





Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | | |
|--|---|--|
| Bid End Date/Time/बिंड बंद होने की तारीख/समय | 03-06-2025 14:00:00 | |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 03-06-2025 14:30:00 | |
| 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 | Border Security Force (bsf) | |
| Office Name/कार्यालय का नाम | lg Hq Fhq Bsf | |
| क्रेता ईमेल / Buyer Email | ftrnd2icprov@bsf.nic.in | |
| Total Quantity/कुल मात्रा | 4324 | |
| Item Category/मद केटेगरी | Bed Mattress (V2) Conforming to IS 13489 (Q2) | |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 114 Lakh (s) | |
| OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) | 456 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 छ्ट/ 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, Certif (Requested in ATC), OEM Authorization Certificate, OEM Annu Turnover, Additional Doc 1 (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 buyer | |

| Bid Details/बिड विवरण | | |
|--|-----------------------------------|--|
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | No | |
| Past Performance/विगत प्रदर्शन | 50 % | |
| Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया | Yes | |
| RA Qualification Rule | H1-Highest Priced Bid Elimination | |
| RCM Applicable/लागू आरसीएम | Yes | |
| 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 | |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation | |
| Arbitration Clause | No | |
| Mediation Clause | No | |

EMD Detail/ईएमडी विवरण

| Advisory Bank/एडवाईजरी बैंक | State Bank of India |
|-----------------------------|---------------------|
| EMD Amount/ईएमडी राशि | 1145860 |

ePBG Detail/ईपीबीजी विवरण

| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
|---|---------------------|
| ePBG Percentage(%)/ईपीबीजी प्रतिशत (%) | 3.00 |
| Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अविध (महीने). | 14 |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the releva 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 अनुसा ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं 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 जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

2ic prov

IG HQ FHQ BSF, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs (Sanjay Kumar)

Reserved for Make In India products

| Reserved for Make In India products | Yes |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | |
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempte from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and techn 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 offer products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and tec specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documer 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 previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certaudited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indication turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation 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 offethe bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Categoroucts 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 t submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bubids, 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 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 witl bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect 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 a subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible m and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier in 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 biliable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local contents accounted by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) or 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the the same will get precedence over this clause.
- 7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated o through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) O 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notific

issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Po for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligi any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Servic Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to r L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advito refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procuren (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM proase well as validated and approved by Buyer after evaluation of documents submitted.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similic Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening dain any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantitiany one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

9. 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 pre-dispatch/¢ dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contrarequirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reaso place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignmaccepted 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 an when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reason 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 /inspec 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 h 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 suc place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does no 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 t facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or t 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 t as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any gro 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 k seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's dec 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.

10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bid The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be all 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

Section 9(3) Of GST/जीएसटी की धारा 9(3)।

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM, unregistered seller, seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liable paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

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

Bed Mattress (V2) Conforming To IS 13489 (4324 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|---------------------|--|--|
| Generic | Type of Bed Mattress | Type 2 |
| | Dimension of the Mattress (Length x Width) (mm x mm) (Tolerance +/-15mm) | 2100 X 914 |
| | Total Thickness of Mattress (in MM, Tolerance of +/-5mm) | 75 |
| Cushioning Material | Cushioning Material of Mattress | Rubberized Coir sheet + Polyurethane Foam |
| | Rubberized Coir Sheet Grade as per IS 8391 | Firm |
| | Type of Mattress case | Quilted with a single layer of foam |
| Construction | Quilting | Single Side Quilted |
| | Thickness of Quilting Material (In Mm) | 8 |
| | Quilting Material Denisity (kg/m^3) (Min) | 12, 15 |
| Warranty | Replacement Warranty | 1 year, 3 year Or higher |

Additional Specification Parameters - Bed Mattress (V2) Conforming To IS 13489 (4324 pieces)

| Specification Parameter Name | | Bid Requirement (Allowed Values) |
|------------------------------|--|----------------------------------|
| Brand Type | | Brand should be Registered Brand |

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|------------------------------|--|
| | Bed Mattresses IS 13489 : 2000 Type - II with inner cushioning material Sandwiched Rubberized Coir sheet as per IS 8391 (part -3) |

^{*} Bidders offering must also comply with the additional specification parameters mentioned above.

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

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट | RCM Applicable /लागू आरसीएम | GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी | GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकार 1 | GST Cess 2 as per RCM | Optioi RCM/वैक रिवर्स प्र |
|---|--|--------------------------------------|---|--|--------------------------------|---------------------------------|
| NA | NA | Yes | 18% | 00% | 00 (INR) - Per Unit | Yes |

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

| S.No./ক্ | Ki Reporting/Officer/परे षिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवर्र दिन |
|----------|---|---|-----------------|-------------------------------|
| 1 | Sanjay Kumar | 110066,IG HQ FHQ BSF R K PURAM WEST BLOCK-8, SECTOR-1 NEW DELHI | 4324 | 60 |

Special terms and conditions-Version:1 effective from 04-02-2025 for category Bed Mattress (V2) Conforming to IS 13489

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

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 ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted r The delivery period of quantity shall commence from the last date of original delivery order and in cases when option clause is exercised during the extended delivery period the additional time shall commence from the ladate of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity 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 delive duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, with

days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modificatic required in the drawings within 21 days. Seller shall be required to ensure supply as per approved Drawings v modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the deliver period shall be refixed without LD for the period of delay in approval of Drawing.

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceed should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

12 To 120 month Shelf Life. On the date of supply, minimum 30-06-2025 usable shelf life should be available / balance.

5. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buye
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior writ consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally lia and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance the Contract and the Sellers obligations there under.

6. Generic

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

7. Scope of Supply

Scope of supply (Bid price to include all cost components): Only supply of Goods

8. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Aç would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected ATC):

textile committee lab

Post Receipt Inspection at consignee site before acceptance of stores: Board of Officer Constituted by the order of BSF

9. 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.

10. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

11. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab Results of the Lab will be the Sole Criteria for Acceptance of the Item.

12. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the I document.

13. Sample Clause

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

samples for Buyer's approval, within 21 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 sal within 21 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – th delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is for 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 fre cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurre 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 sam being found unacceptable by the Buyer / Consignee.

14. Warranty

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. seller should guarantee the rectification of goods in case of any break down during the guarantee period. Sell should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are be uploaded along with the bid.

15. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

| Specification | Specification name | Bid requirement/ (allowed values) mentioned as | Bid requir ent may b ead as |
|---------------|---|--|-----------------------------------|
| | Technical Specification of bed m attress | - | As per BIS 89 : 2000 I t |
| | Technical Specification of inner c ushioning material | - | As per IS 8 (part 3) lat |
| | Type of bed mattress | - | Type-II |

| Dimension | Dimension of Mattress (Length x Width) (mm x mm) (Tolerance +/- 15 mm) | 2000 x 910 | 2100 mm X 91 4 mm | |
|-------------------------------|---|--|---|--|
| | 1, 13 11111) | | (Tolerance +/- 15 mm) | |
| | Total Thickness (in MM, Toleranc e of +/- 05 mm) | 75 | 76 mm | |
| | , | | (Tolerance of +/- 05 mm) | |
| Inner Cushioni ng Material | Rubberized Coir Sheet Grade | Extra Firm | Extra Firm | |
| | Type of Coir Sheet | - | Rubberized coi r | |
| | Material of sandwiched layer | - | Polyurethane F oam | |
| | Topping | - | Without toppin g | |
| | Mattress case | Quilted with a single layer of foam | Quilted with a single layer of f oam | |
| Outer Covering | Quilting | - | One side quilti ng (single side d) | |
| | Quilting material | - | PU Foam as pe r IS 7933 | |
| | Thickness of quilting material | - | 8 mm (Min) | |
| | Colour /pattern of out fabric | - | Any one side Y arn (Warp or W eft or Outer Flo ral Jacquard cl oth shall be dy ed in vat colou rs and the othe r side shall be bleached to ob tain the floral j acquard tapest ry designs in d ark green/blue/marron shade. | |

| | Outer Fabric | - | Ends per dm-2 44 (Double or 2 fold twisted) : Picks per Dm- 180 (2 Fold Twi sted) : Mass-24 5 to 289 g/m ² : weave-Floral Ja cquard |
|---------------|----------------------|-------------------------------|--|
| Warranty | Replacement Warranty | 1 year, 3 year Or hig her | 1 year |
| Specification | Other Requirement | ISI Marked as per IS 13489 | Bed Mattress I S 13489 : 2000 Latest Type-II with inner Cus hioning Material Sand wiched Rubber ized Coir Sheet as per IS 8391 (Part- 3) |

i) Bid security declaration may be uploaded in following format instead of depositi MD i.e only Bid securing declaration is required to be uploaded instead of depositi MD. Bid securing declaration as per GFR 170 (iii).

BID SECURITY DECLARATION CERTIFICATE

Appendix -'A'

(ON FIRM'S LETTER HEAD)

To

Inspector General

Border security Force

West Block 1

Wing 4 R K Puram, 110066,

Central Armed Police Forces,

Border Security Force (BSF),

Ministry of Home

Affairs New Delhi-110003

Sir,

| the con ocumer mit bids | tract, of to submit a perform its, we will be suspended for | w undertake that if we withdraw or mc y, or we are awarded the contract and we fail to mance security before the deadline defined in bi or the period o f 02 years from being eligible to g entity i.e Border Security Force (BSF), Min |
|-------------------------------|--|---|
| | | Signature of Director / Partner/ Proprietor / Authorized Signatory Name Designation (With Official Stamp) |
| | | |
| BID N | o | Appendix - "B" |
| | FORMAT OF UNDERTAKING | FOR BLACKLISTED & BIDDER FINANCIAL STANDING (On Firm's Letter head) |
| W | spector General, /est Block- 8, Sector -1 k Puram, New Delhi -66 | |
| Sir, | | |
| 01. | We M/swatch listed/blacklisted/sublic sector undertaking/ | suspended or banned by any Govt. departme |
| 02 | We M/s | do hereby undertake that our firm has not |

er liquidation, court receivership or similar proceedings and also not I rupt on any account.

(Signature of the Authorize gnatory of Bidder, (owner e firm) with Official seal)

ADDITIONAL TERMS & CONDITIONS OF BID

OPTION CLAUSE: The purchaser reserves the right to incre ase 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.

| 02 | DELIVERY ADDRESS: Actual delivery (and installation & c ommissioning (if covered in scope of supply) is to be done a t following address: - PROV BRANCH IG (HQ) FHQ R K PURA M. |
|----|---|
| 03 | BIDDER FINANCIAL STANDING: Participated firms should submit a self-declaration that our firm has not under liquidation, court receivership or similar proceedings and also not bankrupt on any account alongwith the technical bid documents failing which their bid shall be rejected at initial stage. As Appendix 'B'. |
| 04 | DATA SHEET: Data sheet of the product(s) offered in the b id, are to be uploaded along with the bid documents. Buyers can match and verify the data sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection. |
| | As Appendix 'C'. |
| 05 | ISO 9001: The bidder or the OEM of the offered products m ust have valid ISO 9001 certification. The bidder is required to upload the same along with the bid documents. As Appendix 'D'. |
| 06 | Participated firms should also submit certificate alongwith b id docs that firm has accepted all terms and condition ment ioned in the instant bid. |
| 07 | Essential declaration certificates:- (a) Firm shall submit notarized affidavit on ₹. 100/- stam p paper after bid publish date that firm have not sub mitted any fake/ forged /false/ misleading & mis-repr esented documents to any Govt. department in last 0 3 years and Certificate regarding Non blacklisting/ Ba nned by any Govt. department for last 03 years. If un dertaking/ Certificate found false then the firm will be blacklisted for 02 years and the offer shall be rejected at that stage. As Appendix 'E' |
| | |

| | (b) Further seller will confirm in writing on Notarised affid avit of Rs. 100/- stamp paper that they have not default ed d/ delayed for supplying ordered goods to any Govt. Dep tt. in last 02 years and same to be submitted along with tec hnical bid. As Appendix 'E-1'. |
|----|--|
| | (c) "The firm/bidder is required to submit the undertaking certificate for successfully supplying of stores and no any contract cancellation due to non –supplying of stores or having failed to submit EPBG in last 02 years (from the date of publishing the bid) in any Govt. contract. If found involved in such activity the offer shall be rejected. As part of Appendix 'E-2'. |
| | (d) UNDERTAKING CERTIFICATE FOR CARTEL FOMATION:- The firm/bidder is required to submit in writing on Notari sed affidavit of Rs. 100/- stamp paper under taking certificate for non-submission of bid through cartel for mation with the bid documents for supply of bid require distores as part of cartel with other vendors and will be quoting competitive rates in the instant gemidicalled by BSF FTR R K Puram and consideration/acceptance for de-list/blacklisted for 02 years if found involved in such cartel formation from any of the departments or through documents failing which the offer shall be rejected. As part of Appendix 'E-3'. |
| 08 | Bid securing declaration: MSE/Start-ups or any entity ex empted for EMD should submit bid securing declaration certificate alongwith the technical bid documents failing whi ch their bid shall be rejected at initial stage. As Appendix 'A'. |
| 09 | MSE/Start-ups or any entity exempted for EMD should also submit MSE/Start-ups certificate. |
| 10 | Participated firms should submit their GST registration certificate & Aadhaar card. |
| 11 | The offered product by the firm should be registered /branded online on GeM: if the product not shown registe red on GeM the offer shall be rejected at initial stage. |

| 12 | GST: Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any 5/10 responsibility in this regards. GST reimbursement will be as per actual s or as per applicable rates (whichever is lower), subject to the maximum of quoted GST%. |
|----|--|
| 13 | Supplier shall ensure that the invoice is raised in the name of consignee with GSTIN of consignee only. |
| 14 | While generating invoice in GeM portal, the seller must uplo ad scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST. |
| 15 | Bidder's offer is liable to be rejected if they don't upload an y of the certificates/documents sought in the Bid document, ATC and corrigendum if any. |
| 16 | The bidder is required to upload all relevant valid certificate s as prescribed in the product specification given in the bid document along with the bid. |
| 17 | The bidder is required to provide dedicated/ toll free Teleph one No. for service support: BIDDER/OEM must have dedica ted/toll free telephone No. for service support. |
| 18 | Warranty period of the supplied products shall be 03 year f rom the date of final acceptance of goods or after completi on of installation, commissioning & testing of goods (if inclu ded in the scope of supply), at consignee location. OEM warranty certificates must be submitted by successful bidd er at the time of delivery of Goods. The seller should guaran tee the rectification of goods in case of any break down duri ng the guarantee period. Seller should have will established installation, Commissioning, Training, Troubleshooting and maintenance service group in INDIA for attending the after sales service. Details of service center's near consignee des tinations are to be uploaded along with the bid. |

| 19 | Timely servicing/rectification of defects during warranty per iod: After having been notified of the defects/ service requirement during warranty period, seller has to complete the required service/rectification within 15 days' time limit. If the seller fails to complete service/ rectification with defined time limit, a penalty of 0.5 % of Unit price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the buyer directly else the buyer shall have a right to recover all such penalty amount from the performance security (PBG). Cumulative penalty cannot exceed more than 10 % of the total contract value after which the buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service/rectification to the buyer. |
|----|---|
| 20 | Liquidated Damages: If the seller fails to delivery any or all of the Goods/services within the original/re-fixed delivery/ti me period (s) specified in the contract, the purchaser will be entitled to deduct/recover the liquidated damages for the d elay, (unless covered under force majeure conditions prescr ibed on GeM), @ 0.5 % per week or part of the week of dela yed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any s ort whatsoever. |
| 21 | The buyer has right to rejection the bid at any stage without assigning any reason. |
| 22 | Forms of PBG: Successful bidder is required to submit PBG in form of Account Payee Demand Draft (DD) in favor of INS PECTOR GENERAL, (HQ) R K Puram, New Delhi payable at S BI After award of contract, successful Bidder has to ensure delivery of hardcopy of the EMD Demand Draft (DD) to the buyer within 15 days of award of contract, Duration of PBG will be 01 year w.e.f. last date of supply received. |
| 23 | If any doubt on the seller submitted relevant documents i.e. Turnover, experience supply order and other bid document are liable to be verified by the BOOs or competent authority if found incorrect/fake, the bidder shall be blacklisted for 03 years. |
| 24 | All participated firms shall provide their director identificati on number (DIN) and corporate identification number (CIN), if applicable. |

| 25 | Bidder/seller also to submit proof of registration of offered p roduct i.e. trade mark certificate for bid item failing which hi s bid will be cancelled. |
|----|--|
| 26 | INSPECTION: Pre dispatch inspection (PDI) has to be conducted by the seller from the lab chosen by the buyer and the PDI charges will be borne by the seller. PDI report along with complete lab test report must be submitted to this HQ along with bulk supply. |
| | CRAC will be generated only after Post Receipt Inspection at consignee site which will be conducted by BSF Board of Officers. Buyer reserve all rights for finalization of lab for advance sample, supply and for all contract. |
| | Note: Lab which will be used for inspection of advance sample will be remain same for PDI of bulk supply. The buyer has the option to intimated the lab from which inspection has to be done. |
| 27 | ADVANCE SAMPLE : After award of contract, buyer will in timate seller to provide advance sample with Lab/inspection report from NITRA to the buyer. (Inspection charges will be borne by the seller). After approval of sample, the firm will be intimated by the buyer for bulk supply. Delivery period i. e 60 days from approval of advance sample till bulk supply. |
| 28 | |

29 Force Majeure Clause :- A Force Majeure (FM) means extr aordinary events or circumstance beyond human control su ch as an event described as an act of God (like a natural cal amity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal r ain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contr actual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM cla use does not excuse a party's non-performance entirely, bu t only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be clai med ex-post facto. There may be a FM situation affecting th e purchase organization only. In such a situation, the purch ase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its o ption terminate the contract without any financial repercuss ion on either side. Notwithstanding the punitive provisions c ontained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanct ion so long as the delay and/or failure of the supplier in fulfil ling its obligations under the contract is the result of an eve nt covered in the FM clause CVC Guidelines: The Indian agent on behalf of the Princip 30 al/OEM or Principal/OEM itself can bid but both cannot bid si multaneously for the same item/product in the same tender (CVC-Guidelines issued vide Circular No.03/01/12(12-02-6 C TE/SPL(1)-2 /167030 dated 13 Jan 2012 refers). CVC guideli nes should be followed meticulously and a certificate in this regard will be furnished by the bidder. (Performs attached a s **Appendix 'J'**

| 31 | a) The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer. |
|----|---|
| | b) The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer. |
| | c) The Seller shall, notwithstanding the consent and assign ment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under. |
| 32 | Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to B uyer, 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 Mat erial(s) or any part thereof within the stipulated Delivery pe riod or such inability otherwise becomes apparent. |
| | iii) The Seller fails to deliver the Material(s) or any part ther eof within the stipulated Delivery period and/or to replace/rectify any rejected or defective Material(s) promptl y. |
| | 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 own ed by the Seller. |
| | vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the purchase order on the Seller. |
| 33 | Delivery period i.e. 60 days is including approval of advance sample as well as bulk supply. |

Firm must submit BIS License of the subject store i.e. IS 13489. I essential for the mattress to be marked with either both IS standards IS 8391 (Part 3) and IS 13489 or at least IS 8391 (Part-3). Firm to sub BIS certificate issued by BIS. **Appendix 'I'**

3 5

Appendix -'H'

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

| Tender No | | | | dated | | | |
|-----------|----|---|--|--|---|--|---|
| (| 01 | Name of f irm | Officer Ad dress of fir m, phone No. Fax No . & Email I D | Firm's Works Addres s as pe r vend or pho ne No. Fax No. Email I D | Type of fir m (sole pr oprietorshi p/partners hip limited liability par tnership/pr ivet limite d public li mited com pany) | CIN LLPI N of Fir m | GST F gistra on No of the Firm |
| | | (1) | (2) | (3) | (4) | (5) | (6) |
| (| 02 | Name of all Owner (s)/ Direct or (s) of F irm | Father's/H usband an d 's name of all Direc tor(s) | DIN | Full reside ntial addre ss | Aadhar card of owner / director (s)of fir m be At tached | Udya Regis ation ertific te No _ ,att h a C py |
| | | (1) | (2) | (3) | (4) | (5) | (6) |
| | | | | | | | |

03. **WE HEREBY DECLARE AND CONFIRM THAT** no bid has been ubmitted for the quoted item by any Private Limited or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or oprietor Firm in which any relative of any Director or Partner or Proprietor

or of Bidder Firm is Director, Partner or Proprietor, The work "relative defined as under:-

The companies Act, 2013 Sec 2(77) "relative" & MoF Manual fc rocurement of Goods (Para 5.1.4)" with reference to any person, meanyone who is related to another, if

- (i) They are member of a Hindu of Undivided Family,
- (ii) They are husband and wife ;or
- (iii) One person is related to the other in such manner as prescri d below:
 - a) Father including step-father
 - b) Mother including step-Mother
 - c) Son including step-son
 - d) Son's wife,

3

- e) Daughter's husband,
- f) Brother including step- brother,
- g) Sister including step -sister,

| 3, 5 - | -1 / |
|---|--|
| | re have carefully read and understood the nterest of Tender No |
| | r firm m/s (firm name) lict of Interest with other bidders for par (Item name) |
| We hereby declare and confir rs are true and correct. | m that the above information and partic |
| Place: (firm name) | For |
| Date: | |
| | Signature of Director / partner/ |
| | Proprietor / Authorized Signatory |
| | Name |
| | Designation |
| | (With official Stamp) |
| (to be printed | l on company's letter pad) Appendix ' |
| DECLARA | ATION OF LOCAL CONTENT |

| No Date: |
|---|
| To, |
| Subject : Declaration regarding local content |
| Reference: (1) DPIIT(PPE), Ministry of Commerce, GoI, notification not 45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020, 4 March 202 and any amendment thereof) |
| (2) Tender no |
| (3)Our quotation nodated |
| Dear Sir, With reference to the above notifications of DPIIT, we hereby of are the following – |
| 1. We are the manufacturer / we have done value addition to the pro t quoted vide referred quote (bidder to select only one option) |
| 2. We have authorized Mr./Ms of our company for giving declars of our company for giving declars of n regarding local content w.r.t. the referred DPIIT notification(s) and amendment thereon. Our company owns the responsibility for the siture of above official regarding local content being declared herewith ow onward above mentioned signatory will correspond with your depart regarding local content. We understand that the local content ot claimed by us on the basis of profit, warehousing, marketing, logis, freight, transportation, insurance, installation, commissioning, train after sales services, AMC/CAMC etc as local value addition. |
| 3. The local content in our referred item's quote is% as perbove notification of DPIIT. |

| 4. We are Class (I or II) (bidder to choose either one) supplier as per I T Notifications. |
|---|
| 5. Local content value addition is at place |
| 6. We understand that false declaration of local content %age w.r.t. a ve DPIIT order will be in breach of the code of integrity under rule 17)(i)(h) of the General Financial Rules (GFR)2017 for which the bidder ts successors can be debarred for upto two years as per Rule 151(iii) GFR alongwith such other action as may be permissible under law. |
| Thanking you. Yours faith |
| Name : Signature company seal |
| Date: |
| Place: |

| 3 7 | (To be in the Company letter head) Append |
|--------|---|
| / | G' |
| | Certificate regarding compliance of Ministry of Finance, Department of xpenditure, Public Procurement Division Order no. F. No. 6/18/2019-Finance 23.07.2020. |
| | I certify that |
| | OR |
| | I certify that |
| | Signature of tenderer: |
| | Name in block letters: |
| | Name of firm : |
| | Full address : |
| | |
| | |

| 3 | | | A | <u>ppendix</u> – "J" |
|-----|-------|---|---|--|
| | В | ID No | | Dated |
| | | UNDERTAKIN | NG FOR CVC CIRCLAR NO.03/01/12 (On Firm's Letter head) | DATED 13.01.2012 |
| | Т | o Inspector General, West Block- 8, Sect R k Puram, New De | | |
| | 9 | Sir, | | |
| | | Tender/GeM, | | Bid No |
| | of th | ne CVC Circular No I of the tendered e have not authori | under and accept the control of the | nd we are the Princi n the tender enquir |
| | ours | s Faithfully | | |
| | | | | (Signature of the Auth d Signatory of Bidder, (r of the firm (with Offic al) |
| С | HECK | LIST OF TENDER | RED ITEMS: IG (HQ) FHQ, NEW | DELHI |
| Srl | No | Name of docum | ents | Annexed as |

| Proof of OEM | - |
|--|--|
| a) MSME Udyam Registration issued by the MS ME for all NIC Code in which bidder has offered their tendered items | - |
| (b) Start up India certificate issued by DPIIT | - |
| Turnover | - |
| (a) NSIC Registration if available | - |
| (b) Certificate issued by Authorized Chartered Accountant | - |
| Past performance certificate Supply order issued by various Central or State Govt. Dept. | - |
| BSD (Bid Securing Certificate) – on the lette r head of the firm in our given format in ATC of the Bid with under signature of Proprietor. | А |
| Bidder financial standing – Bidder has to su bmit declaration certificate on the letter head of the firm. | В |
| Data Sheet – Bidder has to give undertaking t hat they will comply the given tender specificat ion number during execution their bulk supply and Advance sample | С |
| Certificate ISO 9001 | D |
| Essential declaration certificates:- | E |
| (a) Firm shall submit notarized affidavit on ₹. 1 00/- stamp paper after bid publish date that fir m have not submitted any fake/ forged /false/ misleading & mis-represented documents to an y Govt. department in last 03 years and Certific ate regarding Non blacklisting/ Banned by any Govt. department for last 03 years. If undertaking/ Certificate found false then the firm will be blacklisted for 02 years. | |
| (b) The bidder is required to provide dedicated/ toll free Telephone No. for service support: BID DER/OEM must have dedicated/toll free telepho ne No. for service support | |
| | a) MSME Udyam Registration issued by the MS ME for all NIC Code in which bidder has offered their tendered items (b) Start up India certificate issued by DPIIT Turnover (a) NSIC Registration if available (b) Certificate issued by Authorized Chartered Accountant Past performance certificate Supply order issued by various Central or State Govt. Dept. BSD (Bid Securing Certificate) - on the letter head of the firm in our given format in ATC of the Bid with under signature of Proprietor. Bidder financial standing - Bidder has to submit declaration certificate on the letter head of the firm. Data Sheet - Bidder has to give undertaking that they will comply the given tender specification number during execution their bulk supply and Advance sample Certificate ISO 9001 Essential declaration certificates:- (a) Firm shall submit notarized affidavit on ₹. 1 00/- stamp paper after bid publish date that firm have not submitted any fake/ forged /false/ misleading & mis-represented documents to any Govt. department in last 03 years and Certificate regarding Non blacklisting/ Banned by any Govt. department for last 03 years and Certificate regarding Non blacklisting/ Banned by any Govt. department for last 03 years. If undertaking/ Certificate found false then the firm will be blacklisted for 02 years. (b) The bidder is required to provide dedicated/ toll free Telephone No. for service support: BID DER/OEM must have dedicated/toll free telepho |

| 13. | BIS CERTIFICATE IS WITH ACTIVE VALID Y PERIOD | I | |
|-----|---|--|---|
| 12. | CONFLICT OF INTE | Н | |
| 11 | Land border certi ficate | format in ATC of the bid | G |
| 10. | Local content cert ificate | Bidder has to submit thes e certificate as per given | F |
| | nd involved in such a jected. (c) UNDERTAKING L FOMATION:- The fir bmit in writing on No 100/- stamp paper r non- submission of on with the bid docur uired stores as part of s and will be quoting stant gem bid called consideration/acceptation of the documents failing we ected. | E-3 | |
| | (b) "The firm/bidder indertaking certificated g of stores and no and e to non –supplying of submit EPBG in last (continuous) publishing the bid) in and involved in such a | E-2 | |
| 9. | (a) Further seller will rised affidavit of Rs. I y have not defaulted rdered goods to any years and same to be hnical Bid. | E-1 | |

Note:- All above requisite documents will be submitted by bidder in e order as mentioned in check list i.e. from S/No.01 to 13 with super bed Annexure as 'A' to 'I'.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as n 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 issibly 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 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</u> <u>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 specifyir equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experienc
- 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 m
- 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 te and conditions/or any other document. If buyer needs more items along with the main item, the same must b added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the m 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 they can raise their representation against the same by using the Representation window provided in the bid details in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply 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 / a rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Paymen Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may tak 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 share 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 complian 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./ 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 सा 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 पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न व अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---