



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5933042 Dated/दिनांक : 25-02-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-03-2025 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	खुलने की 28-03-2025 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	- [120 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance	
Department Name/विभाग का नाम	Department Of Economic Affairs	
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmcil)	
Office Name/कार्यालय का नाम	Janpath	
क्रेता ईमेल⁄Buyer Email	buycon9.spmcils.mp@gembuyer.in	
ltem Category/मद केटेगरी	Custom Bid for Services - Hiring of an agency for OM 132 33 KV substation	
Similar Category/समान श्रेणी	<ul> <li>Operation and Maintenance Of Electrical Systems/Electrical Installations</li> </ul>	
Contract Period/अनुबंध अवधि	1 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	24 Lakh (s)	
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
	1	

Bid Details/बिड विवरण			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο		
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	r No		
Type of Bid/बिड का प्रकार	Two Packet Bid		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days		
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes		
Arbitration Clause	No		
Mediation Clause	No		

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Indusind bank	
EMD Amount/ईएमडी राशि	118000	

#### ePBG Detail/ईपीबीजी विवरण

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

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शतों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन

जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Narmadapuram Security Paper Mill, Narmadapuram (Security Paper Mill)

#### MII Compliance/एमआईआई अनुपालन

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MII Compliance/एमआईआई अनुपालन	Yes

Yes

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

 If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
 The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
 Years of Past Experience required: The bidder must have experience for number of years as indicated above in

4. 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.

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 <u>OM No.1 4 2021 PPD dated 18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 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. If L-1 is not an MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference (s) has/have quoted price within L-1+ 15% of margin of purchase preference for service provider quantity will be awarded to such 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.

7. 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.

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

Payment Terms: 1739187341.pdf

Scope of Work:<u>1739187414.pdf</u>

GEM Availability Report ( GAR):<u>1739187504.pdf</u>

Any other Documents As per Specific Requirement of Buyer -1: 1739187515.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:<u>1739187976.pdf</u>

Custom Bid For Services - Hiring Of An Agency For OM 132 33 KV Substation (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of an agency for OM 132 33 KV substation	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Addon(s)/एडऑन		

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Balbir Singh Prajapati	461005,Security Paper Mill ,Narmadapuram , Madhya Pradesh	1	N/A

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

#### 1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 2. Forms of EMD and PBG

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

Security Paper Mill, Narmadapuram payable at Security Paper Mill, Narmadapuram

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

#### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Security Paper Mill, Narmadapuram

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

#### 4. Forms of EMD and PBG

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

Security Paper Mill, Narmadapuram payable at Security Paper Mill, Narmadapuram

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

#### 5. Forms of EMD and PBG

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

SECURITY PAPER MILL, NARMADAPURAM (Collection A/c) Account No. 201003487038 IFSC Code INDB0000449 Bank Name Indusind Bank Branch address Ground Floor, Sat Rasta, Main Road, Narmadapuram (M.P) 461001

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

#### 6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Security Paper Mill, Narmadapuram payable at Security Paper Mill, Narmadapuram After award of contract Successful

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

#### 7. Forms of EMD and PBG

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

#### Security Paper Mill, Narmadapuram

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

#### 8. 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

SECURITY PAPER MILL, NARMADAPURAM (Collection A/c) Account No. 201003487038 IFSC Code INDB0000449 Bank Name Indusind Bank Branch address Ground Floor, Sat Rasta, Main Road, Narmadapuram (M.P) 461001 . 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.

#### 9. Buyer Added Bid Specific ATC

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

#### 10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# **ADDITIONAL TERMS & CONDITIONS (ATC)**

**1. Required Terms of Delivery:** F.O.R. Security Paper Mill Narmadapuram (D uly Unloaded).

2. Destination: Security Paper Mill, Narmadapuram (M.P.)-461005

**3.** Bidder Should Quote Prices Inclusive of GST And All Cost Components Such A s Packing & Forwarding Details, Freight & Insurance Charges up to Destination etc. on FOR Security Paper Mill, Narmadapuram (Madhya Pradesh), India basis o nly.

**4. Liquidated Damages (LD) Clause:** If the contractor fails to deliver the goo ds and/or services or any instalment thereof within the Delivery Period, SPM Nar madapuram shall, without prejudice to other rights and remedies available to S PM, Narmadapuram under the contract, deduct from the contract price, as Liqui dated damages, a sum equivalent to the rate of 0.5 per cent of the delivered pri

ce of the delayed goods and/or services for each week of delay or part thereof u ntil actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods or services.

**5.** The terms and conditions, guidelines of SPMCIL Procurement Manual Version 3.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer General Instructions to Tenderer (GIT) and General Conditions of Co ntract (GCC) of SPMCIL Procurement Manual Version 3.0 for additional terms an d conditions as per the links given below:

GIT: <u>https://www.spmcil.com/wp-content/uploads/2024/06/GIT-3.0-1.</u> pdf GCC: <u>https://www.spmcil.com/wp-content/uploads/2024/06/GCC-3.0-1</u> .pdf

**6.** SPM (as Buyer) is liable to deduct TDS u/s 194Q @ applicable rate on goods p urchases (if applicable). In case of deduction of TDS under section 194Q; the Su pplier (Vendor) need not to charge TCS u/s 206C (1H) on invoicing on or after 0 1.07.2021.

**7.** Vendor has to submit declaration in specified format (refer Buyer added Spe cific ATC) for the compliance of Section 206AB of Income Tax Act, 1961. In case of non-submission of declaration; TDS will be deducted at higher rates (as applic able) as per section 206AB.

**8. GST Return**: Supplier should file the GST returns for outward supplies in tim e. In case of any Input Credit Loss to SPM by way of their failure to files GST Ret urns in time, SPM reserves the right to withhold the payment of further supplies till production of evidence of filling of Returns.

**9. Delivery Period:** Within 365 days at SPM, Narmadapuram from the date of i ssue of GeM order.

**10.** Bidder shall submit duly seal & signed copy of Technical Specifications.

**11. Payment terms: Monthly basis** after receipt of service and suitability by SPM, Narmadapuram and on production of all required documents by the suppli er.

**12.** The bidder firm should meet following eligibility criteria to qualify:-

# **Experience & Past Performance**

The bidder should have experience of having successfully supplied the manpow er services of ₹23,65,890.58/- in any one of the last five years ending on '31 Ma rch 2024'.

# Capability

The bidder must have capability to provide the relevant services.

The firm should have Class A contractor license issued by electrical regulatory a uthority government of Madhya Pradesh.

The firms having Class A electrical contractor license from other state should en dorse their electrical license from electrical regulatory authority government of Madhya Pradesh.

# **Financial Standing**

The average annual financial turnover of the bidder during the last three years, ending on '31 March 2024', should be at least ₹23,65,890.58/- as per the annua I report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India.

i) The net worth of the Bidder should not be negative on '31 March 2024' and al so

ii) should not have eroded by more than 30% in the last three years, ending on ' 31 March 2024'.

For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempted. However, its capacity and capability may be verified.

# **13. Safety precautions**

a) The Service Provider shall observe all applicable regulations regarding saf

ety on the Buyer's premises.

b) The Service Provider shall ensure proper safety of all the workmen, materi als, plant and equipment belonging to him or to Buyer or to others, working at t he Buyer's premises.

c) The Service Provider shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Buyer or other Contractors under a ny circumstances, whatsoever, unless expressly permitted in writing by Buyer t o handle such fuses, wiring or electrical equipment.

d) No electric cable in use by the Buyer will be disturbed without prior permis sion. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

e) It is mandatory for the Service Provider to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

# 14. Safety Rules

(i) Each employee shall be provided with initial indoctrination regarding safety b y the Service Provider, so as to enable him to conduct his work in a safe manner

(ii) No employee shall be given a new assignment of work unfamiliar to him wit hout proper introduction as to the hazards incident thereto, both to himself and his fellow employees.

(iii) Under no circumstances shall an employee hurry or take unnecessary chanc e when working under hazardous conditions.

(iv) Employees must not leave naked fires unattended. Smoking shall not be per mitted around fire prone areas.

(v) Employees under the influence of any intoxicating beverage, even to the sli ghtest degree shall not be permitted to remain at work.

(vi) The employees when working around moving machinery must not be permitted to wear loose garments.

(vii) Safety shoes are recommended when working in shops or places where m aterials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.

(viii) The employees must use the standard protection equipment intended for e ach job. Each piece of equipment shall be inspected before and after it is used.

Note: Participating bidder needs to submit all related documents alon g with the bid.

# 15. Declaration

We do hereby declare that,

- 1. We have not been blacklisted/ debarred by BNPMIPL/BRBNMPL/SPMCIL or an y Govt. Departments for participation in tenders. The information provided a bove is correct and true to the best of my knowledge and belief.
- 2. We do hereby declare that we have read and understood all terms and con ditions of tender document including GIT, SIT, GCC, SCC, Technical Specificat ion, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.
- **3.** We are accepting all the terms and condition as per Buyer Added Bid Specific ATC (Acceptance of Gem Bid).
- 4. We are accepting all the terms and conditions of the tender document witho ut any deviation and withdraw all deviations if any.
- 5. We have read the clause regarding restrictions on procurement from a bidd er of a country which shares a land border with India. I certify that our firm is not from such a country or, if from such a country, has been registered with t he Competent Authority. I hereby certify that our firm fulfils at requirements in this regard and is eligible to be considered." (Where applicable, evidence of valid registration by the competent Authority shall be attached)"

I, the undersigned, declare that the item mentioned in bid originates in..... (Name of the country).

#### Details of Firm:-

- 1. PAN\_\_\_\_
- 2. GSTIN \_\_\_\_\_
- 3. Vendor Code: \_\_\_\_\_
- 4. TAN: \_\_\_\_\_(TAN no.)

Note:-

<sup>6.</sup> We do hereby declare that to the best of my /our knowledge and belief we are filling Income Tax Re turn ("ITR") correct, complete and are truly stated under <u>Section 206AB of TDS under income ta</u> <u>x Act, 1961</u>. In case there is a tax liability, interest or penal consequences which are levied on SPM on account of the false representation/ declaration, I/we undertake to fully indemnify SPM for the sam e.

1. Dispute Resolution: - the dispute if any arbitral shall be done in accordance with Arbitration and conciliat ion act 1996.

2. Bidders are required to submit all relevant documents along with bids only.

3. Termination for convenience: SPM reserves the right to terminate the contract, in whole or in part for its convenience, by serving written notice on the supplier at any time during the currency of the contract.

4. Submit the **price bid only as part of the financial bid** and not the technical bid.

# 5. Firm has to submit the additional performance security after amendment of contract under minimum wages.

#### 11. 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

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

# All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद 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 कान्तून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---