

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	22-06-2024 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	22-06-2024 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Finance
<b>Department Name/विभाग का नाम</b>	Department Of Economic Affairs
<b>Organisation Name/संगठन का नाम</b>	Security Printing And Minting Corporation Of India Limited (spmcl)
<b>Office Name/कार्यालय का नाम</b>	Janpath
<b>Total Quantity/कुल मात्रा</b>	1
<b>Item Category/मद केटेगरी</b>	Procurement of Lead Fume arrester with Scrubber
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No

**Bid Details/बिड विवरण****Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक

State Bank of India

EMD Amount/ईएमडी राशि

12000

**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 :**

S P M Corporation of India Limited  
Payable at Kolkata  
(S P M Corporation Of India Limited)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

4. 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% (Selected by Buyer) 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 25%(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.

## **Procurement Of Lead Fume Arrester With Scrubber ( 1 set )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**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	Indranil Payra	700053,India Govt Mint, Alipore Kolkata , West Bengal	1	70

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 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

S P M CORPORATION OF INDIA LTD  
payable at  
KOLKATA

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 Payment online through RTGS / internet banking in Beneficiary name

S P M Corporation of India Limited  
Account No.  
40721855110  
IFSC Code  
SBIN0000205  
Bank Name  
State Bank of India  
Branch address  
New Alipore, Kolkata

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.

### 5. 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 (Name of the Buyer). 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

## 6. Forms of EMD and PBG

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

S P M CORPORATION OF INDIA LTD  
payable at  
KOLKATA

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.

## 7. 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

S P M CORPORATION OF INDIA LTD  
payable at  
KOLKATA

. 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.

## 8. 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

S P M CORPORATION OF INDIA LTD  
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.

## 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### 1. Terms and Conditions:

Guidelines of SPMCIL Procurement Manual Version 3.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 3.0 for additional terms and conditions as per the links given below:

General Instruction to Tenderer (GIT): <https://igmkolkata.spmcil.com/wp-content/uploads/2024/05/GIT-NEW.pdf>

General Conditions of Contract (GCC): <https://igmkolkata.spmcil.com/wp-content/uploads/2024/05/GCC-NEW.pdf>

### 2. Delivery Period:

a) The bidder is required to deliver the item within 10 (ten) weeks from the date of issue of Contract.

b) The bidder is responsible for delivering the material and duly unloading the same at the General Store of India Government Mint, Kolkata after taking necessary security clearance from CISF at the main gate of India Government Mint, Kolkata by showing the driving licence, vehicle registration etc. and necessary documents like invoice, delivery challan, copy of Purchase Order, e-way bill, bank details in company letter head duly sealed & signed etc. are to be handed over to Store-in-charge.

### 3. Terms and Mode of payments:

100% on receipt and acceptance of goods at destination by the user section of India Government Mint, Kolkata and on production of all required documents by the supplier. (Acceptance means goods supplied in proper condition at India Govt. Mint, Kolkata as well as meeting other terms and conditions of Purchase order

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#### **4. Warranty:**

(a) The items along with all accessories supplied & installed under this contract shall be warranted against any type of defects arising due to design, faulty material, workmanship, poor packing and damage during transportation and unloading/shifting/lifting, storage and for trouble free operation.

(b) The Warranty shall remain valid for a period of **One (01) year from the date of final acceptance of material by India Govt. Mint, Kolkata** and shall include repairing and replacing of defective parts, workmanship and services, required operational and maintenance support services at free cost, which are essentially required to put the entire item.

(c) The firm will have to give warranty that the goods supplied under this contract are new, of the recent models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

(d) In case of any claim arising out of this warranty, India Govt. Mint shall promptly notify the same in writing to the supplier. Upon receipt of such notice, the supplier shall within a period of maximum 10 days to repair or replace the defective goods or services or part thereof at the ultimate destination without any cost to India Government Mint, Kolkata.

(f) If the supplier, having been notified, fails to rectify/ replace the defect(s) within the period as mentioned in para (e) above, India Govt. Mint, Kolkata may proceed to take such remedial action(s) as deemed fit by India Govt. Mint, Kolkata at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which India Govt. Mint, Kolkata may have against the supplier.

**5.** The security deposit must be submitted within 21 days from the date of issue of contract by the contract awarded firm.

**6. Replacement:** If the items delivered are rejected for any reasons, the firm has to lift & replace the same at their cost and risk.

**7. Transportation of Domestic Goods:** To be borne by the supplier duly unloaded at the General store of India Govt. Mint, Kolkata.

**8. Packing:** Materials should be suitably packed. The packing should be weather proof and should be made water proof to prevent damage during transit. The supplier will also be responsible for unloading and stacking at India Government Mint, Kolkata Store as per instruction of competent authority.

**9. Insurance:** The supplier shall make arrangements for insuring the goods and services against loss or damage, incidental to manufacture or acquisition, transportation, storage and delivery. The Supplier shall be responsible till the entire goods contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the supplier by getting the goods duly insured. The insurance cover shall be obtained by the supplier in its own name not in the name of India Government Mint, Kolkata or its consignee. For details please refer to clause 12 of General Conditions of Contract (GCC).

**10. 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, India Govt. Mint, Kolkata shall, without prejudice to other rights and remedies available to India Govt. Mint, Kolkata under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% 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).

**11.** The total cost inclusive of all as cited above on FOR India Govt. Mint, Kolkata (W.B) basis should be indicated clearly both in words and figures in the price bid.

**12.** Documentary evidence to be submitted towards PAN & GST Registration Certificate.

**13.** Participating Bidder must submit sealed and signed copy of entire GeM bid document including the Technical Specification. Also the participating bidder must submit sealed & signed Annexure I in their letter head & checklist attached under Technical Specification.

**14.** All the supporting documents submitted along with this bid should be signed and sealed by the authorized signatory of the firm mandatorily. The bid document shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

**15.** The supplier has to provide GeM invoice during submission of bill for payment.

**16. Price Schedule: While quoting the price through GeM portal, the detailed price breakup along with GST percentage must be mentioned and attached as pdf in the document attachment option of price bid mandatorily.** Do not upload financial documents related to financial standings like audited balance sheets in the document attachment field of price bid, attach only the detailed price breakup of the quotation as mentioned above. Detailed price breakup of the quotation must be in the format as attached in the end of this bid document.

Price to be mentioned only in price bid not in Techno commercial bid or any other place. If it is mentioned any other part other than price bid, the offer will be rejected.

### **17. Qualification/Eligibility Criteria**

The bidder firm should meet following eligibility criteria to qualify:-

**(a) For MSE/Start-up firm: Capability - Equipment & Manufacturing Facilities:** The bidder firm should have capability to manufacture and supply of **Lead Fume Arrester with Scrubber**.

**(b) For other firm - Experience and past performance:** The bidder firm may be Manufacturer/Proven supplier/Authorized dealer or distributor of **Lead Fume Arrester with Scrubber** or bidder may participate with manufacturing authorization form (issued by manufacturer of tendered item).

#### **Note:**

(i) Participating bidder needs to submit all related documents along with the bid.

(ii) In support of Experience & Past Performance copy of supply/ work order; respective completion certificate and contact details of clients (previous buyer of the items) to be enclosed along with the tender.

(iii) All copy of supply/ work order; respective completion certificate and contact details of clients: in support of experience, past performance should be authenticated by the person authorized to sign the tender on behalf of the bidder.

(iv) In support of the Capability, the bidder has to submit copy of supporting documents i.e. Details of equipment and manufacturing facilities, engineers/managers details, number of skilled labors available with the firm, etc.

(v) For verifying the capability/capacity, India Government Mint, Kolkata reserves the right to depute its authorized representatives at the worksites of the bidder. In the event, the firm is found not having capability/capacity, their offer is liable to be rejected.

**18. MSME & Make in India Status:** In case any bidder is submitting their bid as MSME and/or MII, the firm must be registered as a MSME & MII in GeM portal and Self-declaration along with documentary evidence in this regard must be submitted declaring that their MSME & MII status is updated in GeM portal also. In further evaluation stage if it is found that the firm is not registered as MSME and/or MII in GeM, but MSME certificate and/or MII declaration is submitted along with the bid, no exemption will be given and their offer may be rejected.

### **19. Eligible Goods and Services (Origin of Goods & Services):**

(i) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

(ii) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the service are arranged.

**20. Special Condition:** Supplier should file the returns pertaining to TCS (Section 206C (1H) for TCS collected, in the time and provide the TCS certificate to IGMK. In case of any Credit loss to IGMK by way of their

failure to file Returns and provide TCS certificate in time, India Government Mint, Kolkata reserves the right to recover the amount equivalent to TCS paid along with applicable interest from the payment of further supplies.

**21. GST Return:** Supplier should file the GST return for outward supplies in time. In case of any loss to India Government Mint, Kolkata by way of their failure to file GST Returns in time India Government Mint, Kolkata reserves the right to withhold the payment of further supplies till production of evidence. Any liability which will occur on account of non-compliance of e-way bill, GST provision or any other applicable law will be borne by supplier.

**22. Consignee:** Chief General Manager, India Government Mint, Alipore, Kolkata, West Bengal, Pin – 700053.

**On the consignment please mention the following details:**

<b>Order No :</b>	<b>Packing No :</b>	<b>Net Weight :</b>	<b>Gross Weight :</b>
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**23. Resolution of Disputes:** If dispute or difference of any kind shall arise between India Government Mint, Kolkata and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within 21 days of its occurrence, then, depending on the position of the case, either the purchaser or the supplier shall give notice to the other party of its intention to commence arbitration. When the contract is with domestic supplier, the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 and 2021. Mode of settlement of such contractual disputes/ differences shall be through Arbitration, to the India International Arbitration Centre.

**24. Risk Purchase Clause :**

(a) If the supplier after submission of tender and due acceptance of the same, i.e. after notification of award of contract fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:

(i) Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier.

(b) Supplier has to abide by all the terms and conditions of tender.

(c) In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the supplier.

**25. Quality Control Requirements:**

Quality of Goods: Free from all technical defects, in compliance with our Technical Specification

i) Goods/service supplied not in conformity with tender specification will be treated as goods/service not supplied at all and supplier shall take supplied material not conforming to order specification back within 15 days. Goods/service shall be delivered by the supplier in accordance with the terms and conditions specified in the contract failing which expenses of keeping goods at purchaser's premises may be levied on supplier.

ii) Delivery date will be calculated from the date goods/services are received in acceptable quality in accordance with technical specification.

**26.** All safety and security of the workmen is the sole responsibility of the awarded firm itself and in case of any unwanted incidents India Government Mint, Kolkata authorities would not be liable under any circumstances.

**27. Disclaimer :** The issue of this Bid Document does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

**28. The bidder has to submit documents as per following Check list as given below along with the Technical bid documents without fail:**



1	Entire Tender Document Duly Seal & Signed on every page including technical specification as an acceptance of all terms & conditions of the tender
2	Submitted the documents as per Qualification / Eligibility criteria as per Clause 17 of buyer added bid specific ATC
3	Documentary evidence towards PAN & GST Registration Certificate
4	Sealed & Signed Declaration (Annexure -II attached in technical specification)
5	Proof of EMD(scanned copy) as applicable or any valid exemption certificate
6	Documentary/undertaking against Make in India Status i.e. being a Class I/ Class II supplier with details of percentage
7	Submit filled, signed & sealed copy of Manufacturer's Authorization Form as per format attached at the end of this bid document.

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**\*FOR ANY OTHER QUERIES, FIRMS MAY CONTACT IN THE BELOW DETAILS:**

**Ph. No. 033 - 2401 4132,33,34,35, (Extension 336/ 319/ 326);**

**Email: [purchase.igmk@spmcl.com](mailto:purchase.igmk@spmcl.com)**

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#### 10. **Buyer Added Bid Specific ATC**

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

## **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.

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.

[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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**