



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/6176506 Dated/दिनांक : 16-05-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-06-2025 19:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	16-06-2025 19:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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 (spmcil)			
Office Name/कार्यालय का नाम	Madhya Pradesh			
क्रेता ईमेल/Buyer Email	buyer99.spmcils.mp@gembuyer.in			
Total Quantity/कुल मात्रा	1			
Item Category/मद केटेगरी	Sealing Machine for metallic container			
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Sealing Machine for metallic container			
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Polythene Sealing Machine (V2), Bag Closer Machine (Bag sealing tools or equipment), Sealing Bulb Beading Rubber for Door, Sharp Container for Bio - Medical Waste Collection, currency counting machine, Metallic Mount Suitable for Air Conditioner (Accessories), Disinfectants for Haemodialysis Machine, Door Frame Metal Detector, Phototherapy Machine for (SNCU), Automatic Fully Mechanised Organic Waste Machine for Compost			
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul> <li>Mobile Containers For Solid Waste (Industrial) - IS 12402</li> <li>Polythene Sealing Machine (V2)</li> <li>Polythene sealing machine</li> </ul>			
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes			
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/	Yes			

Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation b the buyer  Do you want to show documents uploaded by bidders to all bidders participated in bid?/  Bid to RA enabled/बिंड से रिवर्स नीलामी सिक्रय किया  Type of Bid/बिंड का प्रकर  Time allowed for Technical Clarifications during technical evaluation/तक्कीकी मृल्यंकक के दौरान तक्कीकी स्पष्टीकरण हेतु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  Estimated Bid Value/अनुमतित विड मृल्य 386000  Evaluation Method/मृल्यांकन पदित Total value wise evaluation  Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमएसएसई खरीद वरीयता	Bid Details/बिंड विवरण				
by bidders to all bidders participated in bid?/  Bid to RA enabled/बिंड से रिवर्स नीलागी सिकय किया No  Type of Bid/बिंड का प्रकार Single Packet Bid  Time allowed for Technical Clarifications during technical evaluation/तकनीकी मुल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  Estimated Bid Value/अनुमानित बिंड मृल्य 386000  Evaluation Method/मृल्यांकन पद्धित Total value wise evaluation  Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमएएई खरीद वरीयता		*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			
Type of Bid/बिंड का प्रकार  Time allowed for Technical Clarifications during technical evaluation/तकनीकी मृल्यांकन के विगत तकनीकी स्पष्टीकरण हेतु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  Estimated Bid Value/अनुमानित बिंड मृल्य 386000  Evaluation Method/मृल्यांकन पद्धित Total value wise evaluation  Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमएसई खरीद वरीयता  MII Purchase Preference/एमएसई खरीद वरीयता	by bidders to all bidders participated in	No			
Time allowed for Technical Clarifications during technical evaluation/तकलीकी मूल्यांकल के दौराल तकलीकी स्पष्टीकरण हेतु अनुमत समय Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  Estimated Bid Value/अनुमालित बिड मूल्य 386000  Evaluation Method/मूल्यांकल पद्धित Total value wise evaluation  Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमएसई खरीद वरीयता	Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No			
during technical evaluation/तकनीकी मुल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  Estimated Bid Value/अनुमानित बिड मूल्य 386000  Evaluation Method/मूल्यांकन पद्धति Total value wise evaluation  Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता	Type of Bid/बिंड का प्रकार	Single Packet Bid			
Inspection Authority / Ágencies preregistered with GeM)  Estimated Bid Value/अनुमानित बिंड मृल्य 386000  Evaluation Method/मृल्यांकन पद्धति Total value wise evaluation  Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमएसई खरीद वरीयता  MSE Purchase Preference/एमएसई खरीद वरीयता	during technical evaluation/तकनीकी मूल्यांकन के	2 Days			
Evaluation Method/मूल्यांकन पद्धति Arbitration Clause No Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमएसई खरीद वरीयता  MSE Purchase Preference/एमएसई खरीद वरीयता	Inspection Authority / Agencies pre-	No			
Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता No  MSE Purchase Preference/एमएसई खरीद वरीयता	Estimated Bid Value/अनुमानित बिड मूल्य	386000			
Mediation Clause  EMD Detail/ईएमडी विवरण  Required/आवश्यकता  No  ePBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No  MSE Purchase Preference/एमएसई खरीद वरीयता	Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
EMD Detail/ईएमडी विवरण  Required/आवश्यकता  No  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No  MSE Purchase Preference/एमएसई खरीद वरीयता	Arbitration Clause	No			
Required/आवश्यकता  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No  MSE Purchase Preference/एमएसई खरीद वरीयता	Mediation Clause	No			
ePBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No  MSE Purchase Preference/एमएसई खरीद वरीयता	EMD Detail/ईएमडी विवरण				
Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता No  MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता	No			
MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  No  MSE Purchase Preference/एमएसई खरीद वरीयता	ePBG Detail/ईपीबीजी विवरण				
MII Purchase Preference/एमआईआई खरीद वरीयता No  MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता	No			
MSE Purchase Preference/एमएसई खरीद वरीयता	MII Purchase Preference/एमआईआई खरीद वरीयता				
	MII Purchase Preference/एमआईआई खरीद वरीयता	No			
( ) )	MSE Purchase Preference/एमएसई खरीद वरीयता				
MSE Purchase Preference/एमएसई खरीद वरीयता Yes	MSE Purchase Preference/एमएसई खरीद वरीयता	Yes			
11					

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be

- "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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 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.

# **Sealing Machine For Metallic Container (1 pieces)**

## Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
---	-----------------

## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Padmajakshan K.S.	455001,General Manager Admin Office , Bank Note Press, Dewas	1	60

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

#### 1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## 1. Payment Terms:-

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:

- 2. Land Border Clause: Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified co untries shall be applicable to this tender. Salient features of this are:
- (i) I. 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 hereby certify that we fulfill all r equirements in this regard and are eligible to be considered."

(ii) 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 su ch 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 share s 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."

- (iii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means an y person or firm or company, including any member of a consortium or joint venture (that is an associati on of several persons, or firms or companies), every artificial juridical person not falling in any of the de scriptions of bidders stated hereinbefore, including any agency branch or office controlled by such pers on, participating in a procurement process.
- (iv) "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
- (v) The beneficial owner for the purpose of (III) 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. o f 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 p erson(s), who, whether acting alone or together, or through one or more juridical person, has ownersh ip 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 relev ant 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 owners hip.
    - (vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 3. **Anti-bribery Clause:** By participating in this tender, the suppliers/Vendors/Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from any one during the tender or during the execution of the contract thereafter and if they notice any such inc ident happening, they shall report it to Vigilance.

4. **ZED & LEAN Certification**: Government of India has launched scheme for obtaining ZED & LEAN ce rtification to MSE vendors. Accordingly bidders are requested to obtain these certification to ensure mi nimum wastage in production process which shall ultimately result In cost cutting & improvement in ef ficiency.

For further clarification & assistance bidders are requested to go through website of ZED & LEAN certification scheme. links of which are as follows:

ZED: https://zed.msme.gov.in/

LEAN: https://lean.msme.gov.in/

NOTE: These certification shall not have any impact on eligibility criteria for qualification in te nder.

#### 5. Warranty clause:

- a) The supplier warrants that the goods supplied under the contract is new, unused, and incorpor ate all recent improvements in design and materials unless prescribed otherwise by SPMCIL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per SPMCIL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India
- b) This warranty shall remain valid for **twelve months** after the goods or any portion thereof as t he case may be, have been delivered to the final destination and installed and commissioned at t he final destination and accepted by SPMCIL in terms of the contract or for fifteen months from t he date of despatch from the supplier's premises for domestic goods (including goods already im ported by the supplier under its own arrangement) or for eighteen months after the date of ship ment from the port of loading in the source country for imported goods offered from abroad, which hever is earlier, unless specified otherwise in the SCC.
- c) In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writin q to the supplier.
- d) Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, i f specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their r eplacements and no claim, whatsoever shall lie on SPMCIL for such replaced parts/ goods thereaf ter.
- e) In the event of any rectification of a defect or replacement of any defective goods during the w arranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of SPMCIL.
- f) If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable pe riod (or within the period, if specified in the SCC), SPMCIL may proceed to take such remedial action(s) as deemed fit by SPMCIL, at the risk and expense of the supplier and without prejudice to ot her contractual rights and remedies, which SPMCIL may have against the supplier.

### 6. 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 contract, SPMCIL shall, without prejudice to other rights and remedies available to SP MCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the  $\frac{1}{2}$ % percent of the delivered price of the delayed goods and/ or services for each week of delay or part there of until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods' or services' contract price(s).

## 7. GST Return:

Supplier should file the GST returns for outward supplies in time. In case of any Input credit Loss to BNP by way of their failure to files GST returns in time, BNP reserves the right to withhold the payment of further s upplies till production of evidence of filling of returns."

**8.Installation, Commissioning and Training :** The firm has to carry out installation, commissioning an d training of "Sealing Machine for Metallic Containers" at Bank Note Press, Dewas.

#### 9. Documents Checklist:-

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

- 1. Sealed and signed bid document as an acceptance of all terms and conditions mentioned in the bid witho ut any deviation.
- 2. Sealed and Signed technical specification of the tendered product (attached in the Bid Document.)
- 3. Undertaking/Declaration certificate that you are currently not suspended/Banned/Blacklisted by any min istry/department of govt. of India or by any state govt. for business dealing.
- 4. Undertaking for compliance of land border sharing clause.
- 5. MSE Udyam Certificate : Valid Udyam certification, if bidders wants to avail purchase preference against MSE PP Policy.
- 6. Catalog of offered product.

#### Note:

- 1. Participating bidder needs to submit all related document along with the bid.
- 2. The size of all the documents should be less than 5 MB.

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

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

All GeM Sellers / Service Providers 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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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---