

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	30-09-2025 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	30-09-2025 13:30:00
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	N/a
कार्यालय का नाम / Office Name	Bank Note Paper Mill India Private Limited
कुल मात्रा / Total Quantity	6000
वस्तु श्रेणी / Item Category	Citric Acid, Monohydrate as per IS 5464 (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Partial   Experience - 1 year (s)   Turn over value - 2 (in lakhs)
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
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
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	18000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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 :**

BANK NOTE PAPER MILL INDIA PVT. LTD.

(A JV of SPMCIL – A Govt. of India Enterprise and BRBNMPL – A Subsidiary of RBI) Registered & Corporate Office Administrative Building Note Mudran Nagar Mysuru- 570003 Karnataka (Bank Note Paper Mill India Pvt. Ltd.)

**UIN Number NCTGC2415P**

**विभाजन/Splitting**

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

**एमआईआई खरीद वरीयता/MII Purchase Preference**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. 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.
2. 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.
3. 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.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value

should meet this criterion.

5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[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.

6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, 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 for any purchase preference. 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 for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

### **Citric Acid, Monohydrate As Per IS 5464 ( 6000 kilogram )**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Standards and Certifications	ISI marked	Yes, No Or higher
Generic	Physical Form	Powder

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Packing & Marking	<b>Packing Type</b>	Well closed Glass Container, Tinplate container with polyethylene liner, Carboard container with polyethylene liner, Plywood container with polyethylene liner, Libreboard container with polyethylene liner
	<b>Packing Size</b>	25.0 (kilogram)
Test Report/Certification	Availability Of Test Report To Prove Conformity to IS specifications as appliacable	NABL Accredited Lab

#### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

#### प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Bhoodhar Prasad Kewat	570003,Entry gate 1, Admin Building, Paper Mill Compound, Note Mudran Nagar,	6000	365

#### Special terms and conditions-Version:2 effective from 16-01-2025 for category Citric Acid, Monohydrate as per IS 5464

- The product may also carry an ISI Mark/Standard Mark as per the BIS standard governing this category. As such Buyers may also opt for ISI marked product while creating BID. In such cases buyer shall verify valid BIS License for the same at the time of evaluation of BID and check ISI marking at the time of receipt of material before issuing CRAC.

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

##### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

##### i. Delivery Terms & Delivery Address:

Delivery shall be made on F.O.R Basis, Bank Note Paper Mill India Pvt. Ltd., Mysore.

Delivery Address:

Engineering Stores, Bank Note Paper Mill India Pvt. Ltd., Note Mudran Nagar, Mysore – 570003, Karnataka.

**ii. Terms of Payment:**

100% amount of the invoiced value shall be released within 10 days from the date of receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier.

NEFT/RTGS details shall be furnished along with the Original Invoice.

**iii. Period Of Contract:**

The Contract for a period of one (01) year from the date of issuance of PO.

**iv. Delivery Schedule:**

Supplier shall start the delivery of material within 15 days from the date of issuance of delivery schedule by BNPM within the validity of contract. Monthly/Quarterly delivery schedule shall be issued to successful bidder.

**v. Performance Security:**

Within twenty-one days after the issue of notification of award by BNPM, the supplier shall furnish performance security to BNPM for an amount equal to **Five per cent (5%)** of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier. Performance security may be furnished as,

- a. Insurance Surety Bonds (or)
- b. Account Payee Demand Draft (or)
- c. Fixed Deposit Receipt from a commercial bank lien to Bank Note Paper Mill India Pvt. Ltd. (or)
- d. Bank Guarantee (including e-Bank Guarantee) issued/confirmed from any of the commercial banks in India in an acceptable form. (or)
- e. Online payment

**vi. Liquidated Damages (LD):**

If the supplier fails to deliver any or all of the goods within the time frame(s) incorporated in the contract, BNPM shall without prejudice to other rights and remedies available to BNPM under the contract deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Half) percent of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to maximum deduction of the 10% of the delayed goods' contract price(s).

**vii. Shelf Life:-**

- i.) Shelf life Period for Citric Acid shall be minimum 06 months from the date of supply to BNPM, Mysore.
- ii.) In case of any claim arising out within the shelf life time, BNPM shall promptly notify the same in writing to the supplier.
- iii.) Upon receipt of such notice, the supplier shall, within a reasonable span of time (or within the period), replace the defective chemicals or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced chemicals after providing their replacements and no claim, whatsoever shall lie on BNPM for such replaced chemicals thereafter.
- iv.) In the event of replacement of chemicals during the shelf life period, the shelf life for the replaced chemicals shall be extended to a further period of minimum six months from the date such replaced chemicals starts functioning to the satisfaction of BNPM.
- v.) If the supplier, having been notified, fails to replace the chemicals within a reasonable period (i.e.15 days), BNPM may proceed to take such remedial action(s) as deemed fit by BNPM, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BNPM may have against the supplier.

#### **viii. Rejection Replacement:**

Sample will be taken randomly, for lab testing. In case of supplies, materials not meeting our specification will be rejected outright and the rejected material shall be taken back within 7 days at the cost and risk of the supplier and replacement should be made within 15 days from the date of intimation. No payment shall be made for rejected item. If the material is not taken back within the stipulated period, BNPM reserves the right to dispose off the material at the risk and expense of the vendor.

#### **ix. Delay in supplier's performance:**

Time is essence of the contract and completion of delivery dates agreed to are binding on the supplier. In the event the supplier is not able to supply as per the delivery schedules given by BNPM, Purchaser will have a right either to cancel the order without prejudice to any other rights or to make purchase from an alternate source at the risk and cost of the seller.

In case of rejection and failure to replace goods, the order will be treated as incomplete and BNPM may cancel the order and will arrange to purchase the goods from elsewhere at supplier's risk and cost and the purchase order on supplier shall be cancelled and action taken as per the order terms.

#### **x. Vendor Performance:**

Vendor shall be evaluated for their performance. The performance shall be based on timeliness of deliveries, quality of the material supplied, technical support, quality of after-sales service if any, replacement of the defective material if any, responsiveness etc. Based on the above criteria, the vendor shall be rated in category "A", "B" & "C". The vendor with rating "C" shall be disqualified/debarred from participating in the tender for period of 12 months.

#### **xi. Extension of Time:**

If the contract is delayed in the progress of work by changes ordered in the work, or any clause which BNPM shall decide to justify the delay, then the time of completion shall be extended by a reasonable time.

If at any time during the currency of contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BNPM in writing about the same and its likely duration and make a request to BNPM for extension of the delivery schedule accordingly. On receiving the supplier's communication, BNPM shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

#### **xii. Risk Purchase Clause:**

If the supplier fails to abide by the terms and conditions of this agreement, or fails to supply the material as per the delivery schedule or any time repudiates the contract, the purchaser will have the right to

- a. Appropriate the Security Deposit (by invoking the Bank guarantee/performance security) deposited by the supplier and procure the tender item from other agencies at the risk and cost of the supplier.
- b. The cost difference between the alternative arrangement and supplier's tendered value will be recovered from the supplier along with the other incidental charges.

In case of procurement through alternative sources, and if procurement price is lower, no benefit on this account will be passed on to the supplier.

#### **xiii. Fore-Closure Clause:**

If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the supplier, the supplier without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.

#### **xiv. Force Majeure:**

In the event of any unforeseen event directly interfering with the supply of stores arising during the cu

urrency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which have occurred under any other clause of this contract prior to such termination.

**xv. Settlement of Disputes through Arbitration:**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after their completion except accepted matters shall be settled through arbitration process as per the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Mysore, Karnataka.

**xvi. Legal Jurisdiction:**

The Courts of Mysore (Karnataka State) shall alone have jurisdiction to decide on any legal matter of dispute whatsoever arising out or in respect of the contract.

**xvii. Security and Confidentiality:**

BNPMIPL is a security organization and the premise is declared as 'Prohibited Area' by the Govt. of Karnataka. Hence the service provider has to abide by the security rules of the Company.

**2. Forms of EMD and PBG**

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

Bank Note Paper Mill India Private Limited  
Account No.  
05230350002465  
IFSC Code  
HDFC0000523  
Bank Name  
HDFC Bank  
Branch address  
BANGALORE

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.

**3. 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.

**4. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**5. 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



Bank Note Paper Mill India Private Limited  
Account No.  
05230350002465  
IFSC Code  
HDFC0000523  
Bank Name  
HDFC Bank  
Branch address  
BANGALORE

. 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.

**6. Generic**

**Staggered Delivery:** The ordered items shall be supplied in a staggered manner. (

2000  
Quantity shall be supplied within  
30  
days of contract placement and thereafter  
2000  
Quantity per Quarter)

**7. Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

**8. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**9. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## 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. 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.
16. 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 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.**

[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 कार्यवाई 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---**