



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5677895
Dated/दिनांक : 02-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-01-2025 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-01-2025 10:30:00
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	Janpath
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others
Contract Period/अनुबंध अवधि	1 Year(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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 Details/बिड विवरण	
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	7 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1241623
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	24833

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).	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 :

Chief General Manager
INDIA SECURITY PRESS, NASHIK - A UNIT OF SPMCIL
(India Security Press, Nashik)

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

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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
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 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.
5. 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.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Geographic Presence: Office registration certificate:The firm should provide documentary evidence of geographical presence in the state of Maharashtra.

Scope of work & Job description:[1733656714.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1733656799.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others (4)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Educational Qualification	High School
Type of Function	Others
List of Profiles	Mazdoor/Labour
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	Maharashtra Labour Welfare Fund
Designation	MAJDOOR/ LABOUR

Additional Specification Documents/अतिरिक्त विशिष्ट दस्तावेज

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Imtiyaz Khan	422101,India Security Press, Nashik Road Nashik , Maharashtra	4	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 655 • Bonus (INR per day) : 54.56 • EDLI (INR per day) : 3.28 • EPF Admin Charge (INR per day) : 3.28 • Optional Allowances 1 (INR per day) : 0.48 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 21.29 • Provident Fund (INR per day) : 78.6 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

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. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

3. **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.

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

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. 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

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.

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

INDIA SECURITY PRESS, NASHIK- 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.

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

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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

Note 1: -

The Service Provider liable to Pay Minimum wages for labour (unskilled category) as per latest Central Labour Commissioner (CLC) Notification issued by time to time and allied benefits such as PF, ESIC, Bonus, etc.

Qualification & Eligibility Criteria

1. Experience & Past performance: -

- a. The Bidder should have experience of having successfully supplied the manpower services of at least 500 man days in any one of the last five years ending on 31st March 2024.
- b. Note 1: For MSEs and Start-ups (registered for the tendered item) Experience & Past Performance criteria shall be exempted.
- c. **Capability:** - The bidder must have capability to provide the relevant services as per the tender document. **We M/s_____ have the capability to supply the services as per tender document.**

2. Firm must submit documentary evidence of having registered office in the state of Maharashtra. For this purpose, firm must submit all following documents.

- a. Shop Act License/ Incorporation Certificate having office address in the state of Maharashtra.
- b. PAN & GST Registration Certificate
- c. EPF & ESIC Certificate

3. Undertaking:-

- a. **“We M/s _____ firm has not been blacklisted /debarred by Government of India/ State Government/ PSU/ Any reputed organization in the past.”**
- b. **“We M/s_____ agree to withdraw all the deviations, if any, unconditionally and accept all the Terms and conditions of the tender document including the technical specifications.”**
- c. **“We M/s _____ liable to pay Minimum wages for Labour (unskilled category) as per latest Central Labour Commissioner (CLC) Notification issued by time to time and allied benefits such as PF, ESIC, Bonus, etc”.**
- d. **“We M/s_____ have the capability to supply the services as per tender document.”**

4. Note: Payment terms:

- a. On monthly basis subject to satisfactory completion of the service and fulfillment of all compliances. Settlement of bill for each installment will subject to actual and satisfactory completion of the work.
- b. The payment (s) shall be made to the contractor are subject to deduction of tax (s) Cess leviable by any Government as per rules from time to time and will be made after the completion of every month on completion of the assigned work and after certification by user department. The bill must be submitted in duplicate. Further, the agency shall furnish a copy deposition of monthly EPF/ESIC challans /returns etc. with next bill, failing which amount as deemed fit by India Security Press,

Nasik shall be withheld in the next subsequent bill.

- c. The manpower supplier firm must fulfil all the conditions required under Contract Labour Act, must have a valid PF code & ESIC code in its name and copy of the same must be submitted along with the tender.

5. Details of the Manpower to be hired-

- a. The firm should depute 04 nos. of unskilled man power for one year.

6. Scope of Work-

- a. The Scope of work and minimum requirement for up keeping operations in civil department is as follows-

- i. To provide assistance in plumbing, water supply, masonry, blacksmith etc. wing of civil section as per the operational requirement of the section.
- ii. Manpower Requirement: In order to upkeep the operational requirement of various wings of civil section, 04 Nos. of unskilled manpower to be hired.

b. Terms & Conditions-

- i. Working hours- 08 am to 05 pm (Including lunch hour). Time may vary as per the need of the ISP.
- ii. Stipulated time of completion of the work – 12 months.
- iii. If any material required for the work (such as cement, sand, steel, wooden material etc.) will be provided by ISP.
- iv. The firm shall abide by the safety & security norms of the organization.
- v. Child labour will not be allowed.
- vi. Firm /contractor shall provide all PPEs and safety gears to all its workmen and fully responsible for the safety and wellbeing of its staff.
- vii. If any accidents / injury / casualty happens, the sole responsibility will be of the firm. No compensation will be borne by ISP.
- viii. If any damage is done to ISP property by the agency, same needs to repair/rectify by the agency immediately at its own cost.
- ix. ISP Being a security sensitive organization, entry and exit of the firms' representative/supervisor/workmen is governed by prevailing SOP.
- x. Accordingly, firm needs to provide police verification certificate of all its representative / supervisor / workmen for getting the entry permissions.

c. Payment Terms-

- 7. On monthly basis subject to satisfactory completion of the service and fulfillment of all compliances. Settlement of bill for each installment will subject to actual and satisfactory completion of the work.
- 8. The payment (s) shall be made to the contractor are subject to deduction of tax (s) Cess leviable

by any Government as per rules from time to time and will be made after the completion of every month on completion of the assigned work and after certification by user department. The bill must be submitted in duplicate. Further, the agency shall furnish a copy deposition of monthly EPF/ESIC challans /returns etc. with next bill, failing which amount as deemed fit by India Security Press, Nasik shall be withheld in the next subsequent bill.

- 9.** The manpower supplier firm must fulfil all the conditions required under Contract Labour Act, must have a valid PF code & ESIC code in its name and copy of the same must be submitted along with the tender.
- d.** Agency should provide Police Verification/Antecedent & Character Certificate of the manpower. The clearance of the local police with regards the antecedents of the persons deployed by it will be obtained by the agency before deployment of the personnel.
- e.** The manpower supplier firm shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the Minimum Wages fixed by Central /State Govt whichever is higher and a record of that should be kept in a register, which may be made available for examination as and when demanded.
- f.** The names of the workers to be supplied by the agency shall be made known to the authorities with their identity card / employment number, before commencing supply. The frequent changes in the manpower will not be allowed.
- g.** The rates quoted shall be for the entire period of the contract. Any amendment thereafter shall be the sole option of India Security Press, Nasik. The said rate shall be quoted keeping in the mind that the statutory compliance of all labour laws / regulations must be in compliance by the contractor/agency.
- h.** The contractor shall provide PPEs to its workmen on its own cost to ensure safety at workplace and these PPEs in their prevailing conditions may be taken back by the contractor at the time of completion of the work.
- i.** The agency shall ensure that their staff supplied for service in India Security Press, Nasik premises shall be available during their duty hours as per the roster and they shall not leave their place of duty without authorization.
- j.** The agency staff shall be responsible to provide immediate replacement for personnel who are not available on duty at the place of posting for any emergency and pressing reasons.
- k.** India Security Press, Nasik authorities shall have the right to seek replacement of any staff of the agency by any other suitable person in case the staff is not discharging its services properly. The decision by ISP, Nasik shall be final and the agency shall comply with the same at the earliest.
- l.** The agency staff shall carry out such other legitimate duties as are entrusted to them from time

to time.

- m.** The job is purely a hiring of manpower for a period of 01 year. No claim whatsoever of the supplier firm would be admissible on any ground.
- n.** The manpower supplier firm will be responsible for making the payment digitally bank transfer N EFT/RTGS to the supplied manpower by 07th day after the last day of the wage period in respect of which the wages are payable. Contractor also has to issue wage slips to the labours before wages disbursement. Contractor need to maintain separate records for our establishment and need to file separate challan and returns in respect of ESI and EPF to the contract labour engaged with our organization and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc. And will pay within 7 days after payment of wages & statutory payment. Manpower supplier liable for penalty as decided by ISP, Nasik management for not making timely payment to its manpower as per above schedule.
- o.** In case of disputes for non-payment of wages to the supplied manpower or any other disputes, the payment due to the manpower supplier firm can be withheld till settlement of the disputes by the board or on the orders of the court of law.
- p.** The contractor shall abide by all the law of land including Labour Laws (PF, ESI, Income Tax, Service Tax or any other extra taxes levied by the Government).
- q.** The contract can be terminated by the ISP, Nasik by giving a month notice. The contractor/agency can terminate the contract by giving three months' notice.
- r.** In case the contractor/ Agency leaves the job before completion of the period of contract, ISP, Nasik shall be entitled to forfeit the security money deposited by the contractor/agency for the execution of this contract. The same shall be over and above the liquidated damages suffered on such account by ISP, Nasik.
- s.** Price Escalation clause: Price escalation may be applicable at the sole discretion of ISP management in case of any change in statutory payment of Minimum Wages applicable by amendments issued from time to time by central/State Govt. in this regard.
- t.** The contractor shall have to fulfil all the statutory requirements like PF/ESI as per the provisions of law i.e. Contract Labour R & A Act 1970 & Contract Labour R&A Rules 1971. Minimum wages Act 1948 applicable in Nasik region excluding taxes, Payment of Wages Act 1936, Maharashtra Labour Welfare Contribution (MLWC) & other related labour Legislations etc., and shall indemnify the Company from any claims in future or due to any breach of the statutory requirements. The company, as a principal employer, shall enforce the provisions of these Acts.

10. Please refer the below mentioned links for GCC and GIT-

<https://spmCIL.com/uploaddocument/GIT3.0.pdf>

11. Clarification of Bids/Shortfall Documents:

During the evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be sought only once on GeM portal, asking the bidder to respond by a specified date/period (i.e. Seven days). If the bidder does not comply or respond by the date/period (i.e. within Seven days), his tender will be liable to be rejected.

Depending on the outcome, such bids are to be ignored or considered further. No post-bid clarification at the initiative of the bidder shall be entertained.

Note: While submitting the Clarification/Shortfall Document any technical difficulty occurs on GeM portal, then the bidder can submit the Clarification / Shortfall Document through e-mail (e-mail id: purchase.isp@spmcil.com).

The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents that pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. As far as the submission of documents is concerned regarding qualification criteria, after submission of the bid, only related shortfall documents shall be asked for and considered.

For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate will be asked for and considered. However, no new supply order shall be asked for to qualify the bidder.

12. Bidder must submit check list of below mentioned documents: -

Sr. No.	Description	Submitted / Not Submitted
1	Documentary evidence towards submission of EMD (Rs. 24, 823/-)	
2	Documentary evidence towards Experience and past performance criteria as per clause 1	
	Documentary evidence towards Capability as per clause 1 (c)	
3	Documentary evidence towards having registered office in the state of Maharashtra as per clause 2	
4	Undertakings as per clause 3	
5	Undertaking as per clause 4	
6	Duly sealed signed copy of Scope of Work as per clause 6	
7	MSE Certificate/Start up Certificate if claiming for exemption against experience criteria only.	

“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 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.”

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---