

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	18-09-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	18-09-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Home Affairs
विभाग का नाम / Department Name	Central Armed Police Forces
संगठन का नाम / Organisation Name	Central Reserve Police Force (crpf)
कार्यालय का नाम / Office Name	Dte. Genl.
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :gemcelldte@crpf.gov.in Buyer Email id: digactprvsaf@crpf.gov.in
कुल मात्रा / Total Quantity	3307
वस्तु श्रेणी / Item Category	Medium Density Fiber Boards (MDF Boards) Marked to IS 12406 (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	53 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	214 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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) *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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	215000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	4.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

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

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

DIG COBRA SEC.

Dte. Genl., Central Armed Police Forces, Central Reserve Police Force (CRPF), Ministry of Home Affairs
(Vinay Kumar Rai)

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder

shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. 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.

6. 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.

7. 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.

8. 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.

9. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM_No.1 4 2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. 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.

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

12. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

Medium Density Fiber Boards (MDF Boards) Marked To IS 12406 (V2) (3307 pieces)

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

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Grade Classification	Grade Classification of MDF Board	Moisture resistance (MR), High moisture resistance (HMR) - General Purpose (GP)
Physical Dimension	Length of MDF Board (in ±5 mm/m)	2135 mm
	Width of MDF Board (in mm, tolerance ±5 mm/m)	915 mm
	Density of MDF Board (in Kg/m³, tolerance ± 10%)	Between 600 and 650, Between 650 and 700, Between 700 and 750, Between 750 and 800, Between 800 and 850, Between 850 and 900 Or higher

Additional Specification Parameters - Medium Density Fiber Boards (MDF Boards) Marked To IS 12406 (V2) (3307 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Requirement as per QR IS 12406:2021 Medium Density Fibre Boards for General Purpose (Second revision) (QRs also uploaded in ATC)	Dimension (mm) i) Length 2100 ii) Width 900 iii) Thickness 17 Density ((Kg/m ²) 600-900 Variation from mean density (%) ± 10 Moisture content (%) 5-10 Other specification shall also be as per IS : 12406.

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

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

क्र.सं./S.No.	परिषी/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Naresh Panwar	824210,Commandant, 205 CoBRA BN, CRPF, Barwadi, PO-Barachatti, Dist- Gaya, Bihar, Pin- 824201	390	90
2	Ravindra M L	591344,CSJWT, CRPF, Torali (Jamboti), Tehsil- Khanapur, Belgaum, Karnataka, Pin- 591345	187	90
3	Pushpendra Kumar	441804,Commandant 206 Cobra Bn, Chitapur Bhandara, Maharashtra, Pin- 441804	90	90
4	Shashi Bhushan Singh Bist	481115,Commandant 208 CoBRA Bn, Badgaon, Kirnapur, Balaghat M.P, Pin- 481115.	390	90
5	Pawan Kumar Singh	825405,Commandant 203 CoBRA Bn, CRPF, Jharkhand, Hazaribagh, Pin- 825405	390	90
6	Dipak Kumar	721147,Commandant, 207 CoBRA, CRPF, Salboni, Medinipur, West Bengal, Pin- 721147	390	90
7	Sorabh Bhatnagar	835210,Commandant, 209 CoBRA Bn, Khnachi Vihar, Khunti, Jharkhand - 835210	390	90
8	Santosh Kumar Mall	494001,Commandant 204 CoBRA Bn, CRPF, Karanpur, Jagdalpur, Chhattishgarh- 494001	300	90
9	Anand Kumar	784116,Commandant 210 CoBRA BN, CRPF, Dalgaon, Distt- Darrang, Assam- 784116	390	90
10	Amit Choudhary	494001,Commandant 201 CoBRA Bn, CRPF, Karanpur, Jagdalpur, Bastar, Chhattishgarh -494001	390	90

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

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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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**

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

3. **Generic**

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

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

4. **Generic**

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

5. **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 7 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.

6. **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

7. **Scope of Supply**

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

8. **Certificates**

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

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**

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 bid document.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Bidder are requested to go through the terms and conditions carefully and accordingly submit all the documents/ certificates as called for in the bid, failing which their offer shall liable to be ignored/ rejected.

1. Name of item: – Hard Board Cots (MDF), Qty In Nos. – 3307 Nos.

Note:- (i) **The required quantity of 3,307 Nos Hard Board Cots (MDF) having dimensions 2100 mm length, 900mm width and 17mm thickness. The area of one Hard Board Cots (MDF) as per above dimensions is near about 20.34 Sq feet. Accordingly the total quantity works out to approximately 67,278 Sq Fit (3307 Nos X 20.34 Sq feet).**

(ii) In case the bidder quotes that in square feet, the quotes the rate shall be applicable to the total quantity of approximately 67,278 Sq Fit. Bidder must clearly indicate the rate per sq feet in their financial bid. Any ambiguity regarding the quoted rate or unit measurement shall be the sole responsibility of the bidder.

(iii) Quantity shall be supplied in Nos i.e. 3,307 Nos Hard Board Cots (MDF) having dimensions 2100mm length, 900mm width and 17mm thickness. Vendor must submitted their undertaking that quantity shall be supplied as per requirement dimensions of the buyer.

2. BIS License is mandatory required in the bid, hence participated vendors should submit valid BIS License as per IS- 12406-2003.

3. **Bid Security Declaration** : Bidders (MSEs/Start-ups or any other entity) those are exempted from EMD have to submit the “Bid Security Declaration Certificate” mandatorily along with the Technical Bid Documents in the following format: -

FORMAT OF “BID SECURITY DECLARATION CERTIFICATE “

(On letter head of bidder)

To

The IG,

CoBRA Sector,

Civil Lines, New Delhi-110054

Dear Sir,

In accordance with your Invitation to Bid No. _____

M/S _____ hereinafter called the bidder with the following Directors on their Board of Directors/partners of the firm: -

1	2
3	4

I/We accept that in any of the conditions mentioned below during the period of validity, we agree to be suspended for the period of 24 Months from the date of communication from participating in any bid/procurement of CRPF. This undertaking is valid for a period of 60 days beyond the final bid validity period for affecting the clause without any reservation and recourse, if: -

i. After submitting the Bid, it is modified w.r.t rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.

ii. Withdraws the said Bid within offer validity as mentioned in this bid.

iii. Having not withdrawn the Bid, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General conditions of contract.

iv. Fails to present and place their equipment for during technical evaluation of bid & samples before the board of officer as per condition of this bid.

The undertaking shall remain valid up to 60 days beyond bid validity from M/S

..... on whose behalf this declaration is issued.

Yours faithfully,

SIGNATURE OF BIDDER,

(Full name & designation in firm)

Complete address and contact details

Including fax, email and phone/mobile number)

4. DECLARATION FOR INSPECTION AGENCY (PDI)

(On letter head of bidder)

To

The IG,

CoBRA Sector,

Civil Lines, New Delhi-110054

I, _____ (Name & Designation) of M/s. _____ (Name of firm) hereby declare that, I have understood that as per bid documents at column "Inspection required" it is mentioned "No" which is due to non-availability of name of the Inspection Agency at GeM System. I understand that, in fact inspection is required and I have read the conditions mentioned in Bid Specific Additional Terms and Conditions and agree to get the stores inspected before dispatch (PDI) from **BITES** (authorized Inspection Agency). It is at discretion of the buyer to associate their Board of Officer along with the authorized inspection agency.

SIGNATURE OF BIDDER,

(Full name & designation in firm

Complete address and contact details

Including fax, email and phone/mobile number)

5. **Same Registered Address.** i.e. office & Factory address must be mentioned in GST, MII, Udyam, Vendor Assessment Report, Start up certificate, Factory license and Capacity verification certificate etc.

6. **Lab test report:-** Vendor must ensure to furnish the required Lab Test certificate having specific ULR number as per NABL letter No. NABL/ANCMT/2021/12/13-01 dated 13/12/2021 of " **Hard Board Cots (MDF) dimensions 2100 mm x 900 mm x 17 mm**" as per IS 12406: 2003 or latest from any Govt. approved Lab/NABL accredited Lab (having scope for testing parameters) comes under Ministry of Govt. of India not older than 03 years from bid opening date meeting the all parameters of specifications of bid item along with bid documents.

7. **Brand of product :-** vendors must participate for Registered Brand on the GeM portal. Documents in connection with Trademark of same brand required to be submitted with bid documents failing which bid shall be rejected at initial stage. Bid for unbranded/unregistered brand shall be liable to be ignored/rejected.

8. **ATC :-** Participated firms should also submit undertaking certificate along with bid documents that firm has accepted all terms and condition mentioned in the instant bid including additional terms and condition.

9. Undertaking that the offered product is meeting all the required parameters as per IS 12406 :2003 or latest.

10. **Bidder financial standing:** The bidder should not be under liquidation; court receivership or similar p

proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid.

11. CA Certificate Clause. A certificate for the investment in plant and machinery, duly certified by a Chartered Accountant (CA) **bearing a valid UDIN**, must be not older than 01 year from publishing of the bid.

12. Participated bidder must submit undertaking that no any criminal or civil court case against firm or owner or director/directors of the firm.

13. The bidder must submit Self certified "Make in India (MII) Certificate" alongwith Bid duly mentioning "Percentage of local content" with "Details of the location (Factory location) at which the local value addition is made" as per Ministry of Commerce and industry, DPIIT (Public Procurement Section) OM 8/16 No. P-450 21/2/2017-PP (BE-II) dated 16/09/2020 in the following format:-

S N	Description	Details to be provided by bidder
i.	Goods/services/works for which the certificate is produced.	
ii.	Percentage of local content claimed and whether it meets the Minimum Local Content prescribed.	

iii.	Name and contact details of the unit of the Local Supplier (s)	
iv.	List of inputs which are domestically sourced from other local suppliers for manufacturing of the tendered store	
v.	List of inputs which are imported, directly or indirectly for manufacturing of the tendered store	

vi.	List of Inputs which are added by the bidder at his own location i.e. contribution of bidder in manufacturing of tendered store	
vii.	Percentage of Local Content Excluding taxes	
viii.	Percentage of imported or foreign Content including taxes	

ix.	Percentage of tax	
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SIGNATURE OF BIDDER,

(Full name & designation in firm

Complete address and contact details

Including fax, email and phone/mobile number)

14. Bidder shall submit the following documents/certificates along with bid documents failing which bid offer shall liable to be ignored/rejected :-

I. Copy of PAN Card, Adhar Card, GSTIN with amendment if any,ECS Mandate duly certified by Bank.

II. Latest Udyam certificate with NIC code for same or similar category.

III. Vendor assessment report clearly mentioning bidder as OEM for bidded item.

IV. Copy of valid factory license in claim of having own manufacturing facility for same address as mentioned in GEM Vendor assessment report and MII certificate.

V- ISO 9001:2015 (Quality Management System)

15. **UNDERTAKING CERTIFICATE FOR CARTEL FORMATION** :- The firm/ bidder is required to submit the undertaking certificate with bid documents, non-submission of bid through cartel formation with the bid documents for supply of bid required stores as part of cartel with other vendors and will be quoting competitive rates in the instant Gem bid called by CoBRA Sector HQr and consideration/acceptance for de-list/black listed 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.

15. **Warranty/Guarantee**: - Store supplied against specification shall be deemed to bear the warranty of supplier against defective design material, workmanship and performance for period of 01 (One) year Repeat 01 (One) year from the date of receipt of store at consignee end. And if during the specified period the store supplied is found to be defective, the same shall be replaced immediately with serviceable store by the

he supplier at site free of any charges as may be decided by the purchasing officer, on commendation of consignee/quality assurance authority.

16. **Past Performance:** The OEM should have supplied same or similar item of bid product 30% of bid quantity (i.e , in at least one of the Financial years 2023-24, 2024-25 & 2025-26 before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts alongwith CRAC (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. Bidders are required to submit, Contract Copy, CRAC, Inspection note etc. in support of Past performance clause mentioned in bid document.

Note:- All types MDF board and steel cots fitted with MDF board shall be consider as a past performance for all bidder.

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PERFORMANCE STATEMENT

(On letter head of bidder)

Name of Bidder: _____

S.No	Organization name to which Purchase order placed by bidder.	Contract Order No. & Date	Item name in detail	Qty	HSN CODE	Value in INR	CRAC / Inspection Note No and date

17. **Essential Declaration Certificates** : - Inclusion of condition for undertaking for genuinely of documents, vendor shall submit notarized affidavit on Rs. 100/-e stamp paper that:-

(a) The firm have not submitted any fake/ forged /false/ misleading & misrepresented documents to any Govt. department (including instant bid) in last 03 years.

(b) The firm has not been blacklisted or banned by any Government department during the last three (03) years. Details of any suspension period, if applicable during the last one (01) year, have been disclosed in this declaration and shall be treated in accordance with the General Terms and Conditions (GTC) of GeM. In the event that this undertaking/certificate is found to be false, the firm shall be liable to be blacklisted for a period of two (02) years.

(c) Vendor will confirm in writing that they have not defaulted/ delayed for supplying order ed goods to an y Govt. Dept in last 03 years and same to be submitted along with technical Bid. Above undertaking certificates are essential conditions failing which offer of the bidder is liable for rejection. Above undertaking certificate will be valid only on e -stamp paper. If, e-stamp paper facility is not available in the state and undertaking certificate is submitted on normal stamp paper, then same should be mentioned on normal stamp paper that e-stamp paper facility is not available in the state.

18. The bidder is required to upload all relevant certificates as prescribed in bid document along with the bid. It is mandatory to mention bid number and date on all the certificates/undertakings otherwise bid will be rejected. 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.

19. Startups and Micro Small Enterprises will be exempted from the prior turnover criteria & prior experience criteria, only on submission of valid/genuine "Recognition certificate issued from DPIIT (Department for Promotion of Industry & Internal Trade)" , "UDYAM Registration Certificate" for bid item. **However, meeting the past performance criteria as specified in the bid remains mandatory for all bidders.**

20 . All the Startup vendors for seeking exemption must submit the following documents:-

(a) Vendor assessment report from GeM.

(b) Balance sheet at least for the last FY must be submitted duly audited by CA with UDIN No.).

21. **Advance sample clause:** -

I. Successful bidder is required to submit advance sample 03 Nos of bid product free of cost to Buyer within 15 days of award of contract for approval by the purchaser.

II. Vendor must submit Advance Samples along with full Lab test report as per QRs/Specifications of bid product for Buyer's approval (date of lab test report of advance sample should be after the date of award of contract)

III. Lab testing report of Advance sample shall be done mandatorily from any NABL accredited lab.

IV. Vendor should ensure that the Advance Sample to be submitted by them, fully conform to all the parameters of the QRs/specification. Lab test report in this regard should be endorsed with Advance Sample as mentioned above.

V. All Advance Sample should be sealed with lab report as mentioned above and card affixed to it duly signed and stamped by the supplier firm indicating the following: -

a. Name and address of the firm

b. Contract No. with date

c. Name of item, item no. i.e. Model no. & Size etc.

d. Any other information, if required.

vi. While bidding, the sellers should take into account 15 days for advance sample submission from the date of contract. Any delay in submission of the advance sample shall be the part of the seller and shall be regularized with Liquidated Damages. So, the seller should make all reasonable efforts to expedite the testing of sample from the lab to prevent avoidable delays.

vii. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within a week of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. 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 production 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. Any expenses incurred by the contractor on sample or in connection with the production of stores in bulk shall be borne by the Seller unconditionally and firm shall not claim any compensation in the event of such sample being found unacceptable by the Buyer/Consignee.

22. PRE-DISPATCH INSPECTION (PDI)- Pre-dispatch inspection at seller's premises (Fee/Charges to be borne by the SELLER): 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 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 SELLER. For such testing, Seller will provide necessary facilities free of cost. Seller shall notify the buyer nominated inspection agency through email about readiness of goods for pre-dispatch inspection. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection from buyer. 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 good's shipment. Inspection and external laboratory testing charges shall be borne by the supplier and it shall not be reimbursed by Buyer to them at any point in time. Cost of inspection/ testing shall be factored in by the supplier in the cost of the product itself while submitting bid. Following are the tests that are required to be conducted during pre-dispatch inspection:-

(a) Detailed parameters of QRs/ Specification confirm to **MDF Board Grade 1 Class E1 of Length 2100 mm x 900 mm x 17 mm**" as per IS 12406: 2003.

(b) **INSPECTION AGENCY**: The inspection agency will conduct the inspection and submit the certificate to the supplier as well as the buyers and all consignees. The bidder will be solely responsible for quality assurance of stores including pre-dispatch inspection/ testing at manufacturer's site by the **BITES** . Cost of inspection will be borne by the vendor.

(c) Pre-dispatch inspection shall be done in a one lot. Seller will ensure this-partial pre-dispatched inspection will not be accepted.

23. **Reference sample clause:** One reference sample is required to be sent to each consignee after carrying out PDI by external inspection agency and duly tested from their lab should be stamped, labeled, marked, or sealed separately by the seller before dispatch of bulk supplies to the consignees for guidance to conduct Pre-Receipt Inspection/LCR by consignee. However, said sample will be taken into account of consignee while dispatching the final lot.

24. **Total Delivery Period is 90 Days:-** After the contract agreement, a 15-days period will be given to the L1 vendor to submit an advance sample, and 07 days for its approval from the buyer side. Any delay for approval of advance sample beyond the 07 days shall be the part of the buyer and such delay period only be re-fixed accordingly. No any provision for re-fixation of the delivery after approval of the advance sample is applicable for such bid. So after that, any delay shall be **the responsibility** of the seller and considered with applicable LD charges.

25. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

26. Liquidated Damages will be applicable as per Rule 9.3.8 & 9.3.9 of Manual for Procurement of Goods, Second Edition 2024. If the seller fails to deliver any or all of the goods / service within the original /re-fixed delivery period specified in the contract, the buyer will be entitled to deduct/recover the liquidated damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10(Ten) per cent of the value of delayed goods.

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

28. **Fall Clause:** The following fall clause will form part of the contract placed on successful bidder:

a) The price charged for the stores supplied under the contract by the seller shall, in no event, exceed the lowest prices at which the seller sells the stores or offers to sell stores of identical description to any persons/Organization, including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all supply orders placed during the currency of the contract is completed.

b) If, at any time, during the said period the seller reduces the sale price, sells or offers to sell such stores to any person/organization, including the buyer or any department of central Government or any Department of State Government or any Statutory undertaking of the central or state Government, as the case may be, at a price lower than the price chargeable under the contract, the bidder shall forthwith notify such reduction or sale or order of sale to the CoBRA HQ and the price payable under the contract for t

he stores of such reduction of sale offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :

- i- Exports by the seller.
- ii- Sale of goods as original equipment at price lower than the price charged for normal replacement.
- iii- Sale of goods such as drugs which have expiry date.
- iv- Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned.

c) The seller shall furnish the following certificate to the paying Authority along with each bill for payment for supplies made against the Contract- “ We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the CoBRA HQ under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the CoBRA HQ.

29. Forms of PBG: After award of contract, successful Bidder has to submit ePBG to the buyer within 15 days of award of contract in the form of Account Payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India, in favour of Dy. Inspector General, CoBRA Sector Hqr, Civil Lines, New Delhi-110054 payable. E-PBG should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

30. In case of any doubt on the bidder with reference to documents submitted i.e. Turnover, experience supply orders and other bid document are liable to be verified through the BOOs or competent authority, if found incorrect/fake, the bidder shall be blacklisted for 02 years.

31. The Seller shall not assign the Contract in whole or part to any entity.

32. Start-UP must produce valid documents with details of the investment in the plant and machinery and also corresponding details of the date of incorporation, factory license and ITR details and balance sheet to confirm that they are indeed start-up and manufacturing units. Arbitration Clause as per GeM Terms and conditions.

33. **RISK PURCHASE CLAUSE:** If the successful bidder fails to supply material within the stipulated delivery date or material supplied other than specification specified in our bid, Buyer reserves the right to terminate contract for that items, forfeiture of security deposit and at the cost liable to the seller. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the security deposit/ bank guarantee and pending bills of existing firm and if the value of the materials under risk purchase

exceeds the amount of security deposit / or bank guarantee and pending bills the same may be recovered, if necessary, by due legal process.

34. **FORCE MAJEURE CLAUSE:-** A force majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes, (but not including negligence or wrong doing, predictable /seasonal rain and any other events specifically excluded in the clause). And force majeure clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspend it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase 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 days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanctions so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contracts is the result of an event covered in the FM clause.

35. **Conflict Of Interest Among Bidders/ Agents :-** A vendor shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest in the bid shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

- a. They have controlling partner (s) in common.
- b. They receive or have received any direct or indirect subsidy/financial stake from any of them.
- c. They have the same legal representative/agent for purposes of this bid.
- d. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder;
- e. Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid .
- f. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

36. **Purchase's Discretions:-**

(a) The Purchaser reserves the right to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the bidder/ bidders.

(b) Purchaser reserves the right to get the manufacturing capacity of all the bidders re-verified by an institution of its choice irrespective of the registration status. The cost will be borne by the bidder.

37. Termination of Contract:- Time shall be the essence of the contract. The purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:

- i) The vendor fails to comply with any material terms of the contract.
- ii) The vendor informs the buyer of its inability to deliver the stores or any part thereof within the stipulated delivery period or such inability otherwise becomes apparent.
- iii) The vendor becomes bankrupt or goes into liquidation.
- iv) The vendor makes a general assignment for the benefit of creditors.
- v) The delivery of the goods is delayed due to causes of Force Majeure after the scheduled date of delivery.
- vi) In case Performance Bank Guarantee (PBG) is not furnished within 15 days from the date of issuing of contract (supply order).

38. Payment Clause:-

- (i) The currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- (ii) No advance payment of any type shall be made by the Procuring Entity to the contractor.
- (iii) In case of non-availability of the GeM platform or long shutdown of internet services at Buyer location or similar force majeure conditions the offline payment will be followed.
- (iv) Other Payment terms laid down in Para-6.2 of Manual for procurement of goods shall be applicable.
- v) Payment will be made after satisfactory receipt of store by all consignees.

39. Representation / complaint will be dealt as per para 3.4 of Good and procurement Manual updated upto July 2024 and as per instruction issued by CVC from time to time. All queries will be entertained through GeM portal window only. Other offline or online inquiries through phone or any other media will not be entertained.

40. Back-loading of stores: In case the supplier does not lift the rejected goods within the stipulated time, a ground rent (say at 0.2% to 5% per day of the value of Goods will be applicable. If the supplier does not

ot respond within a reasonable time, the procuring entity may treat the material as scrap and dispose it off as deemed fit, under intimation to the supplier, to recover its dues. Such provisions should be part of the tender document as per the Procurement Manual for Goods -2024 (2nd Edition) Chapter-9 , rule 9.6.6.

41. EMD:- Scanned copy of the “EMD” shall be uploaded by Seller (in case EMD not exempted as per GeM GTC) in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.

42. The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are found to be substandard, inferior and not meeting the QRs or any term or condition of the contract being breached.

43. The buyer reserves the right to re-verify the lab test reports submitted by the bidder at any stage, including during bid submission, advance sample evaluation, and Pre-Delivery Inspection (PDI).

44. This bid is floated on **“No Cost, No Commitment”** basis.

45. The Bidder should submit valid BIS License.

46. Bills only be processed after completion of supply of full quantity of contracted item.

12. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and

published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला

सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा |/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---