

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-03-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-03-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Economic Affairs
संगठन का नाम/Organisation Name	Security Printing And Minting Corporation Of India Limited (spmci)
कार्यालय का नाम/Office Name	3rd Floor Tower G World Trade Centre Nauroji Nagar
वस्तु श्रेणी /Item Category	Custom Bid for Services - Recovery of broke from rejected sheets
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Facility Management Services - LumpSum Based Facility Management Service - Outcome Based
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	2520000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	Indusind bank
ईएमडी राशि/EMD Amount	50400

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Indusind bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). 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।/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.

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

लाभार्थी /Beneficiary :

Narmadapuram
Security Paper Mill Gate No. 2 Narmadapuram
(Security Paper Mill)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /

Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. 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 on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. 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.

9. 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.

10. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

11. 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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Financial Document for Engaging of an Agency for Recovery of Broke from Rejected Sheets at SPM, Narm - [1767854195.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1767854346.pdf](#)

Payment Terms:[1770201153.pdf](#)

GEM Availability Report (GAR):[1767854373.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1767854380.pdf](#)

Custom Bid For Services - Recovery Of Broke From Rejected Sheets (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Recovery of broke from rejected sheets
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Biplab Basak	461005,Security Paper Mill ,Narmadapuram , Madhya Pradesh	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Forms of EMD and PBG

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

Security Paper Mill
payable at
Narmadapuram

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

3. **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

Security Paper Mill Narmadapuram

. 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

4. **Forms of EMD and PBG**

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

Security Paper Mill
payable at
Narmadapuram

. 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.

5. **Forms of EMD and PBG**

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

Security Paper Mill Narmadapuram

Account No.

201003487038

IFSC Code

INDB0000449

Bank Name

Indusind Bank

Branch address

Ground Floor, Sat Rasta, Main Road, Narmadapuram (M.P) 461001

. 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.

6. **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

Security Paper Mill
payable at
Narmadapuram

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. **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

Security Paper Mill Narmadapuram

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the 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.

8. 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

Security Paper Mill Narmadapuram

Account No.

201003487038

IFSC Code

INDB0000449

Bank Name

Indusind Bank

Branch address

Ground Floor, Sat Rasta, Main Road, Narmadapuram (M.P) 461001

. 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.

9. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

Scope of Work

1) Collection of rejected sheets in each shift (A/B/C) at minimum two sides of the rejection gate:

- Collection & Piling of Rejected sheets in non-uniform way from PASABAN Cross-cutter during running of Sheeter at max. Speed up to 350 MPM (meter per minute) over Floor/Wooden Bottom.
- Folding of sheets & sheets with joints (splice) need to be separated during piling and piling should be done in a way that NOTCH side should align in same direction for all sheets present in pile.
- It must be ensured that all/maximum rejected sheets received from PASABAN Cross-cutter rejection gate must be piled up without affecting the run-ability of machine due to jamming/overflow of sheets and keeping minimum losses.

2) Shifting of non-uniform piled rejected sheets to Jogger available at PM#5 Finishing End using hydraulic hand pallet.

3) Jogging of non-uniform piled rejected sheets to be done to make Uniform piled stack of Rejected sheets in A & B shift only.

4) Uniform piled stack of Rejected sheets to be shifted to Guillotine Machine available at PM#5 Finishing End or Shredder & Briquetting Machine (whichever is available) using hydraulic hand pallet.

5) Separating/Cutting threaded portion from uniform piled stack of rejected sheets using available Guillotine machine in A&B shifts.

6) After guillotine, segregation of thread portion and broke portion in two different boxes is to be done.

Note: Guillotine machine to be operated with complete safety and ensuring zero scope of threaded portion into broke part & zero risk of accident. To be ensured by deputed supervisor.

7) Shifting of threaded portion to Shredder & Briquetting machine and broke portion to Broke pulper available at PM#5 Machine House using hydraulic hand pallet.

Note: Before shifting broke portion to PM#5 Machine House, that broke must be weighed at weighing scale available at PM#5. To be ensured by deputed supervisor.

8) Firm should depute a supervisor in A & B shift, who will coordinate & monitor to execute work as mentioned above & keep a watch to ensure zero deficiency in work.

· Supervisor should maintain the record of broke Weight generated in a shift/day

· Supervisor of the shift always maintain the tentative list of work; day to day work shall be conveyed by section/shift in-charge.

9) Dress code (Shirt and Pant) along with safety shoes and Photo ID card shall be provided by the contractor to each person's working under this contract.

10) The contractor shall not change the workers frequently, before changing any persons training shall be provided to the worker by the contractor on his own expense at SPM and also intimation for the same shall be given the concern department.

11) All the safety norms and proper discipline shall be strictly followed by the contractor/supervisor as well as the deputed workers.

12) Machine/Tools/Consumables viz. Hydraulic hand pallet, Jogger, Guillotine Machine, Wooden Bottom, Boxes will be in scope of SPM, Narmadapuram.

13) Operation of Guillotine Machine to be done by personnel having essential qualification as per Govt. norms.

14) In case of break-down in any machine used in this work, then work to be executed manually till that machine gets ready by maintenance department.

16) Extra care to be done to prevent mixing of rejected sheets with good sheets pile during any stage of broke recovery. To be ensured by deputed firm supervisor.

Work Execution:

As per the requirement above described work is to be executed in three shifts as follows:

Sr. No.	Shift	Timing	Work
1	A shift	6:00 AM to 2:00 PM	Piling, Jogging, Guillotine
2	B shift	2:00 PM to 10:00 PM	Piling, Jogging, Guillotine
3	C shift	10:00 PM to 6:00 AM	Piling of Rejected Sheets

Any miscellaneous task required for completion of this work during shift will be in scope of service-provider.

This is tentative deputation plan and may change depending upon need of plant & discretion

on of PM#5 Management.

Note: In addition to above, if the contract labours are involved in the said services then service provider has to comply the following clauses:

1. The service provider has to comply with 'Contract Labour (Regulation and Abolition) Act'.
2. Workmen's Compensation Act.

10. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

List of Requirements

(1) **Required Terms of Delivery:** FOR Security Paper Mill, Narmadapuram (Duly Unloaded)

(2) **Destination:** Security Paper Mill Narmadapuram, Madhya Pradesh - 461005

(3) Payment Terms

(i) Payment will be made on actual weight of Broke recovered (KG) by firm on monthly basis.

(4) **Liquidated Damages (LD) Clause:** If the contractor fails to deliver the goods and/or services or any installment thereof within the Delivery Period, SPM Narmadapuram shall, without prejudice to other rights and remedies available to SPM, Narmadapuram under the contract, deduct from the contract price, as Liquidated damages, a sum equivalent to the rate of 0.5 Percent 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.

(5) **Warranty (as per clause no. 16 of GCC) - NA**

(6) **Anti-Bribery Management System (ABMS):** By participating in this tender, the suppliers/Vendors/ Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from any one 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.

(7) The terms and conditions, guidelines of SPMCIL Procurement Manual Version 3.0,2024 will be applicable to this bid at any stage to avoid any conflict at later stage.

(8) Kindly refer General Instructions to Tenderer (GIT) and General Conditions of Contract (GCC) of SPMCIL Procurement Manual Version 3.0 for additional terms and conditions as per the links given below:

GIT: <https://www.spmcil.com/wp-content/uploads/2024/06/GIT-3.0-1.pdf>

GCC: <https://www.spmcil.com/wp-content/uploads/2024/06/GCC-3.0-1.pdf>

(9) **Arbitration, Dispute Resolution and Negotiation:** As per SPMCIL Procurement Manual Version 3.0,2024.

- (10) **GST Return:** Supplier should file the GST returns for outward supplies in time. SPM reserves the right to withhold the payment of further supplies till production of evidence of filing of Returns.
- (11) SPM (as Buyer) is liable to deduct TDS u/s 194Q @ applicable rate on goods purchases (if applicable). In case of deduction of TDS under section 194Q; the Supplier (Vendor) need not to charge TCS u/s 206C (1H) on invoicing on or after 01.07.2021.
- (12) Vendor has to submit declaration on their letter in specified format (refer Annex I of Buyer added Specific ATC) for the compliance of **Section 206AB** of Income Tax Act, 1961. In case of non-submission of declaration; TDS will be deducted at higher rates (as applicable) as per section 206AB.
- (14) **Blacklisting and Deviation:** Vendor has submit declaration on their letter head in specified format (refer Anx II of Buyer added Specific ATC) to the effect as mentioned in the declaration.
- (15) **Land Border Sharing:** Vendor has submit declaration on their letter head in specified format (refer Anx III of Buyer added Specific ATC) to the contained effect as mentioned in the declaration.
- (16) Bidder shall submit duly sealed & signed copy of Technical Specifications and/or Scope of Work as a token of acceptance of the same.

(17) **Pre Qualification Criteria**

a. **Experience & Past Performance:** The bidder should have experience of having successfully completed similar kind of services for the estimated tendered quantity/value of at least 1,80,000 Kg/ Rs. 10.08 Lakhs , in any one of the last five years ending on '**31.03.2025**'

b. **Capability:** The bidder must have capability to provide the relevant services. MSE/Startup firms should be registered for supply of Manpower.

c. **Financial Standing:** The average annual financial turnover of the bidder during the last three years, ending on '**31.03.2025**', **should be at least Rs. 10.08 Lakhs** as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India.

i) The net worth of the Bidder should not be negative on '**31.03.2025**' and also

ii) should not have eroded by more than 30% in the last three years, ending on '**31.03.2025**'.

Note 1: To ascertain this criteria net worth of initial and last financial year should be compared.

Note 2: For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempted.

(18) The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.

(19) The Service Provider shall maintain all statutory registers under the Law and

d shall produce the same, on demand, to the Buyer Department or any other authority under Law.

(20) The Service Provider must ensure timely payment of monthly salaries and all statutory entitlements to deployed manpower in compliance with the applicable laws and then submit the monthly bill along with documentary proofs (Invoice, Attendance Sheet, Salaries Payment Proof, etc.) for release of the payment from the Buyer.

(21) The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.

(22) The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.

(23) The Service Provider must be EPF/ESIC registered firm and has to submit documentary proof of registration. Firm has also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.

(24) The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.

(25) The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning & justification.

(26) The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.

(27) All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.

(28) **Statutory and contractual obligations to be complied with by the contractor:** The service provider mostly works within the premises of the Procuring Entity, along with a staff of the Procuring Entity. Many services are subject to various statutory provisions relating to labour, taxation, Workmen's Safety, Women Labour, Private Security Agencies, Environmental Protection, Mining, Forest clearance, Employment reservations, etc.

(29) The bidder must have a Service Tax Number, ESI, EPF Registration Certificate and Registration Declaration of ownership under the Indian Registration Act 1908 and Labour License and PAN (Income Tax). Moreover, the Procuring Entity itself may have its own regulations about safety, security, confidentiality, etc. All such statutory and contractual obligations must be listed so that price implications and compliance are taken care of by the bidder.

(30) SPMCIL reserves the right to terminate the contract, in whole or in part for its (SPMCIL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of SPMCIL. The notice shall also indicate inter-alia, the extent to which the supplier's performance General Conditions of Contract (GCC) 414 SPMCIL under the contract is terminated and the date with effect from which such termination will become effective.

(31) The bidder has to submit undertaking on their letter head confirming the compliance of 'Contract Labour (R&A) Act' and ' Workmen's Compensation Act.'

(32) From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact SPMCIL for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

(33) It will be treated as a serious misdemeanour in case a tenderer attempts to influence SPMCIL's decision on scrutiny, comparison, evaluation, and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions.

(34) All participating firms/bidders are required to submit a duly signed Non-Disclosure Agreement (NDA) as part of their tender submission. Submission of the Non-Disclosure Agreement is mandatory. Bidders who fail to submit the NDA, duly signed and stamped by an authorized signatory, shall be liable for rejection of their bid without further evaluation. (Format attached in ATC doc)

(35) Contractor has to comply with Labour laws in the contract -

a The Code on Wages, 2019;

b The Industrial Relations Code, 2020;

c The Code of Social Security, 2020; and

d The Occupational Safety, Health and Working Conditions Code, 2020.

(36) SAFETY PRECAUTIONS

- a) The Service Provider shall observe all applicable regulations regarding safety on the Buyer's premises.
- b) The Service Provider shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Buyer or to others, working at the Buyer's premises.
- c) The Service Provider shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Buyer or other Contractors

under any circumstances, whatsoever, unless expressly permitted in writing by Buyer to handle such fuses, wiring or electrical equipment.

- d) No electric cable in use by the Buyer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- e) It is mandatory for the Service Provider to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

(37) SAFETY RULES

- i. Each employee shall be provided with initial indoctrination regarding safety by the Service Provider, so as to enable him to conduct his work in a safe manner.
- ii. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- iii. Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- iv. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas.
- v. Employees under the influence of any intoxicating beverage, even to the slightest degrees shall not be permitted to remain at work.
- vi. The employees when working around moving machinery must not be permitted to wear loose garments.
- vii. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- viii. The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
- ix. Proper Uniform must be provided to employees is compulsory
- x. The Officer-in-Charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Service Provider shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly.

12. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-

compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

---धन्यवाद/Thank You---