

Bid Corrigendum

GEM/2022/B/2373957-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. **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 15% of total value.
3. **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.
4. **Buyer Added text based ATC clauses**
 - 1.1 Bidder firm must produce a certificate of having an existing & functional office in NCR of Delhi; failing which their bid will not be considered for further evaluation.
 - 1.2 The Service provider should have all the necessary valid documents needed for execution of manpower contract like EPF, ESI, Labour Licence, GST Certificate, Pan Card, ITR etc.
 - 1.3 the bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31/03/2020
 - 1.4 the net worth of the bidder should not be negative on 31/03/2021 and also (ii) should not have eroded by more than 30% in the last three years , ending on 31/03/2021.
 - 1.5 The bidder need to intimate their financial standing in attached format duly authenticated by a Chartered Accountant/ Cost Accountant.; failing which their bid will not be considered for further evaluation.
5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name India Government Mint Noida (A UNIT OF SPMCIL) COLLECTION ACCOUNT Account No. 201003509051 IFSC Code INDB0000036 Bank Name INDUSIND BANK LIMITED NOIDA Branch address Branch address N-10-11, SECTOR-18, NOIDA-201301.
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.

7. **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.
8. Text Clause(s)

SCOPE OF WORK FOR SKILLED AND UNSKILLED MANPOWER

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

List Of Requirement (Qualification & Experience)

Sr. No.	Category	NO.	Qualification	Experience (years)
1	SKILLED			
	Pharmacist	1	Red Crossed Certificate	10-15 Years
	MALI	1	NA	0-03 Years
	COOK	1	NA	5 Years
	ELECTRICIAN	1	(i) ITI from Electrician Trade with two years' experience. or (ii) Electrician License Holder with 5 years' experience.	2 Years
	BARBER	1	NA	3 Years
	Total	5		
2	UNSKILLED			
	Housekeeping staff	17	NA	0-03 Years
	OFFICE BOY	4	NA	0-03 Years
	Total	21		

1. **Delivery Period:** Hiring of Agency for providing manpower services in on daily basis at India Govt. Mint, Noida 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. 69, 98,109/- excluding 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.

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Terms and Conditions

1. In case any typing error/other clerical errors is noticed by the bidder, in the documents, the same must be pointed out and got clarified before submission of offer, or else, IGMN's interpretation shall prevail & shall be binding on the bidder.

2. Validity of rates : Once the contract is entered, the agreed agency service commission as quoted by the firm shall remain firm for the entire contract duration & will not vary on any account what so ever be the reason. However the contract value of the job contract will vary depending on the following: -

- a) Any changes in the monthly consolidated wages fixed by IGM Noida;
- b) The periodic minimum Wage/VDA increase, as and when notified by the central /State Government (whichever is higher) will be applicable in the contract and accordingly the monthly bill of the contractor will get amended;
- c) Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law.
- d) Payment to the contractor will be subject to TDS as per rules in force from time to time.
- e) Any changes in the quantum of GST, if applicable, due to statutory variation, the same shall be admissible during the tenure of the Contract.

The said service charge shall be quoted keeping in the mind that the statutory compliance of all labour laws / regulations must be complied by the contractor / agency. Tenderer must note that any false information/data or any suppression of acts will disqualify them even at a later stage also. The contractor will deploy trained and efficient workforce for the above job contract. In this connection, the contractor has to maintain a register for their record etc. and made available to

IGMN / Statutory authority as & when needed.

3. The Contractor shall confirm that he shall abide by and is willing to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of this Agreement and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award.
4. Penalty will be levied by IGMN as per relevant clauses of the tender on account of delay, violation of contract conditions and non-performance of the Contractor. The successful tenderer will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
5. The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the work premises of the Company and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place.
6. Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia be considered while evaluating the performance Timely rendering of services, Quality of works/services, Compliance with statutory requirements, Safety consciousness, Maintenance of staff in proper uniform.
7. Nodal officer for payment related compliance will be any finance officer nominated by competent authority of IGMN.
8. Payment authority will be GM, IGM Noida.
9. The Contractor shall perform the work assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor or If the contractor repeatedly violates the terms and conditions of the contract or fails to supply required number of manpower, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving 15 days' notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
10. In case the contractor/ Agency leaves the job before completion of the period of contract, I.G. Mint Noida shall be entitled to forfeit the security money deposited by the contractor/agency for the execution of this contract. The same shall be over and above the liquidated damages suffered on such account by I.G. Mint Noida. If any
11. IGMN will have no liability whatsoever concerning the workforce deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of workforce by the contractor.
12. The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or any loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same and failure on the part of the contractor/agency part to do so within a period of 30days, the loss shall be made by good by the encashment of bank guarantees, and if the amount of loss or damage exceed the amount of bank guarantee then remaining amount shall be recovered form amount standing due and payable to the contractor / agency.
13. Any controversy of dispute arising out of this contract shall be referred to the sole arbitrator for adjudication of dispute to be appointed by I.G. Mint Noida and/or any other officer authorized by I G Mint Noida on an application made to it within 30days of the arising of the dispute. To entertain ability of an application made after the period of thirty days shall be at the discretion of I G Mint Noida and / or any other officer authorized by I G Mint Noida The arbitration and conciliation act, 1996 shall apply and the venue of the arbitration shall ne New Delhi. The cost of arbitration shall be shared equally by both the parties.
14. Manpower supplier shall be responsible to ensure high integrity of the manpower supplied by it. Any personnel supplied by the agency, caught making theft shall be handed over to the local police as per law in addition to actions liable as contained in the terms and condition of the tender/contract. Manpower supplier should ensure that all administrative & security rules of the I.G. Mint, Noida must adhere by the personal supplied by the agency.

15. The terms and conditions contained herein shall form part of and shall take as if they were included in the contract agreement to be entered in to between I G Mint Noida with contractors.

16. The manpower supplier firm shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the Minimum Wages fixed by Central/ state Govt.; whichever is higher and a record of that should be kept in a register, which may be made available for examination as and when demanded.

17. In case of increase in minimum wages of central/state Govt. (whichever is higher) , 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 I.G. Mint Noida.

18. In case of any dispute, the decision taken by IGMN Management will be final and binding on the successful contractor. The workforce deployed by the contractor will have no right or claim for the permanent absorption in IGMN.

19. The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws imposed by govt. or any other concerned authorities with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970 & 1971, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his employees.

20. In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure:-

- a) That immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail.
- b) The workmen shall be insured against such accidents
- c) In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc.
- d) The insurance cover shall include the liability under the workmen's Compensation Act. and the company will not be liable to pay any compensation.

21. The Contractor shall be fully responsible for the timely payment of wages, provident fund, or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.

22. The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in to.

23. TERMINATION OF THE CONTRACT BY IGM NOIDA:

- a) If the Contractor stops the works for more than 3 days continuously, then the IGM NOIDA has the power to terminate the Contract without giving any notice whatever may be the reason. In this case the contractor has no power to claim compensation and their Security Deposit will be forfeited. The IGM NOIDA has the authority to complete the remaining works through other agencies. Decision of the IGM NOIDA in this regard is final
- b) The Chief General Manger, IGM NOIDA has the authority to terminate the contract in his sole discretion at any time by giving 15 days' notice to the Contractor without specifying any reasons thereof, and without prejudice to the rights of the Contractor to recover any claim or

damage or loss or money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof.

c) The contractor has no right to withdraw or leave the contract in mid-way before expiry of the term of the specified valid tenure of the contract

d) To enforce Fore-closure clause after placement of job orders by giving due notice of 15 days i.e. if at any time during the currency of the contract, the contractor can be terminated by the Chief General Manager, India Government Mint, NOIDA for any security reasons or unsatisfactory performance by the contractor, without giving any right to the contractor for any claim to be lodged against I.G. Mint, Noida.

e) If the contractor repeatedly violates the terms and conditions of the contract or fails to supply required number of manpower despite I G Mint NOIDA having served him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.

24. **WORKING TIME & NATURE OF SERVICES:** Timings will be as per the working of IGM Noida and may be changed at the discretion of the I.G. Mint Noida from time to time. Contractor will have to spread/stagger the duty hours of the personnel suitably in order to complete the various activities/items of work in time as scheduled.

25. The timing of the manpower shall be flexible depending upon the requirement. The duty hours of them shall be as directed by the concerned officer of I.G. Mint Noida whom they are attached to or by administration department (I.G. Mint Noida) and / or any other officer authorization by I.G. Mint Noida in this regard.

26. The contractor shall not render any extra services unless he receives specific written instructions in writing from the Head of Administration of concerned work premises.

27. IGMN will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective Administration Department.

28. The Contractor shall be held responsible for any damage / loss to the work premises / or the properties of the Company (i.e. missing or broken fittings, equipment's, furniture etc. and loss of such things) caused due to the negligence of his workforce and shall have to replace the same at his own cost. The decision and The amount determined by the officer nominated in this regard by the Company for fact finding shall be final and binding on the Contractor.

29. The contractor shall hand over a copy of all legal and statutory documents and records to IGMN for fulfilling any future requirement with the statutory authority.

30. The successful contractor shall comply to all statutory labour law regulations applicable to this contract like timely payment of prescribed wages and other amounts as and when becomes payable, depositing of PF, ESI, taking of insurance cover etc. for workforce deployed by the contractor for this contract. Any obligation on account of the above will be the liability of the Contractor.

31. The names of the workers to be supplied by the agency shall be made known to the authorities with their identity card / employment number, before commencing supply. The frequent changes in the manpower will not be allowed and strictly complied from the very first day of work. The agency shall deploy suitable personnel at all relevant time for rendering services and shall further maintain a list of the reserves police verification duly complied to provide the replacement and supplement the strength at short notice. The agency shall furnish such list to the officer authorized by I.G. Mint Noida every month. Agency should provide Police Verification/Antecedent & Character Certificate of the deployed manpower. The clearance of the local police with regards the antecedents of the persons deployed by it will be obtained by the agency before deployment of the personnel. The agency shall have his staff examined and medically checked prior to their deployment. Any person found medically unfit shall not be deployed.

32. **LABOUR LICENCE:** The successful contractor shall obtain labour license from appropriate Govt. by taking up the job on contractual basis under contract Labour (Regulation and Abolition Act, 1970) and submit the same to IGMN within 15 days of from the date of work order.

33. **IDENTITY:** The Contractor shall ensure that the work force/supervisors engaged by him must wear proper uniform without Pocket (as approved by IGM Noida) & display these I-cards prominently during

their duty period (as the same duly endorsed by the Company). Each work force shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the IGMN, in vogue from time to time.

34. CHARACTER VERIFICATION AND ANTECEDENCE: The contractor should get the character / antecedence of each and every workforce verified by the Police Authorities before deploying them at the job premises. This is to be checked by DY.M (HR) or any other official authorized by the I.G.Mint Noida.

35. PROVIDENT FUND: The successful bidder shall obtain Provident Fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at IGMN premises and other than IGMN premises which will be used only for tallying / verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in 01st week of April month.

36. ESI: The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue Latest digital ESI card to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at IGMN premises and other than IGMN premises which will be used only for tallying / verification that proper ESI deposit has been made. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 01st week of month of November & for the period of October to March in 1st week of month of May.

37. It may be further ensured that PDF if ECR (Electronic Challan-cum-Receipt) along with a copy of the Paid-in-Challan are submitted as documentary proof of having deposited the EPF.

38. The agency should provide the detail of UAN no. issued by PF dep. And Bank a/c detail of all manpower supplied by them.

39. HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT: In addition to the safety practices to be flowed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange First Aid Box at work.

40. TERM & MODE OF PAYMENT:

- a) All Minimum wages notified by Ministry of Labour & Employment, Chief Labour Comissioner (C), Govt. of India shall be applicable.
- b) Payment of Minimum wages for unskilled/skilled labours shall not be less than the minimum wages notified time to time by Office of the Chief Labour Commissioner (C), Govt. of India. The payment will be made by IGMN through RTGS / NEFT to the contractor after submission of their monthly bill duly certified by HR Dept. in three copies on prorata basis. Any variation will be adjusted from the next bill. Any deviation as reported by the supervisor will be taken care separately during the next month.
- c) If income tax is payable then the bill payment will be made after the deduction of such taxes. The TDS certificate will be provided to the Contractor accordingly. The contractor will provide PAN in bills.
- d) Any TDS or surcharge applicable to the contractor then as per rule the deduction from the bill will be made along with surcharge. The copy of the same will be provided accordingly.
- e) The payment(s) shall be made to the contractor through RTGS/NEFT and are subject to deduction of tax(s),Cess levy by any Government as per rules from time to time and will be made after the completion of every month on completion of the assigned work and after certification by user Section/Competent Authority. The bill must be submitted in triplicate. Further, the agency shall furnish a copy deposition of monthly EPF/ESI challans/ returns etc. with next bill, failing which amount as deemed fit by IGMN shall be with-held from the bill. Any variation will be adjusted from the next bill. Any deviation as reported by the supervisor will be taken care separately during the next month. The required strength of manpower for various works shall be as per actual manpower deployment and any increase/decrease there by in the actual manpower deployed shall increase/reduce the payment to be made proportionately as

per rates given in the agreement.

41. Contractor also has to issue wage slips to the labours before wages disbursement. Contractor need to maintain separate records for our establishment. Contractor has to also ensure timely deposit of PF and ESI as per the provisions of the act.

42. Monthly bill must be accompanied with the following documents: -

- a. Attendance sheet
- b. Payment Sheet / wage sheet containing details of payment of wage salary to their work force,
- c. Bank Transfer proof of wage payment
- d. EPF & ESI challan copies for the purpose of ensuring that contractor has complied with the statutory requirement.
- e. The bill must be submitted in duplicate.
- f. ECR (Electronic Challan-cum-Receipt) issued by EPFO.
- g. A undertaking that all the compliances under various labour law's being complied by the contractor.

43. The required strength of manpower under various categories shall be as per actual requirement and any increase/decrease thereby in the actual supplied manpower shall increase/reduce the payment to be made proportionately as per contracted rates.

44. The manpower supplier firm should make suitable arrangement for supervision of the manpower supplied and other related works.

45. The agency shall ensure that their staff supplied for service in I.G. Mint Noida premises shall be available during their duty hours as per the roster and they shall not leave their place of duty without authorization.

46. The agency shall deploy suitable personnel at all relevant time for rendering services and shall further maintain a list of the reserves police verification duly complied to provide the replacement and supplement the strength at short notice. The agency shall furnish such list to the officer authorized by I.G. Mint Noida every month.

47. The manpower supplier firm shall maintain a daily attendance register including the number and names of the workers engaged in the Mint for works as per scope of the contract. Also shall maintain all necessary registers as per mandatory requirement under the law of land.

48. The agency staff shall be responsible to provide immediate replacement of personnel who is not available on duty at the place of posting for any emergency and pressing reasons.

49. The I.G. Mint Noida authorities shall have the right to seek replacement of any staff of the agency by any other suitable person in case the staff is not discharging its services properly. The decision by I.G. Mint Noida shall be final and the agency shall comply with the same at the earliest.

50. The agency staff shall carry out such other legitimate duties as are entrusted to them from time to time.

51. The agency shall not engage any sub-contractor or transfer the contract to any other person.

52. I G Mint Noida is not responsible for any dispute of manpower supplied, and the manpower so provided shall not be in any way is the employees of India Government Mint, Noida.

53. The manpower supplier firm has to display notices showing the rates of wages, hours of work, wage period, dates of payment of wages, names and addresses of the inspectors having jurisdiction, and date of payment of unpaid wages, in Hindi, in conspicuous place at the establishment and work site. One copy of such notices should be sent to us under acknowledgement.

54. The manpower supplier firm shall be governed by the laws of India/U.P.Govt. And interpretations in accordance with such laws. It shall be the responsibility of the contractor/agency to comply with all

labour laws/ regulations applicable with respect to its staff working under the arrangement as is envisaged under the tender. The contractor/agency shall further undertake to indemnify I.G. Mint Noida of any liability incurred by it on account of non-adherence to labour laws/regulations by it.

55. In case of disputes for nonpayment of wages to the supplied manpower or any other disputes, the payment due to the manpower supplier firm can be withheld till settlement of the disputes by the board or on the orders of the court of law.

56. Companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the contractor and it shall not involve I G Mint Noida in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.

57. The earnest money (if applicable) of the tenderer whose tender is not accepted will be refunded without any interest thereon within month of award of the security contract.

58. The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contract or on Job Contract Basis under this Agreement.

59. Liquidated damages/Penalty: - In case of short deployment of the Agency, the contractor shall be liable for a penalty which may extend up to Rs. 5000/- Per month. If short deployment of manpower is below than 90% of Present days out of total working days per month this clause may applicable. If job work is not completed in time, Mint reserves the right to procure or complete the work from any alternate source at the risk and cost of the supplier. The manpower supplier firm shall have to engage the required number of manpower and in case required number is not available on any day without proper and acceptable reason Mint can impose penalty on manpower supplier firm as it thinks fit.

60. It shall be the sole responsibility of the contractor to ensure safety to all his workers. The Contractor will be required to extend the benefits of employees Compensation Insurance policy to all of his workmen engaged for the said job.

61. The manpower supplier firm shall be responsible for all injuries and accidents to persons employed by him. The workmen shall be insured against personal accidents arising out of and during the course of their duties. In the event of injury, illness or mis-happening to any worker, the company will not be liable to pay any compensation. The insurance cover shall include the liability under the employees Compensation.

The deployed manpower should be:

- i.) Physically fit.
- ii.) Obedient with good behavior.
- iii.) Regular on duty.
- iv.) Able to work in any section as per requirement.
- v.) Keep secrecy of the work.
- vi.) Be in Uniform.

Note:

1. All experience, past performance and capacity/capability related data/document should be certified by the authorized signatory of the Bidder firm. The credentials regarding experience and past performance to the extent required as per the above eligibility criteria as submitted by the Bidder may be verified from the parties for whom work has been done.

2. All financial standing data should be certified by certified accountants e.g. Chartered Accountants (CA) in India and Certified Public Accountant/ Chartered Accountant of other countries.

MOST IMPORTANT NOTE: BIDDER TO FURNISH STIPULATED DOCUMENTS ALONG WITH TENDER IN SUPPORT OF FULFILLMENT OF QUALIFYING CRITERIA. FURTHER CORRESPONDENCE IN THIS REGARD WILL NOT BE ENTERTAINED FOR ANY REASON. NON- SUBMISSION OR INCOMPLETE SUBMISSION OF DOCUMENTS SHALL LEAD TO REJECTION OF OFFER.

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 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.82,40,360.99 (including EPF, ESI, service commission etc and also including all taxes and duties).

2. Accordingly the EMD @2% of revise 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](#)