

दिनांक /Dated: 02-07-2025





बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-07-2025 11:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-07-2025 11:30:00		
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.		
कुल मात्रा/Total Quantity	11076		
वस्तु श्रेणी /Item Category	Cotton Terry Towel (MHA) (V2) (Q3)		
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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?	No		
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1		

बिड विवरण/Bid Details		
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
विगत प्रदर्शन /Past Performance	20 %	
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	3 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

आवश्यकता/Required	No
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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).	17

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

लाभार्थी /Beneficiary :

DIG COBRA SEC.

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

विभाजन/Splitting

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

Reserved for Make In India products

Reserved for Make In India products	Yes

एमएसई के लिए आरक्षित / Reserved for MSE

एमएसई के लिए आरक्षित / Reserved for MSE	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 5. 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.
- 6. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 7. 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.
- 8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% 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.

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

Cotton Terry Towel (MHA) (V2) (11076 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी 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)
Specifications	Governing technical specifications of the product	Cotton Terry Towel as per QR/ specification prepared by Northern India Textile Research Association, Sector - 23, Raj Nagar, Gaziabad (UP) and approved by MHA vide letter No.U-II-25/2011- 12 Prov- (CoBRA) Dated: 11/02/2013

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	<u>View</u>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / 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	1150	90
2	Ravindra M L	591344,CSJWT, CRPF, Torali (Jamboti), Tehsil- Khanapur, Belgaum, Karnataka, Pin- 591345	588	90

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
3	Vinay Kumar Rai	110054,Office of the IGP, CoBRA Sector, Block No. 11, Old Secretariat Building, Civil Lines, Delhi-54	90	90
4	Pushpendra Kumar	441804,Commandant 206 Cobra Bn, Chitapur Bhandara, Maharashtra, Pin- 441804	1200	90
5	Shashi Bhushan Singh Bist	481115,Commandand 208 CoBRA Bn, Badgaon, Kirnapur, Balaghat M.P, Pin- 481115.	304	90
6	Pawan Kumar Singh	825405,Commandant 203 CoBRA Bn, CRPF, Jharkhand, Hazaribagh, Pin- 825405	768	90
7	D S Kathayat	721147,Commandant, 207 CoBRA, CRPF, Salboni, Medinipur, West Bengal, Pin- 721147	1210	90
8	Deepak Bhati	835210,Commandant, 209 CoBRA Bn, Khnachi Vihar, Khunti, Jharkhand - 835210	1150	90
9	Santosh Kumar Mall	494001,Commandant 204 CoBRA Bn, CRPF, Karanpur, Jagdalpur, Chhattishgarh- 494001	1150	90
10	Ashok Kumar	784116,Commandant 210 CoBRA BN, CRPF, Dalgaon, Distt- Darrang, Assam- 784116	1150	90
11	Amit Choudhary	494001,Commandant 201 CoBRA Bn, CRPF, Karanpur, Jagdalpur, Bastar, Chhattishgarh -494001	1166	90
12	AMIT KUMAR	764036,Commandant 202 COBRA Bn, Sunabeda, Post- Rajput, Distt- Koraput, Odisha, Pin- 764036	1150	90

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तै/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 (Increased quantity \div Original quantity) \times Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the

original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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. 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

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.

5. Sample Clause

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

6. Scope of Supply

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

7. Certificates

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

8. 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.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1- Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the SELLER): Before dispatch, th e goods will be inspected by Buyer/ Consignee or their Authorized Representative or by Nominated Extern al 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, Selle r will provide necessary facilities free of cost. Seller shall notify the buyer through email about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/Nominated External Inspection Agency and the date for testing. The goods would be dispat ched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason o f the goods having Previously been inspected, tested and passed by Buyer/ Consignee or its Nominated Ex ternal Inspection Agency prior to the good's shipment. While bidding, the sellers should take into account 7 days FOR INSPECTION from the date of email offering the goods for inspection. Any delay in inspection b eyond 7 days shall be on the part of the buyer and shall be regularized without Liquidated Damages. Inspe ction 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 du ring pre-dispatch inspection: As per detailed parameters of QRs/ Specification confirm to Cotton Terry To wel (Towel Hand) As per QR's Specification approved by MHA vide their lett er no. U-II-25/2011-12-Prov(CoBRA) Dated 11/02/2013 INSPECTION AGENCY: Th e inspection agency will conduct the inspection and submit the certificate to the supplier as well as the buy ers and all consignees. The bidder will be solely responsible for quality assurance of stores including pre-di spatch inspection/ testing at manufacturer's site by NITRA or Textiles committee.
- 2. As per Rule 175 of GFR 2017 any omission, suppression and non disclosure of the information by the bid der may lead to rejection of the bid. And as per the clause 5.1.4(IX) of the Manual for Procurement of Goods, 2022 & 2024, a bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified.
- 3. As per Guidelines for procurement through GeM vide letter no-U-II-98 (GeM Instruction)/2019-20 -Prov-1 4 dated 04/06/2019 in para 3 (H), the lab test report, should not be older than 5 years from date of publishing of bid.
- 4. Testing of Sample: The testing of advance sample from NABL Accredited Lab may be done. However, Pr e-Dispatch Inspection will be carried by NITRA or Textiles Committees . The testing charges are to be born e by sellers.
- 5. Warranty period of minimum 01 year should be applicable as per GTC of GeM. OEM Warranty certificate must be submitted by successful bidder at the time of delivery of Goods.
- 6. Bidders are required to submit a notarized affidavit on Rs 100/- stamp paper that the firm/vendor has n ever submitted fake/forged document in Govt. department in the last three years. This Certificate should be provided after publication of bid.
- 7. As per para-7 off the General Terms and Conditions on GeM 4.0 (Version 1.10) dated 2nd May 2023, Perf ormance Security must be submitted by the vendor to the Buyer within 15 days of the award of contract on the GeM. Delay in submission of performance security, may be treated as breach of contract and the procuring entity will be free to take ex-parte decision on the matter. No interest shall be payable on performance security or ePBG on any amount payable by the seller to the buyer.
- 8. No advance payment of any type shall be made by the procuring entity to the contractor.
- 10. Pre-dispatch inspection shall be carried by the seller in a one lot. Partial pre-dispatched inspection will not be accepted.
- 11. **Brand of Product**: Vendors must participate for Registered Brand on GeM. 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.
- 12. Participating vendors should also submit certificate along with bid documents that the vendor has acce

pted all the terms and condition mentioned in the instant bid including the terms & condition mentioned in ATC.

- 13. **UNDERTAKING CERTIFICATE FOR CARTEL FORMATION**: The bidder is required to submit an und ertaking certificate during submission of bid that he is not a part of or not involved in cartel formation with other vendors and bidders for the supply of the goods bid for. He should also submit an undertaking certifi cate that he was not barred or blacklisted in the last two years. If any bidder/vendor does not submit the a bove undertaking certificate or conceals the above information, his bid will be rejected and steps will be ta ken for his blacklisting or debarment.
- 14. Liquidated Damages will be applicable as per Rule of Manual for Procurement of Goods-2024.
- 15. The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are to found be substandard, inferior and not meeting the QRs or any term or condition of the contract being brea ched.
- 16. All queries will be entertained through GeM portal window only. Other offline or online inquiries through h phone or any other media will not be entertained.
- 17. **Fall Clause**: The following fall clause will from 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 perso ns/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 d uring the period till performance of all supply orders placed during the currency of the contract is complete d.
- b) If, at any time, during the said period the seller reduces the sale price, sells or offers to sell such stores t o any person/organization, including the buyer or any department of central Government or any Departme nt 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, he shall forthwith notify such reduction or sale or order of sale to the CoBRA HQ and the price payable under the contract for the stores of such re duction of sale offer of the sale shall stand correspondingly reduced. The above stipulation will, however, n ot 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 b y the authority concerned.
- c) The seller shall furnish the following certificate to the paying Authority along with each bill for payment f or supplies made against the Contract- "We certify that there has been no reduction in sale price of the st ores of description identical to the stores supplied to the CoBRA HQ under the contract herein and such sto res have not been offered/sold by me/us to any person/organization including the purchaser or any depart ment of Central Government or any Department of a state Government or any Statutory Undertaking of th e Central or state Government as the case may be upto the date of bill/the date of completion of supplies a gainst all supply orders placed during the currency of the contract at price lower than the price charged to the CoBRA HO.
- 18. Prospective bidder (MSE/OEM) may submit the Bid Security Declaration in prescribed form at instead of EMD.
- 19. Vendor shall supply the bided stores made of new materials. They will not use old or used or old recycl ed material in the manufacturer of bided item..
- 20. Any amendment on the tender documents after opening the bid will not be consider at any cost.

10. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

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अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिंड 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---