same shall be reimbursed by the Security Agency, failing which the Principal Employer shall deduct the same from the amount payable to the Security Agency. Any amount still remaining payable shall be recovered through appropriate measure as deemed fit by the Principal Employer.

19. In the event of any dispute arising between the parties, the decision of the designated officer of the Principal Employer shall be final and binding on the Security Agency.

20. Should the Security Agency commit any breach of any of the terms and conditions hereof and/or family neglect to carry out instructions issued by the Company from time to time, it shall be open and lawful for the Company to terminate the Contract forthwith without assigning any reason thereof and can get the work done by any person(s) or through any other agency or Security Agency and the Security Agency shall have no right to claim any compensation whatsoever on this account. In such case, Principal Employer will have all the right to appropriate any outstanding dues from the Security Agency from the Security deposit held with the Company as per clause 21 above and/or from any other payment due to the Security Agency. Principal Employer will have absolute right to forfeit the security deposit in case the Security Agency terminates the contract before completion of 10 months of contract or if the Security Agency fails to discharge obligations under this agreement.

21. The Security Agency shall obtain all registration / permission / licence etc. which are required under any labour or other legislation for providing the services under this agreement.

22. The Security Agency undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act 1970 if applicable, for carrying out the purpose of this Agreement. The Security Agency shall further observe and comply with all Government laws concerning employment of staff employed by the Security Agency and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Security Agency is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

23. The Security Agency and its security personnel shall comply with all safety, security and general discipline instructions and unreservedly use all gadgets, systems and equipment for the efficient discharge of the contractual duties and obligations.

24. Security personnel are strictly banned from use of any kind of Narcotics drugs / Alcohol /smoking etc. inside yard or enter inside yard in such conditions.

25. The work shall be inspected by the Officer-in-Charge, his authorized representative or any other third party deputed by the Officer-in-Charge. Officer-in-Charge will have full liberty to impose penalties for the violation of any of the agreement clauses.

26. In case of any 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.

27. The entire contract is to be executed with Option clause.

28. As per D.O. No. MSDE-39/12/2022-AP dated 12.09.2023 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/vendor.

29. Security agency must have licensed under section 7 of the PSARA ACT, 2005.

30. Security agency should have combative dress code.

31. The remuneration of the deployed Security Guards 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.

32. The agency should have valid Labour License for deploying staff.

3. Ex-servicemen Armed Security Guard: 18 Persons

Category of Personnel : Ex- Serviceman Armed Security Guard - 18 persons

Working Days in a week : 7

Seller registered add : District : Kolkata

No. of service days in a month : 30 days

Scope of Work (For Security Guards)

1. The Security Agency shall be responsible for providing security and vigilance of Old Mint Silver Refinery Cell, Strand Road, Kolkata premises during day and night. The above mentioned number of security personnel is approximate and it can be decreased or increased as per the requirement of the location and as decided by the Principal Employer.
2. The security personnel shall maintain visitors' register, issue of visitor passes and various records as required by the Principal Employer and as per statutory requirement. Security personnel shall be fully responsible for checking the incoming and outgoing cars, two wheelers, three wheelers, tank trucks and all other vehicles that enter the Principal Employer's premises.
3. Deployed manpower will comply working hours of 8 hours regularly and if somebody fails to report at duty vendor will provide necessary replacement immediately.
4. The Security Agency shall keep liaison with the Police / Local Authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.
5. The Security Agency shall provide suitable number of extra security personnel for providing relief on weekly offs & holidays to the above said number of security personnel. Such leave / weekly off relief shall be provided by the Security Agency without any extra cost to the Principal Employer. Security Agency shall engage required number of security personnel towards relief duty and shall not resort to extending on overtime basis. In case the Security Agency is found to handle duties without the services of additional personnel for relief, the component of 28.98% in the salary shall be deducted from the wages by the Principal Employer.
6. The Security Agency shall be responsible for providing its security personnel with uniforms, socks, boots and rain protective equipment. The pattern of uniform to be supplied by the Security. Agency shall be of different pattern from that given by the Principal Employer to its employees. Further, the Security Agency shall issue photo

identity cards to the security personnel on its own name and trading style. The Principal Employer may refuse entry into its premises to any personnel of the Security Agency not bearing such identity card or not being dressed in uniform. Torch lights including replacement for torch cells for night patrolling shall be provided by the Principal Employer.

7. No personnel of the Security Agency shall leave the said locations in the premises of the Principal Employer where they have been deployed, without the permission of the Principal Employer. The Principal Employer shall always have the right and liberty to do surprise inspection at its sites.

8. Personnel provided by the Security Agency as security personnel shall be male and age of personnel should be in accordance with Scope of work enclosed in the tender document. All security personnel should be physically fit, energetic and shall have a basic knowledge of fire fighting and first aid.

9. Police verification of antecedents of the personnel engaged for security service shall be submitted by the Security Agency within 15 days from the date of commencement of this agreement.

10. The Security Agency shall arrange for maintenance of registers / books and forms as are found necessary for the efficient performance of the security work undertaken herein. A duty register indicating the names of the Security Personnel on duty shall be available for inspection at all times at the said locations. The Principal Employer agrees to supply such registers / books and forms as are required.

11. In order to strengthen security as also to monitor the work of the security personnel on duty, the Principal Employer may introduce equipment and lor gadgets as may be considered necessary by the Principal Employer. The Security Agency's security personnel shall use such equipment and / or gadgets and shall also extend full cooperation in ensuring their successful introduction / use.

12. The Security Personnel employed by the Security Agency and provided to the Principal Employer shall be the employees of the Security Agency and not of the Principal Employer, and they shall work under the supervision and control of the Security Agency. Agency alone shall have the right to take disciplinary action against any personnel engaged / employed by it while no right whatsoever shall vest in any such personnel to raise any dispute and / or any claim whatsoever against the Principal Employer. The Principal Employer shall under no circumstances be deemed or treated as the employer in respect of any personnel engaged / employed by the Security Agency

for any purpose whatsoever, nor would the Principal Employer be liable for any claims whatsoever, of any such personnel. The Principal Employer shall not be liable for any obligations / responsibilities, contractual, legal otherwise, towards the Security Agency's employees directly or indirectly, in any manner whatsoever. The employees of the Security Agency rendering services under this agreement shall not be entitled for employment, salary / wages, damages, compensation or anything arising from their deployment by the Security Agency for rendering the said services.

13. Any of the Security personnel provided by the Security Agency whose work or conduct if found unsatisfactory by the Principal Employer shall be replaced immediately at no cost to the Principal Employer. The Security Agency undertakes to rotate the personnel periodically.

14. The Principal Employer agrees to permit the Security personnel to use telephone to facilitate the security work and to keep in touch with the Security Agency for the purpose of communications connected with security work.

15. In the event of any theft / pilferage of the materials or properties of the Principal Employer, the Security Agency shall submit report and actively assist the Principal Employer if the Principal Employer decides necessary to report such incidents to the police and follow up the same and, if it is referred to any Court of law, until the case is closed or discharged.

16. The designated officer of the Principal Employer shall be the person authorized by the Principal Employer to give instructions concerning the security arrangements. Similarly, the Security Agency shall report all matters to the said Officer of the Principal Employer.

17. The Security Agency shall indemnify the Principal Employer for any damage or loss of product or materials or property arising from any act of negligence of the security personnel. The Principal Employer's decision in regard to the amount of loss / damage suffered is final and shall be entitled to deduct the amount of loss / damage suffered by the Principal Employer from the amount payable to the Security Agency or resort to such course of action as deemed fit by the Principal Employer to recover the same from the Security Agency.

18. If at any time, the Security Agency fails to fulfill its obligations of providing Security Personnel and / fails to carry out security work satisfactorily. (the decision of the designated Officer of the Principal Employer in that behalf being final and binding on the Security Agency) in terms of and under this agreement the Principal Employer will have

the right to make suitable alternative arrangement and the cost of the same shall be reimbursed by the Security Agency, failing which the Principal Employer shall deduct the same from the amount payable to the Security Agency. Any amount still remaining payable shall be recovered through appropriate measure as deemed fit by the Principal Employer.

20. In the event of any dispute arising between the parties, the decision of the designated officer of the Principal Employer shall be final and binding on the Security Agency.

21. Should the Security Agency commit any breach of any of the terms and conditions hereof and/or family neglect to carry out instructions issued by the Company from time to time, it shall be open and lawful for the Company to terminate the Contract forthwith without assigning any reason thereof and can get the work done by any person(s) or through any other agency or Security Agency and the Security Agency shall have no right to claim any compensation whatsoever on this account. In such case, Principal Employer will have all the right to appropriate any outstanding dues from the Security Agency from the Security deposit held with the Company as per clause 21 above and/or from any other payment due to the Security Agency. Principal Employer will have absolute right to forfeit the security deposit in case the Security Agency terminates the contract before completion of 10 months of contract or if the Security Agency fails to discharge obligations under this agreement.

22. The Security Agency shall obtain all registration / permission / licence etc. which are required under any labour or other legislation for providing the services under this agreement.

23. The Security Agency undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act 1970 if applicable, for carrying out the purpose of this Agreement. The Security Agency shall further observe and comply with all Government laws concerning employment of staff employed by the Security Agency and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Security Agency is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

24. The Security Agency and its security personnel shall comply with all safety, security and general discipline instructions and unreservedly use all gadgets, systems and equipment for the efficient discharge of the contractual duties and obligations.

25. Security personnel are strictly banned from use of any kind of Narcotics drugs / Alcohol /smoking etc. inside yard or enter inside yard in such conditions.

26. The work shall be inspected by the Officer-in-Charge, his authorized representative or any other third party deputed by the Officer-in-Charge. Officer-in-Charge will have full liberty to impose penalties for the violation of any of the agreement clauses.

27. In case of any 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.

28. The entire contract is to be executed with Option clause.

29. As per D.O. No. MSDE-39/12/2022-AP dated 12.09.2023 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/vendor.

30. Security agency must have licensed under section 7 of the PSARA ACT, 2005.

31. Security agency should have combative dress code.

32. The remuneration of the deployed Security Guards 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.

33. The agency should have valid Labour License for deploying staff.

**GeM Bid Document No. :dated.
(To be submitted on the letter head of the bidder)**

DECLARATION

We do hereby declare that,

- 1. We have not been blacklisted/ debarred by BNPMIPL/BRBNMPL/SPMCIL or any Govt. Departments for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.
- 2. We do hereby declare that we have read and understood all terms and conditions of tender document including Technical Specification, Quality Control Criteria, Buyer added bid specific ATC and confirm to abide to those conditions without any counter conditions.
- 3. "We are accepting all the terms and conditions of this GeM tender document unconditionally without any deviations"
- 4. We do accept all the terms and conditions of GIT & GCC link given in buyer added bid specific ATC without any deviation.

Signature

Name

Designation

Date

Stamp of the Organization

IMPORTANT

Before submission of Tender, please fill up & submit the following points in your company letter head duly sealed & signed.

We have submitted following documents:

1. Entire GeM Bid document duly sealed & signed every page (including Annexure I , Annexure II & documents as per Annexure III duly filled sealed and signed)
2. Proof of EMD(scanned copy) as applicable or any exemption certificate
3. Documentary evidence towards PAN & GST Registration Certificate duly sealed and signed.
4. Documentary/undertaking against Make in India Status i.e: being a Class I/Class II Supplier with details of Percentage
5. The firms participating as MSE/NSIC/DIC/Start-up India Campaign, needs to enclose certificates containing validity.
6. If participating as MSME, then please mention Category of MSME Firm: SC/ST/GEN. Owner of the company Male/Female.
7. Copies of Purchase Orders & their Completion Certificates for Past Experience.
8. Relevant Documents (i.e: Valid labour license, PSARA License, Copies of Purchase Orders & their Completion Certificates etc.) for Capability
9. Audited Balance sheet for F.Y 2020-21, 2021-22 & 2022-23 for Financial Standing.
10. We have quoted price only in Price Bid and not in Techno-commercial Bid.

Note:

The above documents must be enclosed otherwise tender will be rejected.