

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	10-06-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	10-06-2026 15:30:00
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
कुल मात्रा / Total Quantity	6000
वस्तु श्रेणी / Item Category	Procurement of 6000 nos. of BOPP Tape Rolls
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Biaxially Oriented Poly-Propylene BOPP Tape
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Polymide Tapes, Bird Repellent Tape, Polytetrafluoroethylene (PTFE) Thread Sealing Tape, Polyester Resin Impregnated Weftless Glass Tape (BHEL)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Bird Repellent Tape • Polymide Tapes • Polytetrafluoroethylene (PTFE) Thread Sealing Tape
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	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

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
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	495600
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई के लिए आरक्षित / Reserved for MSE

एमएसई के लिए आरक्षित / Reserved for MSE	Yes
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ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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

Procurement Of 6000 Nos. Of BOPP Tape Rolls (6000 rolls)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer
Specification Document

[Download](#)

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
			मात्रा /Quantity	प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
1	Ravi Shankar Kushwaha	422101,India Security Press, Nashik Road Nashik , Maharashtra	1080	1	60
			1080	61	120
			1080	121	180
			1080	181	240
			1680	241	300

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. Minimum Qualification Criteria:

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

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

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

III) Undertaking: -

a) "We M/s. _____ firm has not been blacklisted by Government of India/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 document including the technical specifications.**"

c) The bidder has to provide **the undertaking that "We M/s. < _____ > have the Capability to supply of the tendered item i.e: Biaxially oriented poly-propylene BOPP Tape Rolls with ISP Monogram, Quantity - 6000 Rolls."**

Bidders are requested to provide GeM Contracts/ Purchase Orders for tendered item i.e. BOPP Tape Roll for verification of capability along with the undertaking as mentioned above.

d) The bidder has to provide the undertaking that "We M/s _____ have read and accept all the terms & conditions of GIT & GCC of the Bid document".

Link to GIT & GCC are as follows: -

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

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

IV) 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.

V) Certificate of MSE: The firm must have a valid registration certificate as MSE issued by NSIC, DGS&D or any authorized body by Ministry of MSME for Manufacturing of the tendered item and the same shall be submitted by the firm along with tender/bid.

VI) 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 there after and if they notice any such incident happening, they shall report it to Vigilance."

VII) Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Bidders are required submit the appropriate undertaking in 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 the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard.

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all 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 allowed to sub-contract works to any contractor from a country which shares a land border with India

unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,; and so solemnly certify that we are not from such a country or, if from such a country, we are registered with Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.”

c) “Bidder” including the terms ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means 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 any of the descriptions of bidders stated here in before, including any agency branch or office controlled 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:- 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 any 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 ownership 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 alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of Capital or profits of the partnership.

(3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

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

VIII). Technical Specification, Sample and Delivery schedule for BOPP Tape Roll

[Below Technical Specifications, Sample and Delivery schedule shall be submitted on firm's Letter Head with seal & sign as a token of acceptance]

1. TECHNICAL SPECIFICATION : BOPP Tape Roll

A). Material Description: Biaxially oriented poly-propylene BOPP Tape.

1. Material- Biaxially oriented poly-propylene.
2. Width: 100mm +/- 3 mm.
3. Length: 70 meters +/- 3 meters.
4. Thickness of the film with adhesive: 60 microns +/- 3 microns
5. Internal diameter of the core :75mm +/- 3mm
6. Base color-brown
7. ISP Monogram should be printed in single color red/dark blue which (design/monogram) will be provided to successful bidder.
8. General:

Tape is required for edge joint/ sealing of corrugated boxes with waterproof coating and having material upto 80 kgs. Bonding should be very good and should be in position to resist the load / weight and transport hazards.

B). Sample: -

A Sample of BOPP Tape 02 nos. are to be submitted free of cost for approval, before bulk Supply. Sample must be submitted within 15 days of issue of GeM contract date and within 15 days suitability status shall be confirmed.

C). Delivery Schedule: - (36 BOPP Tape each Box)

- 1). 1st lot 1080 nos. within 30 days from the date of acceptance of sample.
- 2). 2nd lot 1080 nos. within 90 days from the date of acceptance of sample.
- 3). 3rd lot 1080 nos. within 150 days from the date of acceptance of sample.
- 4). 4th lot 1080 nos. within 210 days from the date of acceptance of sample.
- 5). 5th lot 1080 nos. within 270 days from the date of acceptance of sample.
- 6). 5th lot 600 nos. within 270 days from the date of acceptance of sample.

IX. Quality Control Requirement: -

- i. The material supplied by the successful bidder will be accepted on manufacturer's test report/COA of all parameters as per specification provided in the Bid Document. The supplier has to provide test certificate containing all parameters as per ISP specification along with each supply. The purchaser reserves the right to get the material supplied and tested from in house laboratory or any other laboratory of repute and in case the material is found not meeting the specification, the purchase

user shall be entitled to cancel the contract, and if so desired, purchase 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 for performance at ISP. If any defect/variation is noticed then the same will be replaced free of cost by the supplier/seller up to India Security Press, Nashik Road, failing which equivalent amount of defective material will be deducted in the subsequent bills or from any amount due to them.

X) Special Condition of Contract (SCC):

1) Transportation of Goods: The transportation of goods to be procured will be done by the supplier on FOR ISP Basis. The total cost of the transportation should be indicated in the price bid of the item 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 be 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 send all the relevant dispatch documents well in time to ISP Nashik to enable ISP Nashik to clear or receive (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. incurred until delivery of the contracted goods to SPMCIL. If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.

5) Terms and Mode of Payment: 100% payment will be released within thirty (30) days of issue of consignee 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 such as Name of Bank, Account No., IFSC Code No., MICR No. along with the Tender document. TDS, if any, will be deducted as applicable.

6) Termination/Short Close of Contract: India Security Press, Nashik reserves the right to terminate the contract, in whole or in part for ISP's convenience, by serving written notice on the supplier at any time during the currency of contract.

7) Warranty: Three (03) months from the date of last supply.

XI) BIDDER MUST SUBMIT REQUIRED DOCUMENTS ALONG WITH BELOW MENTIONED CHECKLIST:

Sr. No.	Description	Submitted / Not Submitted
1	MSE Certificate / Start Up Certificate if any	
2	Documentary evidence towards PAN & GST Registration as per clause I & II	
3	Undertakings/Declarations as per clause III a),b),c) and d)	
4	Undertaking for land border sharing as per clause VII	

5	Duly sealed & signed copy Technical Specification, Pre-dispatch sample and delivery schedule on firm's Letter Head, as per Clause VIII mentioned under Buyer Added Bid Specific ATC	
6	Undertaking for Adherence to Quality Control Requirement on firm's Letter Head, as per Clause IX mentioned under Buyer Added Bid Specific ATC.	
7	Adherence to the Special Conditions of Contract (SCC) on firm's Letter Head, as per Clause X mentioned under Buyer Added Bid Specific ATC.	
8	Sealed and signed copy of bid document	
9	Certificate of Local Content (Make in India)	

XII) 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).

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.

NOTE 1: 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.

NOTE 2: 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.

NOTE 3: 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.

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---