



### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-12-2024 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-12-2024 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 (spmcil)	
Office Name/कार्यालय का नाम	Janpath	
Total Quantity/कुल मात्रा	8820000	
ltem Category/मद केटेगरी	REFINING AND MANUFACTURING OF PURE SILVER INGOTS FROM 18MT OF QA SILVER	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	OUTSOURCING REFINING AND MANUFACTURING OF PURE SILVER INGOTS/BARS FROM 18MT QA SILVER	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul> <li>Gold Medallion / Gold Bullion Coins</li> <li>Silver Coins</li> <li>Medals</li> </ul>	
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 Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο
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
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	192000

#### 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 दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता 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

#### Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	3
Split Criteria based on which quantity will be distributed	As per bid document

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

#### 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 guality 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 guality 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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to gualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

<u>OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023</u> 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.

4. 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 25% (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 <u>OM No.1 4 2021 PPD dated 18.05.2023</u> 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.

5. 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.

#### **REFINING AND MANUFACTURING OF PURE SILVER INGOTS FROM 18MT OF QA SILVER (** 8820000 gram )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Indranil Payra	700053,India Govt Mint, Alipore Kolkata , West Bengal	8820000	300

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

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. 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.

#### 3. 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.

#### 4. 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

#### 5. 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.

#### 6. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name  $% \left( {{\left[ {{{\rm{B}}_{\rm{B}}} \right]}_{\rm{B}}} \right)$ 

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 online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 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

S P M Corporation of India Limited payable at Kolkata . After award of contract, Successfu

. 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

#### 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.

#### 9. 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 Cont

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 10. Buyer Added 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 a ny conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 3.0 for addition al 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:

a) Ten(10) months from the date of issue of Contract @3MT (min.) of QA silver refining in max. 50 days in 6 instalments maximum.

b) The vendor is responsible for lifting & delivering the material and duly unloading the same at the Bullion Store of India Government Mint, Kolkata after taking necessary security clearance from CISF at the main g ate of India Government Mint, Kolkata by showing the driving licence, vehicle registration etc. and necessa ry documents like invoice, delivery challan, copy of Purchase Order, e-way bill, bank details in company let ter head duly sealed & signed etc. are to be handed over to Bullion Store- in- charge.

#### 3. Terms and Mode of payments:

100% on receipt and acceptance of goods & services at destination by the user section of India Governme nt Mint, Kolkata and on production of all required documents by the supplier on every instalment. (Accept ance means goods supplied in proper condition at India Govt. Mint, Kolkata as well as meeting other terms and conditions of Purchase order.)

#### 4. Custody and return of material loaned to contractor:

Quaternary Alloy (QA) Silver raw material will be provided by Purchaser i.e. India Government Mint, Kolkat a. Whenever raw material is required to be issued to the firm/contractor, it will be issued against appropria te Material Custody.

The successful firm must submit material custody for an amount of 371,82,29,790.00 (considering rate of QA Silver as 39901.655 per kg ) for total quantity of 18 MT of QA Silver or proportionate to the quantity ( of QA silver) firm desire to take in one batch for refining subject to minimum quantity of 3MT of QA silver p er batch.

The Firm may submit the material custody security drawn in favour of 'S P M Corporation Of India Limited', payable at Kolkata, from any Scheduled Commercial Bank in acceptable form (i.e: Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee) valid till 60 days beyond the completion of delivery of finishe d product. If parallel contract is applied, the amount will be in proportionate basis.

#### 5. Packing:

Items should be suitably packed & stacked on wooden pallets. The packing should be weather proof and s hould be made water proof to prevent damage during transit. The supplier will also be responsible for unlo ading and stacking at Mint Bullion Store as per instruction of competent authority.

#### 6. Insurance:

The supplier shall make arrangements for insuring the goods against loss or damage, incidental to manufa cture or acquisition, transportation, storage and delivery. The Supplier shall be responsible till the entire g oods 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 t o clause 12 of General Conditions of Contract (GCC).

#### 7. 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 remedi es available to India Govt. Mint, Kolkata under the contract, deduct from the contract price, as liquidated d amages, 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).

#### 8. Parallel Contracts:

Parallel contracts, with more than one bidder (for the same contract) may be concluded in the following ca ses:

After due processing, if it is discovered that the quantity to be ordered is far more than what L1 alone is ca pable of supplying and there was no prior decision/ declaration in the bidding documents to split the quant ities, then the quantity being finally ordered may be distributed among the other bidders by counter offeri ng the L1 rate in a manner that is fair, transparent and equitable based on objective data available in the b ids e.g. eligibility data, Quantity/ Delivery etc.

In case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively, may be used - a different ra tio may also be applied for this tender as per requirement of India Government Mint, Kolkata. These ratios are approximate and India Government Mint, Kolkata reserves its right to marginally vary quantities to suit capacity of the firm/ unit loads of packing or transportation. However, the requirements may not be split in to a number of tenders of smaller quantities for the reason that one supplier may not be able to supply the entire quantity. It is also to mention in such cases that the firms should not quote for less than 25% of the t endered quantity; otherwise, their offer would be considered as unresponsive.

Before splitting the quantity, it should be ensured that the L1 price is reasonable. If it is not reasonable, ne gotiation with the L1 party may be carried out, if justifiable, with the approval of the CA. The following guid elines are to be considered while opting for parallel contracts:

i) L1 should be awarded at least the percentage mentioned above or his spare supply capacity, whichever

is lower; and

ii) For the rest of the contract quantity, the lowest rate accepted will be counter offered to the L2 party. On acceptance of the counter offer, the order will be placed on L2 for the respective percentage or the spare s upply capacity of the L2 bidder, whichever is lower, and so on, to other tenderers. In case of non-acceptan ce of the counter offer by the L2 party, a similar offer shall be made to L3 and L4, and so on.

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

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

11. Participating Bidder must submit sealed and signed copy of entire GeM bid document including the Spe cification document (Annexure-I). Also the participating bidder must submit sealed & signed Annexure-I in their letter head & documents as per Annexure-III attached under Specification document.

**12.** All the supporting documents submitted along with this bid should be signed and sealed by the author ized signatory of the firm mandatorily. The bid document shall not contain any erasure or overwriting, exc ept as necessary to correct any error made by the tenderer and, if there is any such correction; the same s hall be initialled by the person(s) signing the tender.

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

#### 14. Price Schedule:

While quoting the price through GeM portal, the detailed price breakup must be mentioned and attached a s pdf in the document attachment option of price bid mandatorily. Do not upload financial documents relat ed to financial standings like audited balance sheets in the document attachment field of price bid, attach only the detailed price breakup of the quotation as mentioned above. Detailed price breakup of the quotati on must be in the format as attached in the end of this bid document.

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.

#### 15. Qualification/ Eligibility Criteria

**A. EXPERIENCE & PAST PERFORMANCE :** The bidder should have experience of having successfully co mpleted similar kind of services for the value at least **Rs.38.45 Lakhs** in any one of the last five years en ding on 31.03.2024.

#### Note:

(i) Similar Kind of Services Means: Refining of impure Silver to fine silver.

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

(iii) All copy of supply/ work order; respective completion certificate and contact details of clients: in suppo rt of experience, past performance should be authenticated by the by the person authorized to sign the te nder 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: details of equip ment and manufacturing facilities, engineers/managers details, number of skilled labors available, Purchas e Orders & their Completion Certificates, SOP of Manufacturing Process, quality control systems, annual pr oduction capacity etc.

(ii) For verifying the capability/capacity, India Government Mint, Kolkata reserves the right to depute its au thorised 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 31.03.2024, s hould be at least **Rs.38.45 Lakhs** as per the annual report (audited balance sheet and profit & loss accou

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 31.03.2024 and also

b) Should not have eroded by more than 30% in the last three years, ending on 31.03.2024.

#### Note:

(i) For net worth erosion calculation of last three(3) years ending on 31.03.2024, audited balance sheet of l ast three(3) financial years i.e: 2021-22, 2022-23 & 2023-24 must be submitted.

(ii) Supporting documents to be furnished as claim against the above Financial Standing: all financial stand ing 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.

#### 16. 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 decl aring that their MSME & MII status is updated in GeM portal also. In further evaluation stage if it is found th at the firm is not registered as MSME and/or MII in GeM, but MSME certificate and/or MII declaration is sub mitted along with the bid, no exemption will be given and their offer may be rejected.

#### **17. Price Preference for MSE:**

MSE quoting price within price band L1 + 15% may be awarded 25% of the total tendered value provided t hey agree to match the L1 price. In case of more than one such eligible MSE, 25% quantity is to be distribu ted proportionately among these bidders. Within this, a purchase preference of 4% is reserved for MSEs o wned by SC/ ST entrepreneurs' and 3% is reserved for procurement from MSEs owned by women (if they p articipate in the tender process and match the L1 price, considering spirit of policy for enhancing the Govt. procurement from MSE.

#### 18. 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 th e 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, cultivat ed, grown, manufactured, produced or processed or from where the goods & service are arranged.

**19. Special Condition:** Supplier should file the returns pertaining to TCS (Section 206C (1H) for TCS colle cted, in the time and provide the TCS certificate to IGMK. In case of any Credit loss to IGMK by way of their failure to files Returns and provide TCS certificate in time, India Government Mint, Kolkata reserves the rig ht to recover the amount equivalent to TCS paid along with applicable interest from the payment of further supplies.

#### 20. GST Return:

Supplier should file the GST return for outward supplies in time. In case of any loss to India Government Mi nt, Kolkata by way of their failure to files 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 occurre d on account of non - compliance of e-way bill, GST provision or any other applicable law will be borne by s upplier.

#### 21. Consignee:

General Manager & HoD, 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:

22. 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 b y mutual consultations. If the parties fail to resolve the same amicably the mutual consultations. If the part ies fail to resolve their dispute or difference by such mutual consultation within 21 days of its occurrence, t hen, 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 contr act pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata o nly.

#### 23. Risk Purchase Clause :

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

(i) Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from ot her agencies at the risk and consequence of the supplier. The cost difference between the alternative arra ngement 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.

#### 24. 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 s upplied 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 specifi ed in the contract failing which expenses of keeping goods at purchaser's premises may be levied on supp lier.

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

**25.** All safety and security of the workmen is the sole responsibility of the awarded firm itself and in case o f any unwanted incidents India Government Mint, Kolkata authorities would not be liable under any circum stances.

**26.** The security deposit must be submitted within 21 days from the date of issue of contract by the contra ct awarded firm.

#### 27. Anti-Bribery Management System (ABMS):

By participating in this tender, the suppliers/Vendors/ Contractors are deemed to have undertaken that the y shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during t he execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance."

#### 28. Disclaimer:

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

# 29. 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 specification documen t <b>(Annexure-I)</b> as an acceptance of all terms & conditions of the tender
	c (Annexule-1) as an acceptance of an terms & conditions of the tender

2	Submitted the documents as per Qualification / Eligibility criteria as per Clause 15 of buyer a dded 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	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@spmcil.com

#### 11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

## 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 <u>attached categories</u>, 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.

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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश 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---

# <u>Annexure-I</u> <u>Refining and Manufacturing of Pure Silver ingots</u> <u>from 18 MT of QA Silver</u>

#### **Scope of Work & Technical Specifications:**

Outsourcing of refining and manufacturing of pure silver ingots /bars from 18 MT of QA silver -

The general scope of work including terms and conditions for such outsourcing activity is furnished below:

i) Input to the firm: 18 MT of QA silver remelt/ Scrap metal in bar or other form. QA silver would be of following composition, a) Silver 50% +/- 1 % b) Copper 40% +/- 1% c) nickel 5%+/- 1% and d) Zinc 5%+/- 1%

- ii) Output Process : of each following variety-
- Strip of Fine Silver 600 mm (length) x 55 mm (width) x 6 mm (thickness)-@70%,
- Strip of Fine Silver 600 mm (length) x 45 mm (width) x 6 mm (thickness)-@30%

iii) Compliance : Appropriate sample based lab. testing and Visual Checks.

iv) Final Finish : Quality of Output equivalent to that of Continuous Casting Machine.

v) Packing : Stacked on wooden pallets.

vi) In house (India Govt. Mint, Kolkata) test report of each pig ingot to be sent and delivered with the entire consignment .

vii) Joint testing at the Refiner's site will be executed at the lot provision of @250Kg (approx.).

viii) Logistics in both the ways to be borne by the Refinery.

ix) Silver metal return 98% (excluding Melting Loss – max. 3.5%) w.r.t. the content of virgin silver in QA silver (after a max. of 3.5% melting loss for granules formation) of minimum fineness >999 gm/Kg or PPT fineness of silver will have to be returned.

x) Melting loss - Max 3.5%

xi) Melting lot size - 250 Kg

xii) Assay -@ 250kg lot- 1 Activity unit

xiii) Metal Return - 98% Min w.r.t pure silver (999.0)

xiv) Return Silver Purity- in 99.9%.

# ANNEXURE - II

# GeM Bid Document No. : ......dated. .....dated. .....dated. .....

# 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 the 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 .....

# Annexure-III

## **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: details of equipment and manufacturing facilities, engineers/managers details, number of skilled labors available, Purchase Orders & their Completion Certificates, SOP of Manufacturing Process etc.) for Capability

9. Audited Balance sheet for F.Y 2021-22, 2022-23 & 2023-24 for Financial Standing.

10. We have quoted price only in Price Bid and not in Techno-commercial Bid.

# Note:

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

# PRICE SCHEDULE

# Refining and Manufacturing of Pure Silver ingots from 18 MT QA Silver (As details mentioned in Specification document, Annexure-I) (Price to be quoted inclusive of all, complete in all respect)

Quantity: 8820000 Gram

Melting & Refining Charges / 1 Gram :

Assay Charges/ 1 Gram:

Making Charges for Continuous Cast Bar/ 1 Gram:

Logistics To & Fro including insurance charges/ 1 Gram:

Other Charges (If any):

GST/ 1 Gram:

Total Price including all for 1 Gram :

Total Price including all for 1 Gram in words:

Total Price for 8820000 Gram on FOR, India Government Mint, Kolkata Basis:

Total Price for 8820000 Gram on FOR, India Government Mint, Kolkata Basis in words:

Abbreviation "FOR" Free on Rail(i.e: Landed cost to the India Govt. Mint, Kolkata inclusive of all taxes & duties), "IGM" India Govt. Mint.

NOTE :

1. Bidder to furnish stipulated documents along with tender in support of fulfillment of tender criteria. Further correspondence in this regard will not be entertained for any reason. Non-submission or incomplete submission of documents may lead to rejection of offer.

2. L1 firm will be declared from valid offers only those who submitted offer as per specification & as per all terms & condition of the tender. If there is any deviation in specification & if the offer is not found as per terms & condition of the tender, their offer will be treated as invalid/unresponsive offer.

3. 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.