



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2022/B/2929931  
Dated/दिनांक : 20-01-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-02-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-02-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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 (spmci)
Office Name/कार्यालय का नाम	Janpath
Total Quantity/कुल मात्रा	10
Item Category/मद केटेगरी	Split Air Conditioner Including Green AC - (Version 2.0) (Q2)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Compliance of BoQ specification and supporting document *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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	10000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank	Indusind bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

(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 शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी 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।

(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 :**

Asst. Manager (Materials)  
India Government Mint, Kolkata, West Bengal, Pin 700053  
(Suvin Varghese)

**Splitting/विभाजन**

Bid splitting not applied.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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.

2. 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.
3. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. 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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.
5. 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.

### Split Air Conditioner Including Green AC - (Version 2.0) ( 10 pieces )

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

Brand Type/ब्रांड का प्रकार	Registered Brand
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#### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	<b>Nominal Marketing capacity as per BEE Star Rating Label (hint: 1 Ton = 3000 Kcal/Hr, Tolerance +/- 10%) (in Ton)</b>	2.0
	<b>Technology of air conditioner</b>	Inverter AC - Variable Speed

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>ISEER (Wh/Wh) values for compliance of Green AC</b>	Not applicable for Non Green AC
	<b>Rated voltage (in Volts)</b>	230 V, 1 Phase, 50 Hz, AC
STANDARDS	<b>Unit Mounting Arrangement</b>	Indoor Unit - Wall Mount type
	<b>Availability of BIS/ISI Mark certification</b>	No
	<b>Air Conditioner Compliance</b>	AC
	<b>BEE Star rating of the product (in Nos) (Central Ministries/ Departments while procuring shall ensure that the items carry 5 star (under normal conditions where annual usages is expected to be more than 1000 hrs),3 Star (where usage is Limited)</b>	5.0 Or higher
CONSTRUCTION	<b>Classification by function</b>	Cooling only (Cooling and dehumidification during cooling mode)
MATERIAL	<b>Material of Evaporator</b>	Copper Or higher
	<b>Material of Condensor</b>	Copper Or higher
WARRANTY	<b>AC Machine warranty (in Years)</b>	5 Or higher
	<b>Warranty on compressor (in Years)</b>	10 (for Inverter AC) upto including 2 Ton capacity
INSTALLATION	<b>Installation</b>	Standard installation(Scope of installation as per STC attached) with uninstillation of existing AC included

**Additional Specification Parameters - Split Air Conditioner Including Green AC - (Version 2.0) ( 10 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Eco-friendly Refrigerant	Yes
Refrigerant designation	R 32

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

Applicable Specification Document

[View](#)

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Pravin Kumar	700053,India Govt Mint, Alipore Kolkata , West Bengal	10	30

**Special terms and conditions-Version:3 effective from 12-07-2022 for category Split Air Conditioner Including Green AC - (Version 2.0)**

1. Central Ministries/ Departments while procuring electrical appliances notified by the Department of Expenditure (DoE) shall ensure that they carry the notified threshold or higher Star Rating of Bureau of Energy Efficiency (BEE). In this regard, DoE OM No.26/6/2012-PPD dated 21.01.2013 may also be referred wherein appliances and threshold star rating have been circulated.

**STC FOR SPLIT AIR CONDITIONERS**

◦ **Scope of installation and Commissioning for Ceiling Mount / Cassette AC**

1. Mounting/Fitting of indoor and outdoor units at the respective locations after cutting the false ceiling / drilling holes into the roof, if required.
2. Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
3. Checking / Charging Refrigerant gas in the unit.
4. Suitable electric wiring between indoor unit and switch upto 3 meters length.
5. Testing for satisfactory working without any abnormal noise as well as leakage test of entire

◦ **Following are not included in the scope of supply for Ceiling Mount / Cassette AC:**

1. Refrigerant pipe of required length.
2. Set of 4 nos. of Rods for fixing Cassette AC to the roof.
3. Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling
4. Switches/ Sockets / Plug Tops / Voltage Stabilizer./ Stand for ODU/Drain pipe/Angles

◦ **Scope of installation and Commissioning for Floor Standing / Tower type Split AC**

1. Mounting/Fitting of indoor and outdoor units at the respective locations.
2. Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
3. Checking / Charging Refrigerant gas in the unit.
4. Suitable electric wiring between indoor unit and switch upto 3 meters length.
5. Testing for satisfactory working without any abnormal noise as well as leakage test of entire

◦ **Following are not included in the scope of supply for Floor Standing / Tower type Split AC**

1. Refrigerant pipe of required length.
2. Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling
3. Switches/ Sockets / Plug Tops / Voltage Stabilizer / Stand for ODU/Drain pipe/Angles

◦ **Scope of installation and Commissioning for Wall Mount / High wall Split AC**

1. Mounting/Fitting of indoor and outdoor units at the respective locations.
2. Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
3. Checking / Charging Refrigerant gas in the unit.
4. Suitable electric wiring between indoor unit and switch upto 3 meters length
5. Testing for satisfactory working without any abnormal noise as well as leakage test of entire system

◦ **Following are not included in the scope of supply for Wall Mount / High wall Split AC**

1. Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling
2. Switches/ Sockets / Plug Tops / Voltage Stabilizer/Stand for ODU/Drain pipe/Angles

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

### **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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### **2. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address India Government Mint, Kolkata Alipore Kolkata West Bengal Pin 700053.

### **3. 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 %.

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

Bidders can also submit the EMD with Account Payee Demand Draft in favour of India Government Mint, Kolkata (A unit of SPMCIL) payable at Kolkata.  
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.

### **5. 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 (Name of the Buyer). 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

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

Bidders can also submit the EMD with Banker's Cheque in favour of India Government Mint, Kolkata (A unit of SPMCIL) payable at Kolkata.  
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.

### **7. 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, Kolkata (A unit of SPMCIL) payable at Kolkata. 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.

### **8. 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, Kolkata (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.

#### 9. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

#### 10. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

#### 11. **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.

#### 12. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

#### 13. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 14. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **1. Eligible Goods and Services (Origin of Goods):**

(i) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations. (ii) The word "origin" incorporated in this clause means the place from where the goods are mines, cultivated, grown, manufactured, produced or processed or from where the service are arranged.

**2. Special Condition:** Supplier should file the returns pertaining to TCS (Section 206C (1H) for

TCS collected, in the time and provide the TCS certificate to IGMK. In case of any Credit loss to IGMK by way of their failure to files Returns and provide TCS certificate in time, India Government Mint, Kolkata reserves the right to recover the amount equivalent to TCS paid along with applicable interest from the payment of further supplies.

### **3. GST Return:**

Supplier should file the GST return for outward supplies in time. In case of any loss to India Government Mint, Kolkata by way of their failure to files GST Returns in time India Government Mint, Kolkata reserves the right to withhold the payment of further supplies till production of evidence. Any liability which will occurred on account of non - compliance of e-way bill, GST provision or any other applicable law will be borne by supplier.

### **4. Consignee:**

Chief General Manager, India Government Mint, Alipore, Kolkata

### **On the consignment please mention the following details:**

Order No :                      Packing No :                      Net Weight :                      Gross Weight :

### **5. Packing:**

Items should be suitably packed. The packing should be weather proof and should be made water proof to prevent damage during transit. The supplier will also be responsible for unloading and stacking at Mint Store as per instruction of competent authority.

### **6. Transportation of Domestic Goods:**

To be borne by the supplier.

### **7. Insurance:**

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and deliver as per bear by firm.

### **8. Warranty:**

On Site warranty to be provided for Five (5) years on AC Machine & Ten (10) years on Compressor from the date of acceptance of goods & services by user section in India Government Mint, Kolkata.

### **9. Delivery Period:**

Supply, Installation, Testing & Commissioning to be completed within 30 days from the date of issue of India Govt. Mint, Kolkata purchase order.

### **10. Terms and Mode of payments:**

100% payment on receipt and acceptance of goods & services by the user section and on production of all required documents by the supplier.



### **11. Quantum of LD:**

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, India Govt. Mint, Kolkata shall, without prejudice to other rights and remedies available to India Govt. Mint, Kolkata under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% 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 a maximum deduction of the 10% of the delayed goods' or services' contract price(s).

### **12. Resolution of Disputes:**

If dispute or difference of any kind shall arise between India Government Mint, Kolkata and the supplier in connection with or relating the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve the same amicably the mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within 21 days of its occurrence, then, unless otherwise provided in the SCC, either India Government Mint, Kolkata or the supplier may seek recourse to settlement of disputes through arbitration act 33.2. Disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata only.

### **13. Risk Purchase Clause :**

(a) If the supplier after submission of tender and due acceptance of the same, i.e. after notification of award of contract fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:

(i) Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier.

(b) Supplier has to abide by all the terms and conditions of tender.

(c) 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.

**14.** The total cost inclusive of all as cited above on FOR India Govt. Mint, Kolkata (W.B) basis should be indicated clearly both in words and figures in the price bid.

### **15. Quality Control Requirements:**

Quality of all service: Free from all technical defects, in compliance with our Technical Specification

i) Goods/service supplied not in conformity with tender specification will be treated as goods/service not supplied at all and supplier shall take supplied material not confirming to order specification back within 15 days. Goods/service shall be delivered by the supplier in accordance with the terms and conditions specified in the contract failing which expenses of keeping goods at purchaser's premises may be levied on supplier.

ii) Delivery date will be calculated from the date goods/services are received in acceptable quality in accordance with technical specification.

**16.** Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

**17.** Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

**18.** Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods, at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service.

**19. The refrigerant used in the machines must be Eco-Friendly.**

20. The machines must have remote control facility.

**Note:**

All the copies of the tender shall be duly signed at the appropriate places as indicated in the bid documents and all other pages of the bid including printed literature, if any shall be initialled by the same person(s) signing the bid document. The bid document shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

**\*FOR ANY OTHER QUERIES, FIRMS MAY CONTACT IN THE BELOW DETAILS:**

**Ph. No. 033 - 2401 4132,33,34,35, (Extension 336/ 326/ 319);**

**Email: [purchase.igmk@spmcil.com](mailto:purchase.igmk@spmcil.com)**

## **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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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 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।

**---Thank You/धन्यवाद---**