



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6049762 Dated/दिनांक : 28-04-2025

# Bid Document/ बिड दस्तावेज़

Bid C	Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-05-2025 15:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	28-05-2025 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	Madhya Pradesh	
क्रेता ईमेल/Buyer Email	buyer26.spmcils.mp@gembuyer.in	
ltem Category/मद केटेगरी	Custom Bid for Services - IT Network Administrator , Custom Bid for Services - IT Infrastructure Support Engineer , Custom Bid for Services - Unskilled Labour , Custom Bid for Services - AMC of PCs , Custom Bid for Services - AMC of Network , Custom Bid for Services - AMC of server , Custom Bid for Services - AMC of Laptop	
Similar Category/समान श्रेणी	<ul> <li>Customized AMC/CMC for Pre-owned Products</li> </ul>	
Contract Period/अनुबंध अवधि	2 Year(s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छ्ट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (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 D	Details/बिड विवरण
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिंड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	3819491.19
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	76390

# 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).	26	

- (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 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:

The General Manager, Dewas

Bank Note PRess, Dewas-455001 (Kedarnath Mahapatra)

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एसआईआई अनुपालन	Vec
Mil Compilance/एमआइआइ अनुपालन	les

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the 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 the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
- 4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 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.
- 6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work: 1741764106.pdf

GEM Availability Report ( GAR): 1741764191.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: <a href="mailto:1741764202.pdf">1741764202.pdf</a>

Payment Terms: 1744799045.pdf

# **Custom Bid For Services - IT Network Administrator (1)**

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	IT Network Administrator
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
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	porting/Officer/ परेषिती/रिपोर्टिंग अधिकारी		Additional Requirement/अतिरिक्त आवश्यकता
1	Subhash Kumar	455001,General Manager Admin Office , Bank Note Press, Dewas	1	N/A

# **Custom Bid For Services - IT Infrastructure Support Engineer (1)**

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	IT Infrastructure Support Engineer
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

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	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Subhash Kumar	455001,General Manager Admin Office , Bank Note Press, Dewas	1	N/A

# Custom Bid For Services - Unskilled Labour (1)

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality		
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
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	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Subhash Kumar	455001,General Manager Admin Office , Bank Note Press, Dewas	1	N/A

# Custom Bid For Services - AMC Of PCs (1)

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC of PCs
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
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	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Subhash Kumar	455001,General Manager Admin Office , Bank Note Press, Dewas	1	N/A

# Custom Bid For Services - AMC Of Network (1)

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	

Specification	Values
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC of Network
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
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	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Subhash Kumar	455001,General Manager Admin Office , Bank Note Press, Dewas	1	N/A

# Custom Bid For Services - AMC Of Server (1)

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC of server			
Regulatory/ Statutory Compliance of Service	YES			
Compliance of Service to SOW, STC, SLA etc	YES			
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	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Subhash Kumar	455001,General Manager Admin Office , Bank Note Press, Dewas	1	N/A

# Custom Bid For Services - AMC Of Laptop (1)

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC of Laptop			
Regulatory/ Statutory Compliance of Service	YES			
Compliance of Service to SOW, STC, SLA etc	YES			
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	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Subhash Kumar	455001,General Manager Admin Office , Bank Note Press, Dewas	1	N/A

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

# 1. Forms of EMD and PBG

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

The General Manager, Dewas payable at Dewas

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 2. 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

The General Manager, Dewas

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

#### 3. Forms of EMD and PBG

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

The General Manager, Dewas payable at Dewas

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.

#### 4. 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

The General Manager, Dewas payable at Dewas

. 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.

#### 5. 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

The General Manager, Dewas

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.

# 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# **Buyer Added Bid Specific ATC Buyer Added text based clauses**

1. The bidder firm should meet following eligibility criteria to qualify:

# a) Experience & Past Performance

i). For manpower Services: The bidder should have experience of having successfully supplied the

manpower services of 624 man-days of tender requirement, in any one of the last five years ending on '31 March 2024'.

- **ii). For other services:** The bidder should have experience of having successfully completed similar kind of services for the estimated tendered quantity/value at least 90,792.79/- in any one of the last five ye ars ending on '31 March 2024.
- **b). Capability:** The bidder must have capability to provide the relevant services.

#### c). Financial standing:

- i. The average annual financial turnover of the Bidder firm during last three years ending on 31st March 2024 should be at least Rs.7,63,898.23/
  - ii. The net worth of the bidder firm should:-
  - a) Not be negative on 31st March 2024
  - b) Not have eroded by more than 30% in the last three years, ending on 31st March 2024.

# 2. Service Maturity and Security related requirement from the bidder organization

- 2.1. The bidder organization shall have proper service setup wherein required quality & mature services c an be provided which cannot be resolved at site.
- 2.2. The bidder organization shall be ISO 20000, ISO 27000 Series and CMMI Level 3 certified.
- 2.3. The bidder organization shall have their own helpdesk software capable for call logging of the call, esc alation & reporting, Demonstration.

# 3. Payment Terms:

Payment of salaries and <u>wages:-</u> Service provider is required to pay salaries/wages of contracted staff depl oyed at buyer at buyer location first i.e. on their own and then claim payment from buyer along with all sta tutory documents like PF, ESIC etc. as well as the bank statement done to staff.

100 % payment will be done after receipt of satisfactory report from user department and on production of all required documents by the firm.

The payment will be done through RTGS Only.

Paying Authority: HOF, Bank Note Press, Dewas.

The firm has to submit bank details along with invoice mentioning Beneficiary.

Name:

**Account Number:** 

**IFSC Code:** 

Address and Branch Details.

- **4. Duration of Contract:** As per manual of Procurement of Consultancy and o ther services (updated June, 2022), Gol Clause 9.4.2, the period of contract is for 2 years. T he extension of contract beyond two years may be for a further period of one year subject to the service provider providing satisfactory service. If service provider has been levied a c umulative penalty of 5 percent of the total contract value, extension beyond the initial period of two years may not be considered.
- 4. GST Return: Supplier should file the GST returns for outward supplies in time. In case of any I

nput credit Loss to BNP by way of their failure to files GST returns in time, BNP reserves the right to withho ld the payment of further supplies till production of evidence of filling of returns."

**5. Liquidated Damages:** If the supplier fails to deliver any or all of the goods or fails to pe rform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights a nd remedies available to SPMCIL under the contract, deduct from the contract price, as liqui dated damage s, a sum equivalent to the ½% percent of the delivered price of the delayed goods and/ or s ervices 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. Applicability in Special Cases:-

- 1) Applicability to 'Make in India': Bidders (manufacturer or principal of authorised representativ e) If the product is being manufactured in India under a license from a foreign manufacturer who holds int ellectual property rights and where there is a technology collaboration agreement/ transfer of technology a greement for indigenous manufacture of a product developed abroad with clear phased increase in local c ontent, and who while meeting all other criteria above, except for any or more of sub-criteria in Experienc e and Past Performance above, would also be considered to be qualified provided:
  - i) their foreign manufacturer who holds intellectual property rights, meets all the criteria a bove without exemption, and
  - ii) the Bidder submits appropriate documentary proof for technology collaboration agreeme nt/ transfer of technology agreement for indigenous manufacture of a product developed ab road with clear phased increase in local content.
  - the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- **2) Authorized Representatives:** Bids of bidders quoting as authorised representative of a principa I manufacturer would also be considered to be qualified, provided:-
  - their principal manufacturer meets all the criteria above without exemption, and a. th
    e principal manufacturer furnishes a legally enforceable tender-specific authorisation in th
    e prescribed form assuring full guarantee and warranty obligations as per the general and
    special conditions of contract; and
  - b. the bidder himself should have been associated, as authorised representative of the sam e or other Principal Manufacturer for same set of services as in present bid (supply, installa tion, satisfactorily commissioning, after sales service as the case may be) for same or simil ar 'Product' for past three years ending on 'The Relevant Date'.
- **3) For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal of auth orised representative) who is a successful past supplier of 'The Product' in at least one of the recent past t hree procurements (within SPMCIL/ BRBNMPL/BNPMIPL), who do not meet any or more of requirements ab ove, would also be considered to be qualified in view of their proven credentials, for the maximum quantit y supplied by him in such recent past to any units of SPMCIL. (This clause is not applicable for Security Ite ms as notified by Government of India from time to time.)
- **4) Joint Ventures and Holding Companies:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Fin ancial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such owners hip.

- **5) Development/ insufficient market capacity or Exceptional One-Off Cases:** These are those items which are either being newly developed where vendors are yet to be developed or for new / existing items where the capacity available in market is inadequate compared to our annual requirement s. Exceptional oneoff cases are such items/ Plant & Machinery which are procured infrequently (say once i n 3 years or longer periods). In such cases PQC Should be Decided with the approval of CFA in individual c ases.
- **6) Start-up Enterprises:** Requirements of prior experience and turnover would be relaxed for Start-up enterprises as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), subject to their meeting the quality and technical specifications. Such Start-ups maybe either MSE or otherwise.

## 7. Bill of Material:

- a. IT Network Administrator 1 Nos.
- b. IT Infrastructure Support Engineer 3 No
- c. Unskilled Labor 1 Nos.
- d. AMC Of PCs 185 Nos.
- e. AMC Of Network 4 Nos.
- f. AMC Of Server 2 Nos.
- g. AMC Of Laptop 2 Nos.

#### Participated bidders needs to quote price bid as per the Bill of material.

- 8. The 1nos. System admin and Network Administrator will be consider in High Skilled category, 3nos. deputed staff shall be considered under skilled category and 1 nos. under unskilled category.
- 9. All central govt. rates and rules shall be applicable. The deputed staff daily wages shall not be less than minimum wages of their respective category (High Skilled/Skilled/Unskilled) of central govt. during the peri od of contract.
- 10. Bidder shall comply all statutory/legal requirements such as Minimum wages PF, ESI, Bonus and all related labor laws required for engaging the staff in order to deliver the service.
- 11. Central Govt. labor laws shall be applicable for the contract.
- 12.The successful bidder shall be responsible for compliance of all statutory provisions relating to Minimu m Wages, Provident Fund, ESIC, Bonus etc. in respect of the persons deployed by it in BNP for the service delivery.
- 13. Please note that offers of firms quoting price less than minimum wages as notified by Central Govt shall be summarily rejected and will not be considered for evaluation.

# 14. Land Border Sharing:

The bidder has to submit undertaking that the operation of the company in Pakistan/China, should be suit ably firewalled from the contract/operations in India and no employee who has previously worked or has been posted in Pakistan/China, or is a Pakistani/Chinese national or is a person of Pakistani/Chinese origin should be engaged by the company for this project.

Any bidder from a country which shares a land border with India (excluding countries as listed on the web

site of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard:

"We have read the clause regarding restrictions on procurement from a bidder of a country

which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be

considered."

In tenders for Turnkey contracts including Works contracts, the successful bidder shall not be allowed to s ub-contract works to any contractor from a country which shares a land border with India unless such cont ractor is similarly registered with the Registration Committee constituted by the Department for Promotion

of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,; and solemnly certify that we are not from such a country or, if from such a country,

we are registered with the Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We here by certify that we fulfill all requirements in this regard and are eligible to be considered."

"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any p erson or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the description s of bidders stated herein before, including any agency branch or office controlled by such person, particip ating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established, or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- i) The beneficial owner for the purpose of (g) above will be as under:
- (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person
- (s). Who, whether acting alone or together, or through one or more juridical person, has a controlling owne rship interest or who exercises control through other means.
- (b) Explanation-
- 1) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, wheth er acting alone or together, or through one or more juridical person, has ownership of

entitlement to more than fifteen percent of capital or profits of the partnership.

3) In case of an unincorporated association or body of individuals, the beneficial owner is

the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial own er is the relevant n atural person who holds the position of senior managing official.
- 5) In case of a trust, the identification of beneficial owner(s) shall include identification of

the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and a ny other natural person exercising ultimate effective control over the trust through a chain of control or o wnership.

j) An Agent is a person employed to do any act for another, or to represent another in dealings with third p erson.

# 15. Anti-bribery clause:

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 the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance

# 16. Blacklisted Undertaking:

Undertaking/Declaration certificate that you are currently not suspended/Banned/Blacklisted by an y ministry/department of govt. of India or by any state govt. for business dealing.

#### 17. ZED & LEAN Certification:

Government of India has launched scheme for obtaining ZED & LEAN certification to MSE vendors. Accordingly bidders are requested to obtain these certification to ensure minimum wastage in production process which shall ultimately result In cost cutting & improvement in efficiency.

For further clarification & assistance bidders are requested to go through websit e of ZED & LEAN certification scheme, links of which are as follows:

ZED: https://zed.msme.gov.in/

LEAN: https://lean.msme.gov.in/

# NOTE: These certification shall not have any impact on eligibility criteria for qualification in tender.

## **Documents Checklist:-**

The participating bidder has to submit the documents as per following mentioned order:-

- 1. Latest Udyam Certificate (only if applying for MSE purchase preference or EMD exemption)
- 2. Eligibility documents -
- a. For MSE/ Startup Firms: Capability :- As per Eligibility Criteria mentioned in the Bid Document.
- b. For Other Firms: Experience and Past Performance :- Purchase Order copy(s) along with Tax In voice(s) with self-certification by the bidder that supplied against the in voices have been execute

- d. Any other document in support of order execution like work completion certificate etc.
- 3. Documents regarding Financial Standing: Balance sheet and Profit & Loss Statement for last 03 financial years ending on 31 st March 2024 duly certified by Chartered Accountant.
- 4. Sealed and Signed GeM Bid (Tender) Document.
- 5. Sealed and Signed Scope of work (as attached in the bid document.)
- 6. Undertaking/Declaration certificate that you are currently not suspended/Banned/Blacklisted by any ministry/department of govt. of India or by any state govt. for business dealing.
- 7. Land border Undertaking.

#### 10. **Note**:-

- a) After accepting the contract additional SD must be deposited by firm whenever financial implication would be amended due to minimum wages revision/increment of working days/increment of manpower strength etc.
- b) Participating bidder needs to submit all related documents along with the bid.

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# 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.
- 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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---