

Bid Corrigendum

GEM/2022/B/2335573-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
4. **Dedicated /toll Free Telephone No. for Service Support :** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
5. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
6. Text Clause(s)

SCOPE OF WORK FOR HIRING OF SECURITY GUARD

Subject: Bids are invited from eligible and qualified bidders for hiring of agency for providing Hiring of security services round clock (Manpower) at India Govt. Mint, D-2 sector-1, Noida (UP). The details Technical description and quantity demanded for the procurement are mentioned below:

Hiring of Security Services round the clock for a period of 12 months with Terms and Conditions as under :

1. Security agencies providing the security guards need to be having PASARA License.
2. The Security Agency shall operate and provide security personnel to the Mint at its 2 sites on 7 days a week 8 hours shift round the clock. That the responsibility and liability for payment of wages and other

emoluments of any person of the Security guard shall be that of the Contractor, similarly the matter of leave and other facility to be given to the Security guards will be a matter between the Security guards and the Contractor.

3. DUTY HOURS: - 24 hours security divided into three shifts (including the night) (one shift = eight hours daily.) The duties of the security guards at a time will change every eight hours in rotation.
4. The location of deployment is Sector-23 Mudra Vihar and Sector 1 Township of the Unit. This shall mean a minimum 1 guard at each location should be deployed at any point of time. Hence for round the clock deployment a minimum 6 security guard (3 shifts * 2 locations) is needed.
5. Six (6) Security guards are required for round the clock for the tenure of 12 months with the estimated cost of **Rs.23,85,792/-(Twenty three lakh eighty five thousand seven hundred and ninety two rupees only)**.
6. If any of the personnel of the Security Agency indulges in theft, negligence or any illegal/irregular activities, misconduct, Chief General Manager Mint decision regarding disciplinary action shall be final.
7. The Security Agency shall keep liaison with the police /Local Authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.
8. All payment made by the Mint shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act,1961
9. The Security Agency shall submit on a monthly basis the bill for the services rendered to enable the Mint to verify and process the same.
10. The Contractor shall also ensure the supervision of the security guards/personnel posted/deployed at the Mint#s premises at regular intervals.
11. The personnel of the Security Agency shall always be tidily dressed in the uniform supplied by the Security Agency at its own cost. The pattern of uniform to be supplied by the Security Agency will be of a different pattern than as given by the Mint to its employees. Further the Security Agency shall issue identity cards on its own name and trading style, to its personnel deputed for rendering the said services,which at Mints option, and would be subject to verification at any time.The Mint may refuse the entry into its premises to any personnel of the Security Agency not bearing such identity card or not being tidily dressed.
12. The Mint shall always have the right and liberty to do surprise inspection at its sites.
13. The services rendered by the Security Agency under this agreement will be under close supervision, co-ordination & guidance of the Mint. The security agency shall frame appropriate procedure for taking immediate action as may be advised by the Mint from time to time.
14. It is clearly understood by the Security Agency that the person employed by the Security Agency for providing services as mentioned herein, shall be the employees of the Security Agency only and not of the Mint. The individual person to be employed for providing the said services shall be decided by the

Security Agency who shall be able to make payments to its said employees towards their monthly wages/salaries and other statutory due like EPF, ESI, minimum wages, bonus, gratuity etc.

15. Mint shall not be liable for any obligations/ responsibilities contractual, legal or otherwise, toward the Security Agencies employees or to the said employees directly and/or indirectly, in any manner whatsoever.
16. The employees/ personnel of Security Agency rendering the services under this contract shall never be deemed to be the employees of Mint in any manner whatsoever and shall not be entitled for employment, salary/wages, damages compensation or anything arising from their deployment by contractor for rendering the said services.
17. Security Agency shall obtain all registration/permission/license etc. Which are/ may be required under any labour or other legislation(s) for providing the services under this contract.
18. It shall be the Security Agency#s responsibility to ensure compliance of all the Central and state Government Rules and Regulations & all applicable labour laws with regard to the provisions of the Services. Under this contract The Security Agency indemnifies and shall always keep Mint indemnified against all losses, damages, claims actions taken against in any Authority/ office in this regard.
19. The Security Agency shall comply with the applicable provisions of all welfare legislations and more particularly with the contract Labour (Regulation and Abolition) Act, 1970. if applicable, for carrying out the purpose of this contract the Security Agency shall further observe and comply with all Government laws concerning employment by the Security Agency and shall duly pay all sums of money to such staff as may be required to be paid under such laws. Security Agency is fully responsible to ascertain understand the applicability of various Act, and take necessary action to comply with the requirements of law.
20. The Security Agency shall give an undertaking by the 22nd of preceding month in favour of the Mint that he has complied with all his statutory obligations.
21. The Security Agency shall at its own expenses make good any loss or damage suffered by the Mint as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any of the premises of the Mint or otherwise.
22. The security agency shall at all times indemnify and keep indemnified the Mint against any claim on account of disability/ death of any of its personnel caused while providing the security services within/outside the site or other premises of the Mint which may be made under the Workmen Compensation Act, 1923 or any other Acts or any other statutory Modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any working or other personnel of the Security Agency or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Security Agency or not, who provided or provides the services at the site or any other premises of the Mint as provided hereinbefore.
23. The Security Agency shall at all times indemnify and keep indemnified the Mint against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at Mint#s premises or before and after that.

24. The Security Agency shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this contract.

Note: If any of the terms & conditions above is not found fulfilled during the work contract, I.G. Mint NOIDA reserves the right to discontinue the contract without assigning any reasons thereof by providing a hearing to the contractor, if he wants so.

Additional Terms And Conditions

1. **Delivery Period:** Hiring of Agency for providing manpower services in on daily basis at India Govt. Mint, Noida Sector-23 Mudra Vihar and Sector 1 Township of the Unit for a period of one year (12 months).
2. The firm must have a functional office at any location of NCR, so as to have smooth coordination with deployed employees. In case the firm currently does not have a functional office in NCR, then it must give a declaration that it will establish a functional office /deploy a firm's representative in NCR.
3. The firm may be asked to raise the Invoice with GST under category of B to B for availing input credit.
4. In case of increase in minimum wages of Central Govt. subsequent to opening of the tender, then the increase amount of the wages including the corresponding PF/ESI share shall be revised in the contract by India Government. Mint, Noida.
5. Option clause: The order may be extended on same rate for 25% of total quantity.

(NOTE: Quantities mentioned above are illustrative / indicative and not exhaustive; the actual requirement may vary (increase / decrease) as per the need).
6. Age Limit: The Manpower deployed shall be between 18 years of age to 55 Years for all categories.
7. **Estimated Price:** The estimated price of the above procurement is Rs. 2385792/- including 18% GST.
8. **Taxes and Duties** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until completion of contracted period to India Govt. Mint, Noida. If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.
9. **Terms and Mode of payments** Payment shall be made as per GEM GTC after satisfactory completion of contractual obligation.
10. Please Provide scanned copy of cancelled cheque of Account in which payment is to be made & E-mail address also.
11. If found, any security breach by the contractor, will lead to:
 - a. Termination of Contract.
 - b. Payment of Damages
12. **Quantum of LD:** If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% 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' contract price(s). During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply. In all such cases GST would also be applicable on LD.

13. **Performance Bond/ Security:** The successful bidder shall furnish Security Deposit within 21 days of issue purchase order in the form of unconditional Bank Guarantee/ Account Payee Demand Draft, from any scheduled commercial Bank of India in favor of the "India Government Mint, Noida", for 3% value of the purchase order valid upto 60 days beyond the date of completion of all contractual obligations by the supplier, including the warranty obligations. Further, if bidder fails to furnish the required performance security within the specified period, he shall be liable to face suspension from participating in Tenders invited by any of the unit of SPMCIL for a period of one year from the time of such suspension.
14. **Earnest Money deposit (EMD):** The firms who are traders will not get exemption (EMD, Past Experience and Turnover) allowed for MSE firms under Public Procurement Policy (PPP) 2012. Further it is to clarify that Manufacturers/ Service providers who have valid MSME/NSIC (or any other designated agency authorized by GOI) Certificates are considered for exemption only if they are having valid registration for the primary category of products/services of the subject bid. Otherwise, they will be considered at par with non-MSE suppliers for all the purposes.
15. It may also be noted that only Micro and Small enterprises are eligible for exemption (EMD, Past Experience and Turnover) whereas Medium enterprises are out of purview of exemptions under PPP 2012. Hence, all the firms not covered for exemption under PPP 2012 are requested to submit the EMD preferably through account transfer to I.G Mint Noida Account (Account details are given below), though other mode of EMD submission as per GeM guidelines are also applicable, if firm is submitting BG, FDR etc. then it should reach physically to our address i.e., India Government Mint Noida, Block- D-2, Sector-1, Noida, UP-201301 within 5 days of bid opening else their offer is liable to be rejected.

Payee Name: India Government Mint Noida (A UNIT OF SPMCIL) COLLECTION ACCOUNT
A/C No.: 201003509051
IFSC CODE: INDB0000036
Bank Name: INDUSIND BANK LIMITED NOIDA BRANCH
Bank Address: N-10-11, SECTOR-18, NOIDA-201301

Note: If EMD is not applicable for any bid then also the above details will be of concern to the firms as Past Experience and Turnover are exempted only to valid MSE firms.

15. Kindly fill the attached **Annexure C** for evaluation of the bid.

Annexure - C

(Name of the firm)

FINANCIAL
STANDING OF THE
FIRM

The bidder should intimate their financial standing in the following format duly certified by a Chartered Accountant / cost Accountant

a) Average Annual turnover of the firm during last three years ending 31.03.2021. (Exempted for MSME firms)

Sl. No.	Financial Year	Turnover (in lakh)
1.	2018-2019	_____
2.	2019-2020	_____
3.	2020-2021	_____

b) Profit and Loss Account of the firm during last three years ending 31.03.2021.

Sl. No.	Financial Year	Profit/Loss (in lakh)
1.	2018-2019	_____
2.	2019-2020	_____
3.	2020-2021	_____

c) Net worth of the firm during last three years ending 31.03.2021.

Sl. No.	Financial Year	Net Worth (in lakh)
1.	2018-2019	_____
2.	2019-2020	_____
3.	2020-2021	_____

Corrigendum 1:

- 1.The estimated cost of the tender stands revised at Rs. 2612275.26 (including EPF, ESI, service commission etc and also including all taxes and duties).
2. Accordingly the EMD @2% of revised estimation shall be applicable (PBG shall be applicable @3% of the contract value).
3. The payment of wages to the employees will be done on per day basis (based on minimum wages fixed by concerned authorities).

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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)