

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	20-03-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	20-03-2026 17:30:00
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	Customized AMC/CMC for Pre-owned Products - DVM AC-Outdoor Units; SAMSUNG; Annual Maintenance Contract (AMC); Quarterly; No , Customized AMC/CMC for Pre-owned Products - DVM AC -Indoor Units; SAMSUNG; Annual Maintenance Contract (AMC); Quarterly; No
अनुबंध अवधि / Contract Period	1 Year(s)
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) *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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	3

बिड विवरण/Bid Details	
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	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
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

एडवाइजरी बैंक/Advisory Bank	Indusind bank
ईएमडी राशि/EMD Amount	11000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Indusind bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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।/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.

(b). 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  
IDA Phase-II, Cherlapally, Hyderabad-500051  
(India Government Mint, Hyderabad)

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
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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. 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.
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.

7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

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

**Scope of Work:**[1770284676.pdf](#)

**Product/Equipment Details:**[1770284686.pdf](#)

**Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:**[1770284703.pdf](#)

**Customized AMC/CMC For Pre-owned Products - DVM AC- Outdoor Units; SAMSUNG; Annual Maintenance Contract (AMC); Quarterly; No ( 10 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Product category	DVM AC- Outdoor Units
Product Brand	SAMSUNG
Type of service	Annual Maintenance Contract (AMC)
Preventive Maintenance Frequency	Quarterly
Manpower Required	No
<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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Chittiboyina Madhava	500051,IDA, Phase-II Cherapally, (R.R district) Hyderabad , Telangana	10	<ul style="list-style-type: none"> <li>Number of months within the contract period for which service is required : 12</li> </ul>

**Customized AMC/CMC For Pre-owned Products - DVM AC -Indoor Units; SAMSUNG; Annual Maintenance Contract (AMC); Quarterly; No ( 51 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Product category	DVM AC -Indoor Units
Product Brand	SAMSUNG
Type of service	Annual Maintenance Contract (AMC)
Preventive Maintenance Frequency	Quarterly
Manpower Required	No
<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**

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Chittiboyina Madhava	500051,IDA, Phase-II Cherapally, (R.R district) Hyderabad , Telangana	51	<ul style="list-style-type: none"> <li>Number of months within the contract period for which service is required : 12</li> </ul>

## 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. **Forms of EMD and PBG**

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

India Government Mint, Hyderabad (A unit of SPMCIL)  
payable at  
Hyderabad

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 3. **Forms of EMD and PBG**

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

India Government Mint, Hyderabad (A unit of SPMCIL)  
payable at  
Hyderabad

. 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.

### 4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

INDIA GOVERNMENT MINT (A UNIT OF SPMCIL) -COLLECTION A/C  
Account No.  
201003484303  
IFSC Code  
INDB0000004  
Bank Name  
INDUSIND BANK  
Branch address  
0004 - HYDERABAD

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 5. **Forms of EMD and PBG**

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 Government Mint, Hyderabad (A unit of SPMCIL)  
payable at  
Hyderabad

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

India Government Mint, Hyderabad (A unit of SPMCIL)

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## 7. 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 GOVERNMENT MINT (A UNIT OF SPMCIL) -COLLECTION A/C

Account No.

201003484303

IFSC Code

INDB0000004

Bank Name

INDUSIND BANK

Branch address

0004 - HYDERABAD

. 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.

## 8. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

### **Non-Comprehensive AMC of Samsung DVM AC:**

Make: Samsung

Model no: AM300MXVAGC /TL

Servicing of Indoor units: 51 nos.

Servicing of Outdoor units: 10 nos.

### **A. Detailed Scope of Services under Non-comprehensive AMC of Samsung DVM AC includes:**

- i. This Non-Comprehensive Annual Maintenance Contract shall be a contract for DVM's type industrial AC's for a period of 12 Months from the date of issue of contract.
- ii. The scope and nature of services to be provided by the contractor shall include Mandatory **4 No's s cheduled preventive maintenance service visits** for each DVM's type industrial AC Equipment.
- iii. 04 No's Preventive maintenance service visits to each DVM's type industrial AC equipment would be carried out by the service provider ensuring at least 1 No's either Wet / Dry service in every quarte

r to keep the equipment running in a trouble free condition during the 1 year period of contract. Service Provider should ensure to complete 2 No's Wet Service and 2 No's Dry Maintenance service visits mandatorily in 4 Quarters as a whole and a record shall be maintained for each DVM's type industrial AC equipment.

- iv. The cleaning/ repair of AC Indoor & Outdoor Units, periodical topping up of Refrigerant gas in all AC's shall be covered under this AMC contract; required Refrigerant gas will be provided by IGMH. Details of all minor/major, routine/preventive repair/maintenance job undertaken shall be entered into the service sheet.
- v. Besides mentioned mandatory periodic servicing visits of the DVM's type industrial AC's, contract shall also include attending the breakdown calls and same shall be attended by the contractor within 08 hours of rising breakdown complaint.
- vi. AC Spares required for the restoration of AC's will be in the IGMH scope. However the required tools and plants i.e., Tools/Equipment, Brazing Torch, Brazing LPG, Cleaning Material, Blower etc., as required for carrying out the work mentioned in the scope shall have to be arranged by the Contractor at his cost and no promise on tools will be arranged by IGMH.
- vii. In addition to the regular Wet and Dry service works, following works shall also be included in the Non-comprehensive Annual Maintenance Contract (NCAMC) of DVMS type industrial AC HVAC:
  - Coil Jet water Servicing has to be done by the vendor to all Mentioned Units (both indoor & outdoor units) Re-Insulation & Support work for piping to all the AC Unit is in the scope of Vendor.
  - Replacement of the existing with the supplied parts in examining and coining section DVMS AC is in the scope of vendor.
  - Servicing of Electronic Expansion Valves under the scope of vendor's only.
  - Any other required work for making the DVMS AC operational is in the scope of Vendor.
  - The filters shall be cleaned and record there of shall be maintained.
  - Tightening of all electrical Contacts of AC should be done.
  - Checking operation of controls of the air- conditioners such as thermostat, relays, remote control etc.
  - Cleaning of the Equipment, charging of refrigerant gas etc.,
  - Checking motor bushings, Ground Connections
  - Checking connections at the main plug
  - Cleaning of Blower and condenser fan
  - Cleaning of Evaporator and Condenser coils
  - Checking and Tightening of the Nuts and Bolts
  - Oiling of the Motor
  - Checking of the Cooling efficiency
  - Overhauling of the A/c with chemical washing process.
  - Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high-pressure jet of water.
  - Greasing of blower motors and all moving parts.
  - Checking air flow through the supply air grill, return air grill, condenser.

- Checking operation of the drive motors and fans.
- Checking air temperature at supply air grill, return air grill, Inlet air condenser, outlet air from condenser.

**B. GENERAL TERMS AND CONDITIONS OF THE CONTRACT:**

- i. Payment will be made on Quarterly basis after completion of AC services as per the Quarterly service record of the maintenance activities performed by the Contractor during the execution of NCAMC contract with respect to each DVMS type industrial AC units. Only Proportionate payment will be paid in accordance with the number of AC service done at actuals during the Quarter (i.e. proportionate to Number of DVMS type industrial AC service done against 10 No's Outdoor units plus 51 no's of Indoor type of DVMS type industrial AC).
- ii. The history sheet of servicing/breakdown repairing of each and every unit shall be maintained duly acknowledged & signed by In-charge Electrical Maintenance. The copy of reports shall be submitted along with the Quarterly bill subsequent to the servicing activity.
- iii. All break-down calls shall be attended immediately within 8 Hrs. and on the same day. Breakdown calls that could not be attended to on the same day for exceptional reasons as satisfied by the In-charge electrical maintenance shall be attended to on within 24 Hours without fail.
- iv. The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the IGMH Electrical Supervisor/in-charge of the department. The entire installation should be intact at any time of inspection as was handed over to him at the time of initial taking over of its maintenance and operation. Care shall also be taken not to damage installation by improper handling.
- v. The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the Site, the quantities and nature of works and material necessary for the providing the services.
- vi. The tenderer shall take into account basic price, cost of labour, T&P, taxes as applicable, conveyance / cartage etc. before quoting the rates. No extra claim whatsoever in this regard shall be entertained.

**9. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

<p class="MsoListParagraphCxSpFirst" style="margin-bottom:0cm;margin-bottom:.0001pt; mso-add-space:auto;text-align:justify;text-indent:-18.0pt;line-height:normal; mso-list:l0 level1 lfo2;mso-layout-grid-align:none;text-autospace:none"><!--[if !supportLists]--><b><span style="font-family:"Bahnschrift Light",&quot;sans-serif"; mso-fareast-font-family:"Bahnschrift Light";mso-bidi-font-family:"Bahnschrift Light";">A.<span style="font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-size-adjust: none; font-language-override: normal; font-kerning: auto; font-optical-sizing: auto; font-feature-settings: normal; font-variation-settings: normal; font-variant-position: normal; font-variant-emoji: normal; font-weight: normal; font-stretch: normal; font-size: 7pt; line-height: normal; font-family: "Times New Roman";">&nbsp;&nbsp;  </span></span></b><!--[endif]--><span style="font-family: "Bahnschrift Light";, &quot;sans-serif";">The</span><span style="font-family:"Bahnschrift Light",&quot;sans-serif";"> bidder firm should meet following eligibility criteria to qualify:<o:p></o:p></span></p><p class="MsoListParagraphCxSpLast" style="margin-bottom:0cm;margin-bottom:.0001pt; mso-add-space:auto;text-align:justify;line-height:normal; mso-layout-grid-align: none;text-autospace:none"><span style="font-family:"Bahnschrift Light"t,&quot;sans-serif";">&nbsp;&nbsp; </span></p><p class="MsoNoSpacing" style="margin-left:36.0pt;text-align:justify;text-indent: -36.0pt;mso-text-indent-alt:-18.0pt;mso-list:l1 level1 lfo1"><!--[if !supportLists]--><span style="font-family:"Bahnschrift Light",&quot;sans-serif";mso-fareast-font-family:&quot;Bahnschrift Light";mso-bidi-font-family:&quot;Bahnschrift Light";mso-bidi-language: HI"><span style="font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-size-adjust: none; font-language-override: normal; font-kerning: auto; font-optical-sizing: auto; fo









The payment to the agency will be made on quarterly basis at the end of each quarter against invoice raised by the agency and based on past performance.

The

This is the sole responsibility of the contractor to submit the service reports of scheduled / breakdown service report at the time of submission of bill.

## 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---**