



Bid Number: GEM/2022/B/2210662  
Dated: 09-06-2022

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	09-07-2022 15:00:00
<b>Bid Opening Date/Time</b>	09-07-2022 15:30:00
<b>Bid Offer Validity (From End Date)</b>	80 (Days)
<b>Ministry/State Name</b>	Ministry Of Finance
<b>Department Name</b>	Department Of Economic Affairs
<b>Organisation Name</b>	Security Printing And Minting Corporation Of India Limited (spmciil)
<b>Office Name</b>	Janpath
<b>Item Category</b>	Custom Bid for Services - Refilling of Nitrogen Gas Cylinders
<b>Contract Period</b>	1 Year(s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required</b>	Yes

#### EMD Detail

Required	No
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#### ePBG Detail

Required	No
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#### Splitting

Bid splitting not applied.

### MSE Purchase Preference

MSE Purchase Preference	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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

### Additional Qualification/Data Required

**Scope of Work:**[1653549268.pdf](#)

**Service Level Agreement (SLA):**[1653549270.pdf](#)

**Payment Terms:**[1653549275.pdf](#)

**GEM Availability Report ( GAR):**[1653549587.pdf](#)

**Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):**[1654768973.pdf](#)

### Custom Bid For Services - Refilling Of Nitrogen Gas Cylinders ( 1 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Refilling of Nitrogen Gas Cylinders
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

## Additional Specification Documents

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement ( to be chosen 1 in all circumstances)	Additional Requirement
1	Neeraj Kumar	461005,Security Paper Mill ,Hoshangabad , Madhya Pradesh	1	N/A

## Buyer Added Bid Specific Terms and Conditions

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**i. Nitrogen Gas: 3000 Cmt.**

**ii. Hydrostatic Test & Repainting: 33.0 no's.**

**iii. Nitrogen Cylinder Valve: 33 no's**

**iv. Place of work: SPM, Narmadapuram.**

**v. Period of Contract: One (01) year (365 days)**

**vi. F.O.R.: SPM, Narmadapuram, Door Delivery duly unloading.**

**vii. Required Delivery Schedule:** At a time minimum 10-20 nos. cylinders have to be refilled as when as required by user department. The refilled Cylinders should be delivered within 07 days after picking empty cylinders from SPM.

**viii. Payment Terms:** 100% payment shall be made on receipt and suitability of material and service on production of all required documents by supplier by RTGS/NEFT only.

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

**GIT:** <https://spmcil.com/uploaddocument/GIT/new.pdf>

**GCC:** <https://spmcil.com/uploaddocument/GCC/new.pdf>

**x.** 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.

**xi.** Vendor has to submit declaration in specified format 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.

**xii. GST Return:** Supplier should file the GST returns for outward supplies in time. In case of any Input Credit Loss to SPM by way of their failure to file GST Returns in time, SPM reserves the right to withhold the payment of further supplies till production of evidence of filling of Returns.

**xiii. Manufacturer Authorization Certificate:**

(a) If the bidder firm is manufacturer then firm has to submit the valid registration certificate.

(b) If the bidder firm is not the manufacturer then firm has to submit the valid manufacturer's authorization certificate/valid dealership certificate of the item supplied as per the standard form duly filled by OEM as per Annexure-XIV (refer Buyer added Specific ATC) of this tender document.

**xiv.** Bidder shall submit duly seal & signed copy of **SPECIFICATIONS, TERMS & CONDITIONS AND SCOPE OF SUPPLY.**

**2. Buyer Added Bid Specific ATC**

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

**3. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**4. 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.

**5. Generic**

**Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [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 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.

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.

---Thank You---



## **SPECIFICATIONS, TERMS & CONDITIONS AND SCOPE OF SUPPLY**

### **Title: Refilling of Nitrogen gas Cylinders, Hydrostatic Test & Repainting and Nitrogen Cylinder Valve for 01 Year**

- 1) Nitrogen Gas: 3000 Cmt
- 2) Hydrostatic Test & Repainting: 33.0 no's
- 3) Nitrogen Cylinder Valve: 33 no's
- 4) Place of work: SPM, Narmadapuram.
- 5) Period of Contract: One (01) year (365 days)
- 6) F.O.R.: SPM, Narmadapuram, Door Delivery duly unloading.
- 7) **Required Delivery Schedule:** At a time minimum 10-20 nos. cylinders have to be refilled as when as required by user department. The refilled Cylinders should be delivered within 07 days after picking empty cylinders from SPM.
- 8) **Payment Terms:** 100% payment shall be made on receipt and suitability of material and service on production of all required documents by supplier by RTGS/NEFT only.
- 9) **Liquidity 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 contractor 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 along with applicable GST of 18% on the LD amount for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (plus GST on the LD amount) of the delayed goods or services.
- 10) **SCOPE OF WORK:**
  - i. Refilling of 3000 cmt commercial grade Nitrogen Gas purity 99.99% in slots.
  - ii. Firm has to provide vehicle for transportation of Nitrogen cylinders for refilling job.
  - iii. Firm has to take empty Nitrogen cylinders from SPM, Narmadapuram site and has to deliver refilled nitrogen cylinders at SPM Narmadapuram site within seven (07) days after issuing empty cylinder.
  - iv. At a time minimum 10-20 No's cylinders have to be refilled as when as required by SPM.
  - v. Loading & unloading of Nitrogen cylinders are in the scope of Firm.
  - vi. Firm has to provide all legal documents related to vehicle and driver like Driving license, vehicle fitness certificate, vehicle registration certificate, vehicle insurance etc. at the time of pickup & delivery of Nitrogen Gas Cylinder.



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- vii. In case, any cylinder/s is/are found damage or in unserviceable condition, damage part (Cylinder Valve) to be changed by the Firm after confirmation from SPM, Narmadapuram.
- viii. Successful bidder will be informed for above said jobs at least 2-3 days before through telephone or email.
- ix. Hydrostatic Test & Repainting along with Numbering of 33 Nos. Nitrogen cylinders of capacity to be done by the firm and necessary test certificates to be provided to SPM.

**11) Test Certificate:**

Laboratory test Certificate of Nitrogen Gas purity should be provided by the bidder for each supply of Nitrogen Gas Cylinder (If it is not provided with the supply of Nitrogen Cylinder than the supply will be rejected).



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## Section XI: Price Schedule

OFFER FORM for Tender No ..... Date of  
opening..... Time..... Hours.....

We..... hereby certify that we are established firm of  
manufacturers / authorised agents of M/s...with factories at  
.....which are fitted with modern equipment and where the  
production methods, quality control and testing of all materials and parts manufactured or used by us are open to  
inspection by the representative of .....(Name of Purchaser)..... We hereby offer to supply the following items at  
the prices indicated below:

The Price bid should clearly indicate the break-up of the price as under:-

S. No.		Item No. 01	Item No. 02	Item No. 03
	Price Break Up	Nitrogen gas	Hydrostatic Test & Repair	Nitrogen Cylinder Valve
	HSN/SAC Code No. for each item	-----	-----	-----
		Rate quote for per CMT	Rate quote for per nos.	Rate quote for per nos.
1	Basic Price per CMT / nos.			
2	GST in % only on "1"			
3	<b>TOTAL (1+2)</b>			
4	Any other charges if any			
5	<b>Total (3+4)</b>			
6	Total Quantity	<b>3000 CMT</b>	<b>33 Nos.</b>	<b>33 Nos.</b>
7	Total Price (F.O.R, SPM, HOSHANGABAD) (in figures only) (5 X 6) Rs.			
8	Grand Total Price (Item No. 1 + Item No. 2 + Item No. 3) (in figures)			
9	Grand Total Price (F.O.R, SPM, HOSHANGABAD) (in words only) Rupees.			

1. **Scope of Work** : Procurement of Nitrogen Gas & Cylinder Valves  
as per Section-VII.





**2. Taxation Details:**

- a. PAN number
- b. Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.)
- c. GSTIN number
- d. Registered Address as per GST registration and Place of Delivery for GST Purpose
- e. Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts)

3. It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in Section VII & VIII – Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us..

4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of \_\_\_\_\_ days from the date of opening of tender (i.e., upto \_\_\_\_\_), We shall be bound by the communication of acceptance despatched.

5. Earnests Money/Bid Guarantee for an amount equal to \_\_\_\_\_ is enclosed in form of \_\_\_\_\_ (form and reference number, date) as per the Tender Documents.

6. The method of evaluation of L1 criteria for awarding the contract shall be on consolidation offer by the bidder item wise and BE DECIDED TAKING INTO CONSIDERATION OF TOTAL OFFERED PRICE

7. TCS (u/s 206C (1 H) of IT Act is not applicable, as SPM will deduct TDS u/s 194Q.

Dated .....

Signature and seal of *Manufacturer/Bidder*

**Note:**

- (i) The Bidder may prepare their own offer forms as per this proforma.
- (ii) No change in the proforma is permissible.
- (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the bidder.
- (iv) Figures in Columns 5 to 7 (both inclusive) and in Break-up of price in column 6, should be in both figures and words.
- (v) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.

**ANNEXURE-I****Declaration for Section 206AB of TDS under income tax Act, 1961***(to be submitted on Letter Head)*

Vendor Code: \_\_\_\_\_

M/s \_\_\_\_\_

PAN \_\_\_\_\_ GSTIN \_\_\_\_\_

I/We \_\_\_\_\_ &lt;Legal Name and complete address &gt; \_\_\_\_\_

PAN: \_\_\_\_\_ &lt;PAN no.&gt; \_\_\_\_\_, TAN: \_\_\_\_\_ &lt;TAN

no.&gt; \_\_\_\_\_, referring to the provisions of 206AB of the IT Act, 1961, hereby

declare the following:-

Financial Year	Aggregate TDS & TCS credit in our name was Rs. 50,000 or more ("Yes / No")	Income Tax Return ("ITR") Filed ("Yes/No")	E-filing Acknowledgment Number (15 digit - numeric) (Attach copy of acknowledgments)	Date of Filing of Return of Income u/s 139(1) (DD/MM/YYYY)	Linked PAN with Aadhaar number or will link it before 30 Jun 2021 (or any further date as may be notified by CBDT ("Yes / No"))
2019-20					
2020-21					

We do hereby declare that to the best of my /our knowledge and belief what is stated above is correct, complete and is truly stated. In case there is a tax liability, interest or penal consequences which are levied on SPM on account of the false representation/ declaration, I/we undertake to fully indemnify SPM for the same.

FOR \_\_\_\_\_

Authorized Signatory

Date:

**Note: In case the vendor failed to comply with the above provisions, TDS shall be deducted at the higher of the following rates, namely: -**

- (i) at twice the rate specified in the relevant provision of the Act; or
- (ii) at twice the rate or rates in force; or
- (iii) at the rate of five per cent (5%).

**(To be submitted on the Letter Head)**

**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 GIT, SIT, GCC, SCC, Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.
3. We are accepting all the terms and conditions of the tender document without any deviation and withdraw all deviations if any.

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....

**(To be submitted on the Letter Head)**

**DECLARATION  
(Refer GIT Clause No.3.5)**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that M/s..... (Firm's name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s..... (Firm's name) fulfils at requirements in this regard and is eligible to be considered." (Where applicable, evidence of valid registration by the competent Authority shall be attached)"

I, the undersigned, declare that the item ..... originates in..... (Name of the country).

Signature.....

Name.....

Designation.....

Date.....

Stamp of the Organization.....

(To be submitted on the letter head of the manufacturing firm)

**SECTION XIV: MANUFACTURER'S AUTHORIZATION FORM**

To,

Security Paper Mill, Narmadapuram  
A Unit of Security Printing & Minting  
Corporation of India Limited  
(Wholly Owned by Govt. of India)  
Narmadapuram

Ref: Your Tender document No ....., dated .....

We,.....who are proven and reputable manufacturers of  
..... (Name and description of the goods offered in the tender) having  
factories at ..... hereby authorize Messrs .....  
(name and address of the agent) to submit a tender, process the same further and enter into a  
contract with you against your requirement as contained in the above referred tender enquiry  
documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.....  
..... (name and address of the above agent) is authorized to submit a  
tender, process the same further and enter into a contract with you against your requirement  
as contained in the above referred tender enquiry documents for the above goods  
manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General  
Conditions of Contract read with modification, if any, in the Special Conditions of Contract for  
the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

.....  
.....

[Signature with date, name, and designation]

for and on behalf of Messrs.....

Name & address of the manufacturers

*Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*

**Checklist of Documents for Technical Bid**

<b>S. No.</b>	<b>Documents Required</b>	<b>Submitted (✓)</b>
1.	Earnest Money Deposit (EMD) (Exempted for MSME Firm)	( NA )
2.	Duly Seal & Signed Specifications, Terms & Conditions and Scope of Supply	( )
3.	Buyer added Specific ATC Declarations (Annexure-I, II & III)	( )
4.	Manufacturer/OEM Authorization Certificate	( )