



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/6161250 Dated/दिनांक : 09-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-06-2025 15:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	06-06-2025 15:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs		
Department Name/विभाग का नाम	Central Armed Police Forces		
Organisation Name/संगठन का नाम	Sashastra Seema Bal (ssb)		
Office Name/कार्यालय का नाम	Fhq Ssb New Delhi		
क्रेता ईमेल/Buyer Email	rajendra.singh2@ssb.gov.in		
Total Quantity/कुल मात्रा	2741		
ltem Category/मद केटेगरी	Bed Mattresses as per BIS 13489, with Inner Cushioning Material as per IS: 8391		
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Bed Mattresses as per BIS 13489 with inner Cushioning Material as per IS: 8391(Part 3)		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Bedclothes Rubberised Coir Mattress Cushions and Pillow Hospital Mattresses and Pillows as per IS 8391, Fabricated PVC - U Fittings for Portable Water Supplies as per IS 101 Special Proofed Canvas / Duck as per IS 6803, Laboratory Glassware Bottles (Aspirator Bottles) as per IS 1388 (Part Wheelbarrows (Two Wheels Type) as per IS 4184, Fire Breathing Apparatus with Trolley (SCBA) as per IS 10245 (Part 3), Wheelbarrows (Single Wheel Type) (V2) as per IS 2431, Prelaminated Particle Boards From Wood and Othe Lignocellulosic Material (V2) as per IS 12823, Laboratory Glassware Bottles (Conical Neck Bottles) as per IS 1388 (Part 2), Rigid Plain Conduits of Insulating Materials as per IS 9537 (Part 3)		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Bed Mattress (V2) Conforming to IS 13489		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	37 Lakh (s)		

Bid Details/बिड विवरण		
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	74 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 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	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, 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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Past Performance/विगत प्रदर्शन	10 %	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes	
Inspection to be carried out by Buyers own empanelled agency	Yes	
Type Of Inspection	Pre Dispatch	
Name of the Empanelled Inspection Agency/ Authority	NITRA -Ghaziabad	
Estimated Bid Value/अनुमानित बिड मूल्य	7392477	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Required/वितीय दस्तावेज की आवश्यकता है।	Yes	

Bid Details/बिड विवरण			
Arbitration Clause No			
Mediation Clause	No		

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	369623

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	64

- (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 दस्तावेज़ प्रस्तुत करने हैं। 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:

Deputy Commandant

, Sashastra Seema Bal (SSB), Academy Chandukhedi Bhopal Madhya Pradesh -462036 (Ddo)

Reserved for Make In India products

Reserved for Make In India products	Yes

Reserved for MSE

Reserved for MSE	Yes

- 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. 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. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.
- 6. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 7. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 8. 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.
- 9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.

10. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with predispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

- 11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1 $\,$

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue	
21-05-2025 15:00:00	Conference Hall of Avantika Block SSB Academy Chandukhedi Bhopal ,Madhya Pradesh -472000 Contact Number- Control room - 6261838347	

Bed Mattresses As Per BIS 13489, With Inner Cushioning Material As Per IS: 8391 (2741 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>

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	Rajendra Singh	462036,O/O The Director, SSB Academy Bhopal	2741	45

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

2. 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 %.

3. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

4. 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

5. **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.

6. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

7. 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.

8. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

on seller premises

Post Receipt Inspection at consignee site before acceptance of stores: by the Board of officer and official on Consignee location

9. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

10. Sample Clause

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 15 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 15 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the

sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

11. Sample Clause

For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

<u>Governing QRs/TDs of Bed Mattresses</u>:- As per QRs/TDs of Bed Mattress (Type-II) as per Bureau of In dian Standard 13489 Bed Mattresses as per BIS 13489, with Inner Cushioning Material as per IS: 8391, (Co py of QRs is also uploaded with this bid).

(1) Inspection:

- a) In reference to Bid details (Name of the Empaneled inspection Agency/ Authority NITRA mentioned in Ins d shall be read as " L-1 firm can choose any one of the Inspection Agency between NITRA Ghaziabad and Te Committee.
- b) Inspection shall be carried out by inspection agency at seller premises as per Inspection plan/ sampling plan in QR/Specification of the subject store.
- c) On the outcome of PDI report, the decision of the buyer regarding acceptance/ rejection hall be final and binding on the seller.

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- d) It shall be the responsibility of Inspection Agency for sealing the lot, so, that tempering by breaking the seals/manipulating the seals can be avoided.
- e) It shall be the seller's responsibility for safe transportation of the store to the concerned consignees as per contract in sealed condition.
- f) Inspection charges shall be borne by the supplier and It shall not be reimbursed by buyer at any point of time as per provision contained in Para-9.12.3 of Manual for Procurement of GC 2024
- g) The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kin d which the Inspecting officer may demand of him for any test, and examination, other than special or inde pendent test, which he shall require to be made on the seller's premises and the seller shall bear and pay a II costs attendant thereon.
- h) The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting agency.
- i) Inspection charges shall be borne by the supplier and it shall not be reimbursed by buyer to them at any p oint of time as per provision contained in Manual for Procurement of Goods, Second Edition, 2024.

j)The Seller shall provide, without any extra charge, , tools, labour and assistance of every kind which the BO O's of buyer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant ther eon.

Clause No. 7 l.e. Inspection of stores by nominated Inspecting authority/ Agency of buyer or their Authoriz ed representative, mentioned at Page No. 3 & 4 of Instant bid stands deleted for this bid and same will be s uperseded by this clause.

(2) Experience Criteria:- Experience Criteria mentioned at Clause-04/Page-04 of instant bid may be read as under:- The bidder or its OEM {themselves or through reseller(s)} should have regularly, man

ufactured and supplied same or similar category products to any Central / State Govt. Organization /P SU/Public Listed Company for last 3 financial years before the bid opening date. Copies of relevant con tract to be submitted along with bid in support of having supplied some quantity in at least one of the last 03 financial years before the bid opening date. In case of bunch bids, the primary products having highest value should meet this criterion. For fulfilling the experience criteria any one of the following d ocuments may be considered as valid proof for meeting the experience criteria:-

- a) Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b) Execution certificate by client with order value.
- c) Any other document in support of order execution like Third Party Inspection release Note etc.
- d) In case bidder submit GeM Contract for experience than copy of GeM Invoice/CRAC is required to s ubmit along with self –certification by the bidder that supplies against the Contract executed.

(3) Compliance Statement required as per QRs/TDs of Bed Mattress(Type-II)

Specification	Specification Name	Bid requirement (Allowed values) mentioned as	Complied/Not Complied	
Dimension	Dimension of mattress (Len gth x Width x Thickness)	2100 mm +/- 15mm 914mm +/- 15mm 76 mm+/- 05mm		
Inner Cushioning Material	Material of Sandwiched Layer	Polyurethane Foam		
Toping	-	Without Toping		
For mattress case material (Outer covering)				
Outer covering	Quilting	One side Quilting (Single Sided)		
	Quilting Material	PU Foam as per IS 7933		
	Thickness of Quilting Materia	al8mm (Min)		
	Outer Fabric	Ends per dm-244 (Double or 2 Fold Twiste d):Picks per Dm-180(2 F old Twisted), Mass 245 t o 289 g/m2, Weave -Flor al Jacquard		

Colour /Pattern of Outer Fab	riAny one side Yarn(warp of Weft or Outer Floral jac quard Cloth shall be dyed in vat colors and the othe r side shall be bleached t o obtain the floral jacqua rd tapestry designs in dar k green/blue/maroon sha de.	
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(4) Consignee Location:

- (i) Consignee locations are mentioned in the GeM Bid. Consignee mentioned (Director ,SSB Acad emy Chandukhedi ,Bhopal Madhya Pradesh Pin-462036)
- (ii) Free delivery of stores at consignee's location at its own risk, freight and cost.
- **(5)** <u>Warrantee</u>: Warrantee period of the supplied products shall be 60 months from the date of final acceptance of goods.
- (6) <u>Lab test reports/Certificates</u>:- Bidders are required to submit lab test report/certificates of the subject store as per approved QRs/TDs along with compliance statement of QRs/TDs. Bidder are required to submit lab test report of the subject store along with bidding document from designated AHSP/NABL/IL AC accredited or central government lab to prove conformity of products to the specifications. Lab test report should not be older then 03 years from bid opening date.
- (7) <u>BIS Certificate Marking</u> "Bed Mattress as per BIS 13489 with cushioning Material as per IS:8391 (Q 2) must be Marked with BIS standard Marking of IS 8391 (Part-III) & BIS 13489 Both"

(8) Earnest Money Deposit (EMD):

- (i) Earnest Money Deposit (EMD) of Rs. 3,70,000 (Three Lakh seventy thousand)only is r equired by non-exempted firms and should be valid for 225 days from the date of openin g of bid.(As applicable).
- (ii) EMD in the form of Bank Guarantee should be issued in favour of **DDO** , **SSB Academy Cha ndukhedi Bhopal Madhya Pradesh -462036**
- (iii) Original EMD (Earnest Money Deposit) should be deposited in Quarter Master Branch before stipulated date/time of opening of bid kept at Account Branch SSB Academy Chandukhed i Bhopal Madhya Pradesh -462036
- (iv) Failure to submit EMD will be treated as incomplete Bid and may lead to rejection of the bid.(As applicable)
- (v) If exemption from submission of EMD is claimed and required **valid supporting document s along with "Bid Security Declaration" as per Appendix- 'B'** are not submitted with the bid documents, the offer will be treated as un-responsive and will not be processed further.
- (vi) No interest shall be payable on the Earnest Money deposited by the Firm. EMD of the unsucc essful firms shall be returned after finalization of Tender Enquiry.

(9) <u>Performance Security</u>:

- (i) The successful Firm shall have to deposit a **Performance Security Deposit of 5%** of net c ontracted Value (total value of the contract) within 28 days. In the event of failure on the part of the firm to deposit the security deposit within stipulated time, the purchaser reserves the ri qht to cancel the contract.
- (ii) PSD in the form of Bank Guarantee should be issued in favour of **DDO**, **SSB Academy Cha ndukhedi Bhopal Madhya Pradesh -462036**

- (iii) The Performance Security Deposit submitted by the supplier will remain **valid for 64 month s**.
- (iv) Duration of Performance Bank Guarantee (PBG) mentioned in the bid as 60 months which shall riginal delivery period I.e 45 days for supply of Goods to consignee location from the date of Awarontract including Guarantee /Warrantee period of the supplied store. If the seller falls to deliver the ds within original Delivery Period, duration of PBG will be suitably extended by the seller for the delayed period from the date of receipt of last consigning the suitably extended by the seller for the delayed period from the date of receipt of last consigning the suitably extended by the seller for the delayed period from the date of receipt of last consigning the suitably extended by the seller for the delayed period from the date of receipt of last consigning the suitably extended by the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of receipt of last consigning the seller for the delayed period from the date of the seller for the delayed period from the date of the seller for the delayed period from the date of the seller for the delayed period from the date of the seller for the date of the se
- (v) If the seller falls to deliver the goods within original Delivery Period, duration of PBG Will be suit xtended by the seller for the delayed period from the date of receipt of last consignment.
- (vi) If the Firm /Seller fails to deliver the stores in a promised period and places a request for exte nsion of time he will submit an undertaking on non-judicial stamp paper of Rs.10/- duly atteste d by Notary Public stating that the Performance Security Deposit has already been extended f or 60 days beyond the warranty period.
- (10) <u>Payment Clause</u>: Payment will be released by SSB, once Consignee generates the CRAC and sub mit the same to Prov. Dte. fulfilling the following terms and conditions: -
 - (i) Successful delivery & Completion of installation of the store in the Consignee location.
 - (ii) Line Committee Report (LCR) issued by consignee that all parts are functioning properly and no deviation is noticed at the time of final delivery.
- (11) Make In India Certificate: The Firm/ Seller must submit Self certified "Make in India Certificate" along with Bid duly mentioning "Percentage of local content" with "Details of the location (Factory / Manufacturing Plant Address) at which the local value addition is made" (Appendix-'C') as per Min istry of Commerce and industry, DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-II) dated 16/09/2020 and 19/07/2024.

(12) Liquidated Damages:

In case firm does not complete the supply within fixed Delivery Period, Liquidated Damages will be imposed/recovered a sum equivalent to 0.5 (half)% of the delivered price (including GST, freight and other charges) of the delayed Goods/Stores for each week of delay of part thereof until actual delivery of perfor mance, subject to maximum deduction of 5% of total contract value, In case of inordinate delay (i.e. inexc usable delay of more than one-fourth (25%) of the total completion period shall be treated as inordinate d elay) and maximum deduction shall be 10% of the total contract value. After which purchaser reserves the right to either extend further or cancel the contract as per Para 9.3.9 of Manual of Procurement of Goods S econd Edition-2024.

(13) Force Majeure Clause:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, a cts of public enemy, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any s uch event is given by either party to the other within 14 days from date of occurrence thereof, neither part v shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resume d or not, shall be final and conclusive, provided further that if the performance in whole or part or any obli gation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contract or at a price to be fixed b y the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out compo nents and stores in course of manufacture in the possession of the contractor at the time of such terminati on or such portion thereof as the purchaser may deem fit excepting such materials, bought out component s and stores as the contractor may with the concurrence of the purchaser elect to retain.

(14) Defect Liability Clause:

In case of any defects in supply or manufacturing or not conforming to technical specifications, obs erved during survey at consignee location or later during the warranty period, the firm will be liable to repl ace the defective store at their cost.

(15) Termination of Contract:

Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Con tract without any notice in part or in full in any of the following cases:-

- (i) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
- (ii) The Seller is declared bankrupt or becomes insolvent.
- (iii) The delivery material is delayed due to causes of Force Majeure by more than 90 days.
- (iv) In case Performance Security is not furnished within 28 days from the date of issuing of Conta

(16) Franking Clause:

The following Franking clause will form part of the contract placed on successful bidder:

- (i) Franking Clause in the case of Acceptance of Goods, "The fact that the goods have been ins pected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the B uyer under the terms & conditions of the contract".
- (ii) Franking Clause in the case of Rejection of Goods, "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in an y manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms & conditions of the contract".

(17) Denial Clause:

Any increase in statutory duties and/or upward rise in prices due to the PVC clause and /or any ad verse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, wh ile the purchaser reserves his right to get any benefit of a downward revisions in statutory duties.

(18) <u>Provisions for Debarment of Suppliers</u>:

As per Manual for procurement of goods second edition, 2024 para No. 3.7.1 registration of supplie rs and their eligibility to participate in Procuring Entity's procurements is subject to compliance with the Code of Integrity for Public Procurement and satisfactory performance in contracts. Rule 151 of General Fi nancial Rules (GFR), 2017 states the following regarding the 'Debarment from Bidding':-

- (i) A bidder shall be debarred if he has been convicted of an offence-
 - (a) Under the Prevention of Corruption Act, 1988, or
 - (b) The Indian Penal Code 52 (IPC), 1860 or any other law for the time being in force, for causi ng any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (a), or any successor of the bidder shall not be eligible t o participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
- (iii) A procuring entity may debar a bidder or any of its successors from participating in any procurement process undertaken by it for a period not exceeding two years if it determines that the bidder has breached the code of integrity.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

(19) <u>Subletting and Assignment</u>: Subletting in any form will not be allowed.

(20) Purchaser's Rights While Granting Any Extension In Delivery Period:

In cases where only a portion of the stores ordered is tendered for inspection at the fag-end of the d elivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the acceptance of tender at the risk an

d expense of the contractor without any further reference to him. If the stores tendered for inspection duri ng or at the fag-end of the delivery period are not found acceptable after carrying out the inspection the pu rchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. I f however, the stores tendered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:-

- (a) The purchaser has the right to recover from the firm (as specified under the Buyer Added Bid Specific A TC para (xiv) of the General conditions of Bid liquidated damages) on the stores which the contractor has f ailed to deliver within the delivery period fixed for delivery.
- (b) That no increase in price on account of any statutory increase in or fresh imposition of Custom Duty, E xcise Duty, Sales Tax or on account of any other tax or duty leviable in respect of the stores specified in t he acceptance of tender which takes place after the date of the delivery period stipulated in the acceptance of tender shall be admissible on such of the said stores as are delivered after the date of the delivery stip ulated in the acceptance of Tender.

I That notwithstanding any stipulation in the contract for increase in price of any other ground, no such inc rease which takes place after the date of the delivery stipulated in the acceptance of Tender shall be admi ssible on such of the said stores as are delivered after the expiry of the D/P stipulated in the acceptance of Tender.

(d) But, nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty. Excise Duty, Sales Tax or on account of any other tax or duty or on any other grounds as stipulated in the price variation clause which takes place after the expiry of the d ate of delivery stipulated in the acceptance of Tender.

(21) <u>Cartel Formation/Pool Rates/Bid Rigging/Collusive Bidding etc.</u>:

As per Para 7.6.8 of Manual for Procurement of Goods-2024, quoting of pool rates/cartel formation, bid rigging/collusive bidding is against the basic principle of competitive bidding and defeats the very purp ose of open and competitive tendering system. Such practices will be severely discouraged with strong me asures. Suitable administrative action like rejection the offers, reporting the matter to Competition Commi ssion of India, registering authority e.g. MSME/NSIC/GeM etc. will be initiated against such firms, on case to case basis, as decided by the competent authority. This Department will also bring such unhealthy practic e to the notice of the concerned trade association like FICCI, ASSOCHAM, NSIC etc requesting them, inter al ia, to take suitable strong action against such firms. This Department may also encourage new firms to get themselves registered to break the monopolistic attitude of the firms giving pool rate/forming cartel and m ay also debar the tenderers indulging in cartel formation / collusive bidding / bid rigging for a period of two years from participation in the tenders in future.

(22) Patent and other industrial/intellectual property right:

The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property right s.

The tenderer shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the sup plies, irrespective of the fact of infringement of any or all the rights mentioned above.

(23) <u>Consignees' Right of Rejection</u>:

Notwithstanding any approval which the Inspector may have given in respect of the stores or any p art or portion thereof or any materials or other particulars of the work or workmanship involved in the perf ormance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the direction of the Inspector) not withstanding delivery of the stores where so provided to the interi m consignee, it shall be lawful for the consignee, on behalf of the Purchaser to reject the stores or any part , portion or consignment thereof (i) within sixty days after actual delivery thereof to him at the place or des tination specified in the schedule.

- (24) QRs/Specification are sacrosanct. No query / representation on QRs/Specification shall be entertained.
- (25) Firm will submit BIS License of the subject store as per BIS 13489 with Inner Cushioning Material as per IS: 8391(Part-III)

- (26) If any firm quotes zero/abnormally low rates, that Bid will be considered as non-responsive.
- (27) Firm /Seller with conflict of interest will be disqualified.
- (28) If OEM also participates in the Bid, then Bid from reseller will be ignored.
- (29) Resultant contract will be interpreted as per Indian contract Law.
- (30) Late bids shall not be considered.
- (31) No conditional offer will be considered.
- (32) Grievances and its Redressal will be addressed as per para 3.4 of Manual for procurement of good s second edition, 2024.
- (33) Frustration of Contract will be addressed as per para No. 9.8.4 of Manual for procurement of goods second edition, 2024.
- (34) Limitation of Liabilities will be addressed as per Manual for procurement of goods second edition, 2024 para No. 9.8.5.
- (35) Authorized Dealers are required to submit Guaranty/Warranty of the stores being procured throug h the instant Bid from the OEM apart from submitting authorized dealership certificates from the OE M
- (36) All queries will be entertained through GeM portal window only which will be examined by the Co mpetent Authority & suitable reply will be sent to respective Firm. Amendment required, if any will also be issued. Other offline or online inquiries through phone & mail/e-mail or any other media will not be entertained.
- (37) Additional terms & conditions will supersede corresponding General terms & conditions.
- (38) Firm/Seller, which is an Original Equipment Manufacturer (OEM) of the offered store(s) / quoted pr oduct, has to submit details of its manufacturing unit as per **Appendix- "A"** along with the bid.
- (39) MSE Firm has to upload 'Udyam Certificate' against "MSE Category" under Buyer Required Docum ents Column, otherwise GeM may not give "Purchase Preference Option".
- (40) Firm /Seller has to submit **Appendix "A to D"** and other necessary Documents / Certificates / A cceptance / Undertaking along with the bid.
- (41) Any other relevant documents which firm wishes to submit.
- (42) Firm/Seller have to submit Past Experience as per bid conditions mentioned in Clause-04 of Page N o. 04.
- (43) Firm /Seller have to submit Past Performance as per bid conditions mentioned in Clause-08 of Page No. 04.
- (44) Firm /Seller have to submit Minimum Average Annual Turnover & OEM Average Turnover as per bi d conditions mentioned in Clause- 03& 05 of Page No 04.
- (45) The instant bid is governed by GeM GTC, ATC, Buyer added text based ATC, GFR-2017, Manual for procurement of Goods-2024 (Second Edition) and subsequent guidelines / orders circulated by Govt . of India time to time.
- (46) Submission of online scanned copies of unwanted / irrelevant documents / out of contest documen ts will not be considered to be the part of Technical Evaluation of bid. The decision of the buyer in th is regard will be final and binding on the bidder/ bidding firms.
- Participating firm should not have direct or indirect business relationship with any other participating firm(s) and with their proprietors, participating in the instant bid. If the same is established at lat er stage then suitable action will be taken against such firm as per GeM incident Management Polic y.
- (48) If the Indian suppliers of this item are not allowed to participate or compete in procurement by so me foreign governments then the bidders / products from such countries are not eligible / not allow ed to participate in this bid in terms of clause 10(d) of revised Public Procurement (Preference to M ake in India) Order, 2017 dated 19/07/2024.

- (49) It will be imperative on each bidder to fully acquaint himself with tender/bid documents & QR/Spe cification carefully and thoroughly. Online submission of tender shall be deemed to have been done after carefully study and examination of tender/bid document with understanding and its implications.
- (50) Participation by firm in this bid shall be taken as confirmation on acceptance of all terms and cond itions of this bid including amendment/corrigendum thereof.
- (51) Representation/query regarding bid will be raise only GeM Portal before the pre bid meeting.

 APPENDIX- "A"

		DETAILS	OF MANUFACTURER
		(to be submitted by th	ne firm on the company letter head)
1. GeM	Bid No. 8	& Date fo	or the supply of
2. Nam	e of the f	irm that owns the factories (Do	ocumentary):-
3.			
	A)	Office address :-	
		Complete Address	
		City (State)	
		PIN Code	
		Telephone/Mobile No.	
		Email address	
	В)	Location of Manufacturing	g/Factory :-
		Complete Address	
		City (State)	
		PIN code	
		Email address	
ture of I agree being u	the store ment of t ıtilized) h	s for which you apply for regis he factory of	e the factory of some other firm for the fabrication / manufactration on lease or other base you should furnish a valid lega (Here indicate the name of the firm whose factory is or the manufacture/fabrication of the stores for which registr
	f descript ory etc.):		vered accommodation, departments into which it is divided,
		nt and machinery erected and ld be supplied if available):-	functioning in each department (Monograms and descriptive
7. Deta ed):-	ils of inve	estment in machinery/equipme	ent of the plant and relevant certificates (If any to be submit
8. Deta	ils and st	ocks or raw material held (stat	te whether imported or indigenous) against each item:-
9. Prod	uction ca	pacity of each item with the ex	xisting plant and machinery:
	a) Norm	al (monthly manufacturing cap	pacity)
	b) Maxir	mum (monthly manufacturing o	capacity)

10. Details of arrangements for quality control of products such as laboratory etc.

- A) Details of Technical/supervisory staff in charge of production and quality control:-
- B) Skilled labour employed:-
- C) Unskilled labour employed:-
- D) Maximum no. of workers (skilled and unskilled) employed on any day during the 18 months pre ceding the date of application:-

Remarks:- I do hereby declare that all statement made mentioned above are true, complete and correct t o the best of my knowledge and belief. In the event of information being found false or incorrect or ineligible being deducted before or after opening of tender or any stage of the procurement, my candidature will st and cancelled and my all claims for the purpose forfeited.

(Signature of the Authorized Bidder, with Official Seal)

A PPENDIX- "B"

Bid Security Declaration

(To be submitted by the firm on the Company Letter Head)

GeM Bid No.	Date:
To,	
The Director	
Sashastra Seema B	al,
Academy ,Chanduk	hedi, Bhopal
,Madhya Pradesh -4	62036 .
Ref: Bid of	
Sir,	
	, the undersigned, solemnly declare that, we underst onditions of this tender documents, the TE /Bid must be supported by a Bid Sec Bid Security (EMD). I/We unconditionally accept the conditions of this bid securi
	nall stand automatically suspended/ disqualified from being eligible for bidding i rganization for 2 years from the date of opening of this bid if we breach our obli conditions if we,
(a) Withdraw/ modify/ amer	nd/ impair or derogate, in any respect, from this bid, within the bid validity;
(b) or being notified within	the bid validity of the acceptance of our bid by the procuring entity: -
(ii) Or refuse to or f	sign / execute the contract. fail to produce the original documents for scrutiny or the required performance stipulated time under the conditions of the tender document.
I/We understand that this B	id-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) The receipt by us of your notification of cancellation of the entire tender process or rejection of all bids o

r of the name of the successful bidder or

2) Forty-five days after the expiration of the bid validity or any extension to it. ours Faithfully,

(Signature of the Authorized Bidder, with Official Seal)

APPENDIX- "C"

A) SELF DECLARATION CERTIFICATE REGARDING "MAKE IN INDIA" (MII)

In line with revised public procurement (preference to make in India)

[DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-II) Part-(4) Vol-II dated 19/07/2024] (To be submitted by the firm on the Company Letter Head)

Tender/Bid No. Dated Name of Item / Store::_____ **Sub: Declaration of Minimum Local Content.** I/ We hereby certify that the Store(s) / Product(s) /item(s) offered by M/s..... y percentage) and this meets the local content requirement for...............................(Specify 'Class-I local supplier' / 'Class II local supplier') as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 19.07.2024 issued by DPIIT and subsequent order(s) as applicable on the dat e of submission of tender. The details of the location(s) (Factory / Manufacturing Plant Address) at which the local value a ddition is made, is (are) as follows:-1._____

(Signature of the Authorized Bidder, with Official Seal)

• B) Procedure for calculating local content/domestic value addition:- LC shall be compute d on the basis of the cost of domestic components in goods as compared to the total cost of the p roduct Total cost of the product shall constitute the cost of production of goods, covering direct c (Material) cost direct manpower cost, factory overhead cost and shall exclude pro fit, company overhead cost and taxes for the delivery of goods. Accordingly % for domestic an d value addition will be calculated

as under:-

• Enter the value:-

What is Dom-BOM i.e. Domestic BIII of Material? (As per definition below) (In Rs) What is the cost of Total Bill of Material? (As per definition below) (In Rs)

Percentage of domestic value addition = $\frac{Domestic \ Bill \ of \ Material \ x \ 100}{Total \ Bill \ of \ Material}$

Percentage of Local Content = -----%------%------

Where in **Dom-BOM is Domestic Bill of Material** which is sum of the costs of all domestic inputs we choose into the product (including duties and taxes levied on procurement of inputs except those for which crit/set-off can be taken) and which have not been imported directly or through a domestic trader or an Intermediaty.

Total Bill of Material is the Market price of the item (excluding net domestic indirecttaxes) excluding st-production freight, insurance, advertisement, and other handling costs minus profit after tax, minus warray costs.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(1)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder with stamp

Illustration - Illustration for calculating local content/domestic value addition as given in Mil under taking is enclosed in Buyer uploaded Bid Spacific ATC documents as Annexure-'A' for guidance on

APPENDIX- "D"

CHECK LIST AND ACCEPTANCE

(To be submitted by the firm on the Company Letter Head)

(Please write Yes or No in appropriate box and fill the answer correctly)

SI. N o.	Details	Write Yes/No (alongwith Pag e No.)
1	Whether Firm is MSE	
	i) If Yes, Udyam Certificate is uploaded against "MSE category" unde r buyer required docs column or not?	
	(Note:- If not uploaded against "MSE Category", GeM may not give "Purchase Preference" option).	
	(ii) Is firm a manufacturer of offered product under the MSE Category ?	
2	Whether Firm is an Original Equipment Manufacturer of the offered st ore (s).	
	(i) If yes, Details of Manufacturer as Appendix-"A" is submitted or n ot.	
3	(ii) Whether Firm is Authorized Re-seller.	
	(iii) If yes, Authorization Certificate with Guarantee /warranty cover is sued by OEM as per BIS license 13489, with Inner Cushioning Materi al as per IS: 8391 (Part-III) is submitted or not.	
4	Whether Firm is Start-up.	
	(i) If yes, Start-up certificate issued by DIPP / DPIIT is submitted or no t.	

5	Earnest Money Deposit (EMD) is submitted (original) or not. (i) Or submitted supporting documents for EMD waiver.	
	(ii) If documents have been submitted for EMD waiver, then mention the name and details of such documents.	
	(iii) If EMD exemption is claimed, whether firm has submitted Bid Dec laration Certificate as per Appendix-"B" or not.	
06	Have you read the entire terms and conditions of the tender docume nts including buyer added specific terms and conditions, annexure(s) , schedule(s) etc. and unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety?	
07	Do you accept option clause of Buyer Added Bid Specific Terms & Conditions(BASTC)?	
08	Do you accept the Generic (Scope of Supply) clause of BASTC?	
09	Do you accept Scope of Supply Clause of BASTC?	
10	Do you accept Service & Support Clause of BASTC?	
11	Do you accept Inspection Clause of BASTC?	
12	Do you accept Governing QRs/TDs of Bed Mattress (Type-II) as per BIS 13489, with Inner Cushioning Material as per IS: 8391(Part-III) s tandard (BAS ATC)?	
13	Do you accept Inspection clause of BAS ATC?	
14	Do you accept Experience Criteria clause of BAS ATC?	
15	Do you accept Compliance statement clause of BAS ATC?	
16	Do you accept Consignee Location clause of BAS ATC?	
17	Do you accept Warranty clause of BAS ATC?	
18	Do you accept Lab Test Reports/Certificates clause of BAS ATC?	
19	Do you accept Performance Security clause of BAS ATC?	
20	Do you accept payment clause of BAS ATC?	
21	Do you accept Liquidated Damages clause of BAS ATC?	
22	Do you accept Force Majeure Clause of BAS ATC?	
23	Do you accept Defect Liability Clause of BAS ATC?	
24	Do your accept Termination of Contract clause of BAS ATC?	
25	Do you accept Franking clause of BAS ATC?	
26	Do you accept Denial clause of BAS ATC?	
27	Do you accept Provisions for Debarment of supplier's clause of BAS A TC?	
28	Do you accept Subletting and Assignment clause of BAS ATC?	
29	Do you accept Purchaser's Right clause of BAS ATC?	

30	Do you accept the restriction if cartel formation clause of BAS ATC?	
31	Do you accept Patent and other property rights clause of BAS ATC?	
32	Do you accept Consignee right of rejection clause of BAS ATC?	
33	Do you accept all terms & conditions of ATC of GeM bid?	
34	"Average Annual Turnover Certificate, Past Experience & Past Perfor mance" issued by CA duly mentioning UDIN for minimum Average An nual Turnover of the Bidder/OEM for last 3 year is submitted or not?	
35	Copies of relevant Contracts / Supply Orders/ A/T of same or similar c ategory i.e. as per bid terms mentioned in Buyer Added Specific ATC at SI. No. 4(a) are submitted or not?	
36	Copies of Proof of execution of supply / Contract i.e. CRAC / Tax Invoice (price may be hidden) etc of same or similar category i.e. as per bid terms mentioned in Buyer Added Specific ATC at SI. No. 4(d) are submitted or not?	
37	"Make in India (MII) Certificate" duly mentioning "Percentage of local content" with "Details of the location (Factory / Manufacturing Plant Address) at which the local value addition is made" as per bid terms mentioned in Buyer Added Specific ATC at SI. No. 16 / Appendix-"C" is submitted or not.	
38	"Check List And Acceptance" as per Appendix-'D' is checked & sub mitted or not?	
39	Firm's Declaration / undertaking that i) I/We/Firm have/has not submitted any false/forged/ manipulat ed/misleading document in the instant TE or in any TE in the last three years. ii) Central/State Government Organization/PSU/ Public Listed Co mpany has not found firm's documents to be fake / misleading in the last three years. iii) I / We / Firm am/are/is not insolvent/bankrupt, or subject to liquidation, court receivership or similar proceedings. iv) Contract of firm has not been terminated before completion of the contract due to their fault within the last three years. v) Firm (including partner firm) has not refused to accept the contract during bidding in the last three years. vi) Firm (including associate firms, partners, proprietors, directors) is not under debarment (blacklisted/banned/suspended etc.) by SSB, GeM, MHA or other Ministry (in case debarment order is applicable across Ministries) on the date of TE opening.	

Note:- All Column must be filled & paging be done in chronological order in respect of the above check list.

(Signature of the Authorized Bidder, with Official Seal)

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. 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.

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---