

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	03-01-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	03-01-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Finance
विभाग का नाम / Department Name	Department Of Economic Affairs
संगठन का नाम / Organisation Name	Security Printing And Minting Corporation Of India Limited (spmci)
कार्यालय का नाम / Office Name	3rd Floor Tower G World Trade Centre Nauroji Nagar
वस्तु श्रेणी / Item Category	Custom Bid for Services - Rate Contract for Hiring Services for Rewinding/ Repairing of Various Electrical Motors
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> <li>Operation and Maintenance Of Electrical Systems/Electrical Installations</li> </ul>
अनुबंध अवधि / Contract Period	2 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	<p>Experience Criteria, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC)</p> <p>*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</p>

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	585515
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Indusind bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	27

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

**लाभार्थी /Beneficiary :**

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

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

**एमआईआई अनुपालन/MII Compliance**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

Price Breakup - [1762512024.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**[1762512149.pdf](#)

**GEM Availability Report ( GAR):**[1762512182.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1762512192.pdf](#)

**Payment Terms:**[1764828583.pdf](#)

**Custom Bid For Services - Rate Contract For Hiring Services For Rewinding/ Repairing Of Various Electrical Motors ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Rate Contract for Hiring Services for Rewinding/ Repairing of Various Electrical Motors
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Ravi Shankar Kushwaha	422101,India Security Press, Nashik Road Nashik , Maharashtra	1	N/A

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

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including add-ons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

**3. 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 NASHIK (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.

**4. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

India Security Press, Nashik (Unit of SPMCIL)

Account No.

201003551135

IFSC Code

INDB0001451

Bank Name

INDUSIND BANK

Branch address

Ashoka Marg, Ground Floor shop No. 5 Aryan Plaza, Ashoka Marg, NASHIK (MAHARASHTRA)  
. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

#### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### Buyer Added Bid Specific ATC

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

#### I) Eligibility Criteria :

**a) For MSE/Startup Firm:** The Firm must have capability to provide the relevant Services i.e Rewinding of various electrical motors.

**b) For Other Firm-Experience and past performance :-** The bidder should have experience of having successfully supplied the relevant services (i.e. Rewinding of various electrical motors.) in any one the last five years ending on 31.03.2025.

**II) PAN:** The Bidder should be registered with the Income tax. Relevant proof in support shall be submitted.

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

#### IV) Undertakings:-

- The bidder has to provide the undertaking that "We M/s. **<Name of the firm>** have not been blacklisted by Government of India/Any State Government/PSU/Any reputed Organization in the past".
- 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 tender document including the technical specifications."
- The bidder firm should have capability to supply the services as per tender document. We M/s. **<Name of the firm>** have the capability to supply the services as per tender document.

#### V) Scope of Work :

**The quantities of various types of motors to be repaired, as indicated in the table below, are on a per year basis. Since the contract period is for two (02) years, bidders are required to quote their prices considering the total requirement for two years. (Bidders shall not only quote the unit prices, but must also submit the total estimated cost for the entire two-year period.) The detailed quantity for the two-year duration is provided in the Price Break-Up file.**

**Job work of Rewinding/Repairing of Ceiling fans/Pedestal fans/Wall mounted fans/Exhaust fans/Induction Motors: -**

Sr. No.	Description of Works	Approximate quantity per year
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01	<p>Rewinding/Repairing of all types of ceiling fans including BLDC ceiling fans/pedestal fans/wall mounted fans, exhaust fans using necessary gauge annealed &amp; insulated copper wire with necessary insulating separators, vibration arresting shellac etc. including replacement of worn out bearings, screws, bushes, nut-bolts with washers, end plates, supply connectors, gear mechanism, defective shaft, quarter pins, rubber bush, speed variation buttons, safety pins of different sizes, defective connectors, replacing of defective control power card of BLDC ceiling fans, faulty fan condenser if necessary repairing of swing mechanism, speed regulator if any, lathe work if required. To make greasing and oiling to gear assembly and bearings. To make complete overhauling of defective fans. The detail approximate yearly requirement of rewinding/repairing of different fans as below: -</p>	
1a.	Normal old type & BLDC type Ceiling Fans rating 60watt/80watt	90Nos.
1b.	Table fans 300mm, 1-phase	05Nos.
1c.	Wall mounting fans 300mm, 1-phase	05Nos.
1d.	Wall mounting fans 400mm, 1-phase	10Nos.
1e.	Exhaust fans 1phase Size- 300mm	05Nos.
1f.	Exhaust fans 3-phase size-300mm	05Nos.
1g.	Exhaust fans 1phase, Size- 450mm	05Nos.
1h.	Exhaust fans 3phase, Size- 450mm	05Nos.
1i.	Exhaust fans 1phase/3phase, Size- 600mm	05Nos.
1j.	Pedestal Fan 1phase, 300mm	05Nos.
02	<p>Rewinding/Repairing of 1-phase, 3-phase Induction motors, capacitor start capacitor run motors using necessary gauge annealed &amp; insulated copper wire with necessary insulating separators, mica sheets, varnish, vibration arresting shellac etc. including replacement of worn out bearings, screws, bushes, nut-bolts with washers, end plates, supply connectors/ terminal blocks, quarter pins, rubber bush, speed variation buttons, centrifugal switch, safety pins of different sizes, defective connectors, faulty condenser, lathe work if necessary for repairing if required. Complete overhauling of defective/ burnt motors. The detail approximate yearly requirement of rewinding/repairing of different motors as per capacity is as below: -</p>	
2a.	1-phase Motors upto 380wattage	05Nos.
2b.	3-phase Motors upto 380wattage	05Nos.
2c.	1-phase Motors upto 1HP	05Nos.
2d.	3-phase Motors upto 1HP	05Nos.
2e.	1-phase Motors upto 2HP	05Nos.
2f.	3-phase Motors upto 2HP	05Nos.
2g.	1-phase Motors upto 3HP	05Nos.

2h.	3-phase Motors upto 3HP	05Nos.
2i.	3-phase Motors upto 5HP	05Nos.

**Terms and Conditions: -**

1. Firm should quote the rate for rewinding of ceiling fans, 1-phase/3-phase motors, exhaust fans after deducting the value of scrap removed winding, bearings, gear assembly etc. but including the material cost required to complete the rewinding job.
2. The quantity mentioned is tentative and may vary according to the requirements of ISP.
3. Apart from the rewinding, the repairing should be done of any damaged/worn out part like bearing, bush, capacitor, terminal plate, bending of shaft, swing & gear mechanism, buttons, bending of fan blades, replacement of defective control power card in case of BLDC ceiling fans etc.
4. Firm should quote rates/ price including discount/rebates if any in any form in the techno commercial offer.
5. The rewinding/repairing of fan and motors shall be completed within maximum 15 days after handed over to firm.
6. Makes of the material: - i) Bearing – SKF/NRB only, ii) Winding wire – standard ISI marked. iii) Bush, swing/gear mechanism – standard ISI marked iv) Buttons – Anchor, Havells, L&T, or exact equivalent
7. ISP will not provide any tools, equipment, spares to perform the repairing job, firm should carry out the rewinding/ repairing work at their work site.
8. After call, firm should collect the defective ceiling fan or defective motor from ISP and after repairing return back to ISP.
9. Payment will be done after successful test trials of repaired completion of job work.
10. The rates should be inclusive of all incidental charges i.e. taxes, duties, material, labour charges, to and fro charges from ISP, GST etc.
11. Firm should offer minimum 90-days warranty for the rewinding work of the ceiling fans and motors.
12. Firm should use general electric material such as bearings, winding wire, insulating mica sheet, varnish, bushes, gear assembly, terminal blocks, rubber bushes, etc, for repairing of standard reputed makes with ISI marked only.
13. This rate contract order should be valid for two years.
14. If the rewinded motors are found faulty in any respect within the warranty period, they may be rejected and the firm has to rectify the problem on free of cost.
15. The firm should submit the bill in triplicate duly signed and stamped.
16. The motor rating given in the above list is standard rating in rounded form, if the actual motor rating does not match with the rating given in the list (under contract) the payment shall be made equal to the nearest lower motor rating.

**VI) Contract Duration:** The contract will be effective for 2 years from date of issue of Contract.

**VI) Payment Terms :** Payment will be done after successful test trials of repaired completion of job work.

**VII) Quantum of LD:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

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

Sr. No.	Description	Submitted / Not Submitted
1	EMD	



2	Documentary evidence towards Eligibility Criteria as per Clause No. I	
3	Documentary evidence towards PAN & GST Registration as per clause II) & III)	
4.	Undertakings/Declarations as per clause IV)	
5.	Duly sealed and signed copy of Scope of Work	

#### **XI) 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. three days**). If the bidder does not comply or respond by the date/period (**i.e. within three 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](mailto: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.

#### **X) Instruction to Bidders:**

a) Interested firms are requested to submit the above required documents sealed and signed on all pages along with Bid.

b) **“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.”*

c) The participating firm must read GIT & GCC clauses before participating in the bid which are as follows:

i) <https://spmcil.com/uploaddocument/GIT3.0.pdf>

ii) <https://spmcil.com/uploaddocument/GCC3.0.pdf>

d) Bidders may please note that GeM is capturing and showing the IP addresses used by the bidder(s). The received bids having matching / common IP address with bidder(s), shall be outrightly rejected & shall not be considered for further evaluation

e) Request for extension of the bid opening date and / or any other query related to bid should be made through GeM portal only, no other means of communication will be entertained.

f) **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, the bidder can submit the Clarification / Shortfall Document through e-mail (e-mail id: [purchase.isp@spmcil.com](mailto: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.

g) Representation against the Technically Rejected Bidders in GeM: With respect to the representation window for rejected bidders, any clarification/shortfall document submitted in the representation window will not be accepted. Only a representation about the wrong evaluation done will be considered.

## अस्वीकरण/Disclaimer

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.

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

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

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

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। 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.

---धन्यवाद/Thank You---