



# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-12-2024 15:00:00			
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-12-2024 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 (spmcil)			
Office Name/कार्यालय का नाम	Janpath			
Total Quantity/कुल मात्रा	7500			
ltem Category/मद केटेगरी	Plain RPVC shrink film (Q3)			
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	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	Experience Criteria, Certificate (Requested in ATC), Additional Doc 1 (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	Νο			
Type of Bid/बिड का प्रकार	Two Packet Bid			

Bid Details/बिड विवरण			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days		
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο		
Estimated Bid Value/अनुमानित बिड मूल्य	1249950		
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
Arbitration Clause	No		
Mediation Clause	No		

#### EMD Detail/ईएमडी विवरण

	No
Required/sild?doci	No

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	19

(a). 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 :

Chief General Manager India Security Press Nashik (India Security Press A Unit Of Spmcil)

## MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### **Reserved for MSE**

Reserved for MSE Yes	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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. 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.

<u>OM No.1 4 2021 PPD dated 18.05.2023</u> 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.

5. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, 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 to participate in this bid. 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 based on documentary evidence submitted, while evaluating the bid. 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.

6. 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.

# Plain RPVC Shrink Film (7500 kilogram)

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

Technical Specifications/तकनीकी विशिष्टियाँ

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का	Bid Requirement/बिड के लिए आवश्यक (Allowed
	नाम	Values)/अनुमत मूल्य

# Additional Specification Parameters - Plain RPVC Shrink Film (7500 kilogram)

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specification	Technical Specifications asper Buyer uploaded ATC document will supersede the technical specifications which are mentioned in Gem Category Specification

\* Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में )		
1	422101,India Security Press, Imtiyaz Khan Nashik Road Nashik , Maharashtra	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए	
		100	1	20	
			3400	31	45
			4000	90	150

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

# 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. Forms of EMD and PBG

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

India Security Press A Unit of SPMCIL payable at Nashik

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.

#### 3. 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 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

#### 4. Forms of EMD and PBG

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

India Security Press A Unit of SPMCIL payable at Nashik

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.

#### 5. 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

India Security Press A Unit of SPMCIL payable at Nashik

. 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.

#### 6. 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

#### India Security Press A Unit of SPMCIL

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.

#### 7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

#### 8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **Buyer Added Bid Specific ATC**

**Note:**-Technical Specifications as per Buyer uploaded ATC document will supersede the technical sp ecifications which are mentioned in Gem Category Specification.

The Bidder firm should meet following eligibility criteria to qualify in the Techno Commercial Bid:-

**I)** For MSE/Start-up firm: Capability - Equipment & Manufacturing Facilities: The bidder firm sho uld have capability to manufacture and supply of Tender Products.

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

**III) PAN:** The Bidder should be registered with the Income tax. Relevant proof in support shall be su bmitted.

**IV) Goods & Service Tax Registration (GST):** The Bidder should be registered with Goods & Service Tax (GST). Relevant proof of registration Certificate shall be submitted.

#### V) Undertaking:-

- a) The bidder has to provide the undertaking that "We M/s. <Name of the firm> have not been blacklisted by Government of India/PSU/any reputed organization in the past".
- b) The bidder has to provide the undertaking that "We M/s. <*Name of the firm*> agree to withdraw all the deviations, if any, unconditionally and accept all the Terms and conditions of the document including the technical specifications."

**VI) Quantum of LD:-** If the Seller/Service Provider fails to deliver any or all of the Goods/Services w ithin the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to ded uct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions af oresaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed p eriod as pre-estimated damages not exceeding 10% of the contract value of delayed quantity withou t any controversy/dispute of any sort whatsoever.

**VII) Payment Terms:** - The payment terms are 100% within 10 days of issue of consignee receiptcum-acceptance certificate (CRAC) and on-line submission of bills. The payment will be done through online mode only. Therefore, the suppliers have to produce all the Bank details such as Name of Ban k, Account No., IFSC Code No., MICR No. along with the Tender document. TDS, if any, will be deduct ed as applicable.

**VIII) Anti-Bribery Management System (ABMS):** By participating in this tender, the suppliers'/Vendors / Contractors are deemed to have undertaken that they shall not give or take, any financial or n on-financi al bribe, to or from anyone during the tender or during the execution of the contract there after and if they notice any such incident happening, they shall report it to Vigilance."

IX) Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23<sup>rd</sup>/24<sup>th</sup> July 2020 (or any f urther amendments thereof) regarding eligibility of bidders from specified countries shal I be applicable to this tender. Bidders are required submit the appropriate undertaking i n this regard. Salient features of this are:

a) Any bidder from a country which shares a land border with India (excluding countries as listed in t he website of Ministry of External Affairs, to which the Government of India has extended lines of cre dit 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 Depart ment for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certific ate in this regard.

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

b) In tenders for Turnkey contracts including works contracts, the successful bidder shall not be allo wed to sub-contract works to any contractor from a country which shares a land border with India u nless such contractor is similarly registered with the Registration Committee constituted by the Depa rtment for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose f ollowing certificate: "We have read the clause regarding restrictions on procurement from a bidder of a country which sh ares a land border with India and on sub-contracting to contractors from such countries, and solemnl y certify that we are not from such a country or, if from such a country, we are registered with Comp etent Authority (copy enclosed) and we will not subcontract any work to a contractor from such coun tries unless such contractor is registered with the Competent Authority. We hereby certify that we fu lfill all requirements in this regard and are eligible to be considered."

c) "Bidder" including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) mea ns 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 a ny of the descriptions of bidders stated here in before, including any agency branch or office controll ed by such person, participating in a procurement process.

d) "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

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

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

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

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

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

vi) A consortium or joint venture where any member of the consortium or joint venture falls under an y of the above.

e) The beneficial owner for the purpose of (III) above will be as under:

i) 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 judicial person, has a controlling own ership interest or who exercise control through other means.

ii) 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 al one 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 owner ship of or entitlement to more than fifteen percent of the property or capital or profits of such associ ation or body of individuals;

(4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the rel evant 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 ot her natural person exercising ultimate effective control over the trust through a chain of control or o wnership

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

X) Delivery Schedule & Quality Control Requirement: - (To be submitted on firm's Letter Head as a token of acceptance)

**1) Delivery Schedule:** -The qualifying firm has to supply 100 Kgs as sample for suitability test with in 20 days from the date of issuing GeM Contract /Purchase Order before bulk supply. Bulk supply sh all be started strictly after acceptance of pilot supply.

a) 1<sup>st</sup> Lot of 3400 Kgs within 45 days from the date of issue of Supply Order/GeM Contract

b) Balance quantity to be supplied between 90-150 days from the date of issue of Supply Order/GeM Contract.

#### 2) Quality Control Requirement: -

i. The material supplied by the successful bidder will be accepted on all parameters as per specificati on provided in the Bid Document. The purchaser reserves the right to get the material supplied teste d from in-house laboratory or any other laboratory of repute and in case the material is found not me eting the specification, the purchaser shall be entitled to cancel the contract, and if so desired, purch ase or otherwise the purchase of the stores at the risk and cost of the contractor.

ii. After receipt of goods, the goods will be inspected/tested at ISP. If any defect/variation is noticed t hen the same will be replaced free of cost by the supplier/seller up to India Security Press, Nashik Ro ad, failing which equivalent amount of defective material will be deducted in the subsequent bills or from any amount due to them.

#### XI) Special Conditions of Contract (SCC)

**1) Transportation of Goods:** The transportation of goods to be procured will be done by the supp lier on FOR ISP Basis. The total cost of the transportation should be indicated in the price bid of the it em to be procured.

**2) Insurance:** Since Indigenous bidder has to deliver the material on FOR ISP Nashik basis therefore the cost of the insurance will also the part of the cost of the material borne by the supplier. A specific insurance cover for each consignment/supply is to be given by firm, as applicable.

**3)** Distribution of Dispatch Documents for Clearance/Receipt of Goods: The supplier shall s end all the relevant dispatch documents well in time to ISP Nashik to enable ISP Nashik to clear or re ceive (as the case may be) the goods in terms of the contract.

**4) Taxes and Duties:** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. inc ur red until delivery of the contracted goods to SPMCIL. If the tenderer fails to include taxes and duti es as per law of the land in the tender, no claim thereof will be considered by purchaser at a later st age.

**5) Terms and Mode of Payment:** 100% payment will be released within ten (10) days of issue of c onsignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills. The payment will be done through online mode only. Therefore, the suppliers have to produce all the Bank details suc h as Name of Bank, Account No., IFSC Code No., MICR No. along with the Tender document. TDS, if a ny, will be deducted as applicable.

**6) Termination/Short Close of Contract:** India Security Press, Nashik reserves the right to termin ate the contract, in whole or in part for ISP's convenience, by serving written notice on the supplier a t any time during the currency of contract.

#### 7) NOTE:

1. The terms and conditions, guidelines of SPMCIL Procurement Manual Version 2.0 will be applicabl e to this bid at any stage to avoid any conflict at later stage.

2. All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm.

3. Decision on Finalization of tender will be taken based on the documents submitted along with the tender. All documents must be submitted as per tender requirement failing which offers will be liable for rejection.

4. All the pages submitted are to be sealed & signed by Authorized Signatory failing which tender sh all be treated as unresponsive.

**XII) Technical Specification:** - LDPE SHRINK FILM (CENTRE FOLD) FOR COUNT PACK SECTION.LDP E film made out of heavy-duty high-performance grade Virgin polymer.

Sr.	Particulars/Paramete	Unit	Acceptance Limit
No.	rs		

1	Material		Extrusion film through hi gh performance grader v irgin polymer.
2	Product form		Centre fold/double fold w ith micro perforation in r oll form
3	Width of LDPE roll	mm	*550-555
4	Thickness of film	Microns	50-55
5	Transparency	%	80% (min)
6	Length of Roll	М	500-510
7	Shrink Rate	%	MD-60±5% at temperatu re 150 to 180 °C
			CD-40±5% at temperatu re 150 to 180 °C
8	Tensile strength of film at break	Kg/sq c m	MD- 260 (min)
		Kg/sq c m	CD- 240 (min)
9	Inner Core diameter	mm	Φ 76 ±1
10	Core Thickness	mm	10±2
11	Number of Perforations (in 100 sq. cm.) (center fold/ double fold)	Nos	35-40
12	Diameter of perforation holes	mm	1.5- 2 mm at gap of ever y 15 mm
13	Temperature for Shrink Wrap	°C	150 to 180 °C

### **General Conditions:** -

1) LDPE film shall be transparent, biaxial, shrinkable, free from visible defects such as wrinkles, crease s and spots. Film should be even, have uniform thickness and provide good tight packing with proper fi nish after shrinkage.

2) The film shall be printed in Black ink with "ISP logo (size 15 x 15mm) and INDIA SECURITY PRESS, N ASHIK (5 mm height letter) as per design provided by ISP Image should be right reading Distance betw een two logo along machine direction of the film will be 100mm.

3) It shall have good dimensional uniformity and excellent surface finish.

4) \*Total width of LDPE film shall be 1100 mm which shall be folded along the centre line. After folding along the centre line, width of the LDPE film will be 550mm.

XIII) Bidder must submit check list of below mentioned documents: -

Sr. N o.	Description	Submitt ed / Not Submitt ed
1.	Documentary evidence towards Capability as per claus e I)	
2.	MSE Certificate / Start Up Certificate if claiming for exe mption against Experience Criteria.	
3.	Documentary evidence towards PAN & GST Registration as per clause III) & IV)	

4.	Undertakings/Declarations as per clause <b>V) a)</b> , <b>b)</b>
5.	Acceptance of Technical Specifications as per clause XI I)
6.	Acceptance of delivery schedule and quality control as per clause <b>X</b> )
7.	Acceptance of Special Conditions of Contract (SCC) as p er clause <b>XI)</b>

# 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.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---