



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5729146  
Dated/दिनांक : 04-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-01-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-01-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Economic Affairs
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmci)
Office Name/कार्यालय का नाम	Madhya Pradesh
Item Category/मद केटेगरी	Operation and Maintenance Of Electrical Systems/Electrical Installations - 1
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	2872338.4

**Bid Details/बिड विवरण**

<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	57447

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

General Manager and HOD  
madhya pradesh, Department of Economic Affairs, Security Printing and Minting Corporation of India Limited (SPMCIL), Ministry of Finance  
(K.n.mahapatra)

**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	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" subject to meeting of

quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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/अतिरिक्त योग्यता /आवश्यक डेटा**

**Please upload scope of work:**[1734603860.pdf](#)

#### **Operation And Maintenance Of Electrical Systems/Electrical Installations - 1 ( 1 )**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification</b>	<b>Values</b>
<b>Core</b>	
Operation And Maintenance Service Is Required For	1
Type of Annual Maintenance Service Provider required	1
Status/condition of equipment/machine/system (At the time of bid)	Functional but outside AMC and Warranty
Cost of consumable/Material	Consumable to be provided by the buyer
Cost of spare parts	Spare parts to be provided by the buyer
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Number of Dedicated managerial/supervisory staff required	NA
Duty hours of dedicated mangerial/supervisory staff	NA
Working days in a week for mangerial/supervisory staff	NA
Number of dedicated skilled manpower required	7
Duty hours of dedicated skilled manpower	NA

Specification	Values
Working days in a week for skilled manpower	NA
Number of dedicated semi-skilled manpower required	NA
Duty hours of dedicated semi-skilled manpower	NA
Working days in a week for semi-skilled manpower	NA
Number of dedicated unskilled manpower required	NA
Duty hours of dedicated unskilled manpower	NA
Working days in a week for unskilled manpower	NA

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Additional Requirement/अतिरिक्त आवश्यकता
1	Subhash Kumar	455001,General Manager Admin Office , Bank Note Press, Dewas	1	<ul style="list-style-type: none"> <li>Number of months for which Operations &amp; Maintenance service is required during contract period : 12</li> </ul>

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

**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. **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.

## 3. **Forms of EMD and PBG**

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

The General Manager  
payable at  
Bank Note Press Dewas

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

## 4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

The General Manager Bank Note Press Dewas

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

## 5. **Forms of EMD and PBG**

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

The General Manager  
payable at  
Bank Note Press Dewas

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

## 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

The General Manager  
payable at  
Bank Note Press Dewas

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

## 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

The General Manager Bank Note Press Dewas

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## 8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Participating bidder should submit unconditional acceptance of all the bid conditions including scope of work, payment terms etc.
2. **Non-disclosure undertaking:-** Participating bidder should submit non-disclosure undertaking for or not sharing the privacy of the organization (bidder or their personnel) to other firms/ person etc. by any mode of means.
3. **Payment**

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

100% payment will be done after receipt of satisfactory report from user department and on production of

all required documents by the firm.

The payment will be done through RTGS Only

Paying Authority: HOF, Bank Note Press Dewas

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

Name:

Account Number:

IFSC Code:

Address and Branch Details:

4. The bidder firm has to submit the documents as per the below eligibility criteria and the evaluation will be done considering the same:-
  - a. **Experience and Past performance:** The bidder should have experience of having successfully supplied the manpower services for at least 1008 man days in any one of the last five years ending on 31.03.2024.
  - b. **Capability:** The bidder must have capability to provide the relevant services
  - c. **Financial Standing:**
    - i. The average annual financial turnover of the Bidder firm during last three years ending on 31st March 2024 should be at least Rs.1148935.36/-.
    - ii. The net worth of the bidder firm should:-

- a) Not be negative on 31st March 2024
- b) Not have eroded by more than 30% in the last three years, ending on 31st March 2024.

**Note:**

- 1. To ascertain this criteria net worth of initial and last financial year should be compared.
- 2. MSEs and Start-ups (registered for the tendered services) shall be exempted from eligibility criteria 4(a) and 4(c).

**Applicability in Special Cases:-**

**1) Applicability to 'Make in India':** Bidders (manufacturer or principal of authorised representative) If the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content, and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- i) their foreign manufacturer who holds intellectual property rights, meets all the criteria above without exemption, and
- ii) the Bidder submits appropriate documentary proof for technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content.
- iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

**2) Authorized Representatives:** Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:-

- a. their principal manufacturer meets all the criteria above without exemption, and
- b. the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
- c. the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

**3) For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements (within SPMCIL/ BRBNMPL/BNPMIPL), who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past to any units of SPMCIL. (This clause is not applicable for Security Items as notified by Government of India from time to time.)

**4) Joint Ventures and Holding Companies:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

**5) Development/ insufficient market capacity or Exceptional One-Off Cases:** These are those items which are either being newly developed where vendors are yet to be developed or for new/ existing items

s where the capacity available in market is inadequate compared to our annual requirements. Exceptional oneoff cases are such items/ Plant & Machinery which are procured infrequently (say once in 3 years or longer periods). In such cases PQC Should be Decided with the approval of CFA in individual cases.

**6) Start-up Enterprises:** Requirements of prior experience and turnover would be relaxed for Start-up enterprises as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), subject to their meeting the quality and technical specifications. Such Start-ups maybe either MSE or otherwise.

5. **Liquidated Damages:** 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 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).
6. **GST Return:** Supplier should file the GST returns for outward supplies in time. In case of any input credit lost to BNP by way of their failure to file GST returns in time, BNP reserves the right to withhold the payment of further supplies till production of evidence of filing of returns.
7. **At the time of submitting the offer, bidder has to submit the following:**
  - a) Sealed and Signed Scope of work.
  - b) Sealed and signed bid document as an acceptance of all terms and conditions mentioned in the bid without any deviation.
  - c) Undertaking/Declaration certificate that you are currently not suspended/Banned/Blacklisted by any ministry/department of govt. of India or by any state govt. for business dealing.
  - d) The bidder has to submit undertaking that the operation of the company in Pakistan/China, should be suitably firewalled from the contract/operations in India and no employee who has previously worked or has been posted in Pakistan/China, or is a Pakistani/Chinese national or is a person of Pakistani/Chinese origins should be engaged by the company for this project.
  - e) Any bidder from a country which shares a land border with India (excluding countries as listed on the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard:



“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We here by certify that we fulfill all requirements in this regard and are eligible to be considered.”

f) In tenders for Turnkey contracts including Works contracts, the successful bidder shall not be allowed to

sub-contract works to any contractor from a country which shares a land border with India unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.”

g) “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

h) “Bidder from a country which shares a land border with India” for the purpose of this Order means: -

(a) An entity incorporated, established, or registered in such a country; or

(b) A subsidiary of an entity incorporated, established, or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

i) The beneficial owner for the purpose of (g) above will be as under:

(a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s). Who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

(b) Explanation-

1) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.

2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

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

4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

k) 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 anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance

### **8. Additional terms & conditions-**

1. Firm will provide skilled manpower to carryout various electrical operations and maintenance activities as defined in the scope of work having following eligibility-

a. Electrician:07 nos

b. Category: Skilled

c. Essential qualification: ITI/diploma in Electrician/wireman

d. Essential experience: 3 to7 years in electrical maintenance/substation operation.

2. BNP authority will confirm certificates and documents regarding educational qualification and experience of the personnel provided by successful bidder before allowing work in Bank Note Press.

3. The successful firm shall have to deploy all 7 personnel in different shifts as per requirement of BNP Dewas.

4. The successful bidder shall comply all security norms of Bank Note Press Dewas.

## 9. Documents Checklist:-

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

1. Latest Udyam Certificate (only if applying for MSE purchase preference or EMD exemption)
2. Eligibility documents -
  - a. For MSE/ Startup Firms: Capability :- As per Eligibility Criteria mentioned in the Bid Document.
  - b. For Other Firms: Experience and Past Performance :- Purchase Order copy(s) along with Tax In voice(s) with self-certification by the bidder that supplied against the in voices have been execute
  - d. Any other document in support of order execution like work completion certificate etc.
3. Documents regarding Financial Standing: Balance sheet and Profit & Loss Statement for la st 03 financial years ending on 31 st March 2024 duly certified by Chartered Accountant.
4. Sealed and Signed GeM Bid (Tender) Document.
5. Sealed and Signed Scope of work (as attached in the bid document.)
6. Undertaking/Declaration certificate that you are currently not suspended/Banned/Blacklisted by any ministry/department of govt. of India or by any state govt. for business dealing.

## 10. **Note**:-

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

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [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.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---