

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-05-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-05-2026 10:30:00
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	Border Security Force (bsf)
कार्यालय का नाम/Office Name	98 Bn Bsf Raninagar
वस्तु श्रेणी /Item Category	Goods Transport Service – Per KM Based Service - Household/Office; Closed Body LCV Truck; 19 FT LCV
अनुबंध अवधि /Contract Period	6 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	5 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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 स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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
अनुमानित बिड मूल्य / Estimated Bid Value	1000000
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	20000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	8

(a). जेम की शर्तों के अनुसार 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 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.

**लाभार्थी /Beneficiary :**

Commandant

98 BN BSF Raninagar, PO- Patkata, Dist- Jalpaiguri, West Bengal- 735133

(Commandant 98 Bn Bsf)

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	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 को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

10. 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

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

#### Goods Transport Service - Per KM Based Service - Household/Office; Closed Body LCV Truck; 19 FT LCV ( 36 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Nature of Goods	Household/Office
Type of Truck	Closed Body LCV Truck
Size / Weight of vehicle	19 FT LCV
Type of Travel	Outside city within state

विवरण/ Specification	मूल्य/ Values
Km Range	330
Area of Operation	Hilly Area
<b>एडऑन /Addon(s)</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	Yes
Transit Insurance	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Type Of Trip (One-Way/Return)	One-Way

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	N Gojen Singh	735133,C/O COMMANDANT 98 BATTALION BORDER SECURITY FORCE ADMINISTRATIVE BLOCK RANINAGAR PO.-PATKATA DISTT-JALPAIGURI STATE-WEST BENGAL PIN-735133	36	<ul style="list-style-type: none"> <li>Approx. KM for Tracking during contract period : 330</li> </ul>

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

**1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1. Generic**

**OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

ation.

## **2. Generic**

**I. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.**

**II. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.**

**III. The Seller shall, notwithstanding the consent and assignment/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 Seller's obligations there under.**

## **3. 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.**

## **4. Service & Support**

**AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

## **5. Service & Support**

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

## **6. Service & Support**

**Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.**

## **7. Purchase Preference (Centre)**

**Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.**

## **8. Purchase Preference (Centre)**

**Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to**

Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. 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. Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### **10. Liquidated Damage (LD) charges:-**

In case the firm does not complete the service within the laid down agreed delivery period as per contract action will be taken against the firm as per clause 9.7.9, 9.7.10 & 9.7.11 of Manual for procurement of Goods (updated June, 2022).

#### **11. Forms of ePBG:-**

Successful Bidder can submit the Electronic Performance Bank Guarantee in the form of Account Payee Demand Draft also (besides ePBG which is allowed as per GeM GTC). DD should be made in favour of

**Commandant 98 Bn BSF**

**Account No. 30773995683**

**IFSC Code SBIN0061620**

**Bank Name : State Bank of India**

**Branch Address : National Highway, Beside Raninagar BSF Camp, Distt- Jalpaiguri, West Bengal - 735133**

**After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.**

#### **12. Forms of EMD:-**

**Bidders can also submit the EMD with payment online through RTGS/Internet Banking in Beneficiary name:-**

**Commandant 98 Bn BSF**

**Account No. 30773995683**

**IFSC Code SBIN0061620**

**Bank Name : State Bank of India**

**Branch Address : National Highway, Beside Raninagar BSF Camp, Distt- Jalpaiguri, West Bengal - 735133**

**Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanner copy/ proof of the Online Payment Transfer along with bid.**

**13. Buyer Added Bid Specific ATC:-**

**Buyer Added text based ATC clauses**

**GENERIC**

i. Firm shall ensure that the invoice is raised in the name of consignee with GSTIN of Consignee only.

ii. The Indian agent on behalf of Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender (CVC Circular No. 03/01/12 dated 13.01.2012 refers).

**14. All participating firms to submit following self- declaration certificates on firm's letter head:-**

**Bid Securing Declaration:-**

**MSEs/Startup or any other entity exempted for EMD, they shall submit bid securing declaration (in lieu of EMD) along with bid documents failing which their offer shall be rejected during initial stage. The re-seller/ authorized dealers / traders are not exempted for EMD (Bid Security), Turn Over and Experience/past performance.**

**Format as per Appendix-A circulated vide FHQ BSF (Prov Dte: Proc Cell) L/ No. 21 5-50 dated 19 Jan 2022 may be typed which is as under:-**

**Appendix - 'A'**

**Open tender enquiry No. \_\_\_\_\_**

**Dated \_\_\_\_\_**

**BID DECLARATION CERTIFICATE**

**(On Firm's Letter Head)**

**To,**

**The Commandant,**

**98 Bn BSF, Raninagar**

**Jalpaiguri, (WB) Pin- 735133**

**Sir,**

**Tender/ Gem Bid No. \_\_\_\_\_ dated \_\_\_\_\_ we, M/s \_\_\_\_\_ undertake that if we withdraw or modify our bid during the period of validity or we are awarded the contract and we fail to sign the contractor to submit a performance**

security before the deadline defined in bids documents. We will suspended for t he period of 02 years from being eligible to submit bids for contact with procurin g entity i.e. Border Security Force (BSF) Ministry of Home Affairs.

Yours Faithfully

(Signature of the Authority Signatory of Bidder with official seal)

Maximum parameter such Aadhaar Number, GST Registration , ITR etc. sho uld be included/uploaded in bid documents /tender by bidders/Firms

Appendix - B'

Open Tender Enquiry No. \_\_\_\_\_ Dated\_\_

To,

The Commandant, 98 Bn BSF, Raninagar

Jalpaiguri, (WB), Pin- 735133

#### CERTIFICATE

(On Firm's Letter Head)

Sir,

Tender/Gem Bid No. \_\_\_\_\_ dated \_\_\_\_\_ we, M/S \_\_\_\_\_  
\_\_\_\_\_ undertake that if Vehicles/Truck run entire route require d any  
help/defects. The telephone numbers are as under:-

- 1)
- 2)
- 3)

Yours Faithfully

(Signature of the Authority Signatory of Bidder with official seal)

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

Appendix 'C'

Open Tender Enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_

**BIDDER FINANCIAL STANDING UNDER TAKING**

**(On Firm's Letter Head)**

To,

**The Commandant,  
98 Bn BSF, Raninagar  
Jalpaiguri, (WB), Pin- 735133**

Sir,

Tender/Gem Bid No \_\_\_\_\_ dated \_\_\_\_\_  
we, M/s \_\_\_\_\_ do hereby undertake that our firm has not un-  
der liquidation, court receivership or similar proceedings, should not be bankrupt  
t on any account.

**Yours Faithfully**

**(Signature of the Auth. Signatory of Bidder with official seal)**

**Appendix - 'D'**

**Non- Blacklisting Certificate**

Bid No. \_\_\_\_\_ Dated \_\_\_\_\_

We M/s \_\_\_\_\_ do hereby undertake that our firm has not defaulted  
in the supply of any contract issued by any Government Department in last 2 y  
ears in any consignee. If the undertaking found false/manipulative/misleading.  
The firm shall be blacklisted for 02 years from BSF.

**Yours Faithfully**

**(Signature of auth. Signatory of firms with seal)**

**Appendix - 'E'**

**Undertaking for Certificate of Cartel Formation**

Bid No. \_\_\_\_\_ Dated \_\_\_\_\_

We M/s \_\_\_\_\_ hereby, give an undertaking that as a registered  
vendor on the GeM Portal for manufactures/re-seller for supply & work of \_\_\_\_\_  
will not be a part of cartel with other vendors and will be quoting  
competitive rates in the instant GeM bid called by the 98 Bn BSF.

We \_\_\_\_\_ are aware of the fact that the registering authority i.e  
. GeM portal may delist the name of our firm from approved vendors on the GeM  
portal as well as concerned department for two (02) years. If found confirms/ de  
clared about such cartel formation from any of the departments and through do  
cuments.

Name of proprietor:-

Complete address:-

**Yours Faithfully**

**(Signature of auth. Signatory of firms with seal)**

**Appendix - 'F'**

**Local Content Certificate**

**SELF-CERTIFICATE UNDER PREFERENCE TO MAKE IN INDIA AND LOCAL CONTENT**

To,

The Commandant

98 Bn BSF, Raninagar

Jalpaiguri, West Bengal (735133)

In line with Government Public Procurement Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e. \_\_\_\_\_% as defined in above orders for the material against IPR enquiry/ Tender No. \_\_\_\_\_ dated \_\_\_\_\_ details of location at which local value addition will be made as follows:-

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

Yours Faithfully

(Signature with date of auth. Signatory of firms with seal)

**Appendix - 'G'**

**Compliance of GFR 144(xi) Certificate**

Open tender enquiry No. \_\_\_\_\_

Dated \_\_\_\_\_

"We have read the clause regarding restrictions under GFR 144(xi) on procurement from a bidder of a country which shares a land border with India, we certified that M/s \_\_\_\_\_ is not from such a country or, if from such a country, has been registered with the Competent Authority.

We certified that M/s \_\_\_\_\_ fulfils all requirement in this regard and is eligible to be considered for procurement on GeM.

Yours Faithfully

(Signature with date of auth. Signatory of firms with seal)

**Appendix - H**

**CONSIDERATION OF BIDDER/OEM TURNOVER CRITERIA:-**

The minimum average annual financial turnover of the bidder/OEM of the offered product during the last 03 years ending on 31 March of the previous financial year i.e. 2021-22, 2022-23 & 2023-24 will only be considered. In case the date of constitution/ incorporation of the OEM is less than 03 years old, the average turnover in respect of the completed financial year assessment year after the date of constitution shall be taken into account for these criteria.

Lab test report is required to be submitted by the bidder's along with the technical bid documents in a least one of the 03 years before the bids open

ng date duly inspected by any NABL/Central Govt. accredited labs for conformity of all parameters as per specifications of the store mentioned in bid documents.

The bidder participating in the bid to comply instruction circulated vide CVC Circular No. 161730.

Appendix - I

**DECLARATION IN RESPECT OF CONFLICT OF INTEREST**

Bill No. \_\_\_\_\_

dated \_\_\_\_\_

S/No.	Particular	
i	Name of Firm	
ii	Office address Phone No. Fax No. Email ID	
iii	Works address as per vendor registration Fax No. Email ID	
iv	Type of Firm	
v	CIN/LLPIN of Firm	
vi	GST No. of Firm	

vii **Names of all director/LLP Partners/Partners/Proprietors of bidder firm with DIN (if any) and full address (as on the bid submission date)**

S/N	Full Name	DIN	Full Residential Address
i			
ii			
iii			
iv			
v			

**The details of Legal Representative/Agent of the Bidder Firm are as under:-**

<b>Full Name of Legal Representative/ Agent</b>	
<b>Whether employees of Bidder - Firm or Not? ( Yes/No)</b>	
<b>Designation with Seal</b>	
<b>Office Address</b>	
<b>Office Landline Nos</b>	
<b>Mobile No.</b>	
<b>Email ID</b>	
<b>Whether acting as Legal Representative/Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) Firm or Proprietor Firm? If yes, give names.</b>	

**We hereby declare and confirm that no bid has been submitted for the quoted item by any other Private Limited Company or Public Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firms in which any relative of any Direct or Partner or Proprietor of Bidder Firm is a Director, Partner or Proprietor. The word "relative" is defined as under:-**

**The Companies Act, 2013 Sec 2 v(77) "relative", with reference to any person, means anyone who is related to another, if-**

- i. **They are members of a Hindu Undivided Family:**

ii. They are husband or wife: or

ii. A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:-

a) Father-Son/Daughter

b) Mother-Son/Daughter

We further declare that, we have carefully read understood the clause relating to Conflict of interest of Bid No.\_\_\_\_\_. The detailed Clause is as under:-

"A bidder shall not have conflict of interest with other bidder for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted items, if any :

a) They have proprietor/ partner(s) /Director(s) in common; or

b) They receive or have received any direct or indirect subsidy / Financial stake from any of the; or

c) They have the same legal representative/agent for purposes of this bid ; or

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; or

e) Bidder participants 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-assembly/ assemblies from one bidding manufacturer in more than one bid.

f) 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.

g) Bidder shall not act in contravention/ violation to the provision of competition act, as amended from time to time.

We hereby declare and confirm that the above information and particulars are true and correct.

Place :-

For \_\_\_\_\_(Firm Name)

Date

Stamp/Seal of Firm

Signature of Director/Partner/  
Proprietor /Authorized Signatory

Name :

Designation:

Appendix-'J'

**DECLARATION RELATED TO FAKE /FORGED DOCUMENTS AND DEFAULT IN SUPPLY**

Bid No. \_\_\_\_\_

Date \_\_\_\_\_

M/s \_\_\_\_\_ has not submitted any fake/ forged/ edited/ misleading documents and not defaulted in supply of stores in BSF in last two years. If the undertaking is found false, the firm shall be disqualified in the bid and incident will be raised against firm on GeM portal.

Place :-

For \_\_\_\_\_ (Firm Name)

Date

Stamp/Seal of Firm  
Signature of Director/Partner/  
Proprietor/Authorized Signatory

Name :

Designation:

Appendix -K

**ACCEPTANCE OF BID- SPECIFIC ADDITIONAL TERMS & CONDITIONS CERTIFICATE**

This is to certify that we, M/s \_\_\_\_\_, having our registered office at \_\_\_\_\_, hereby accept and agree to comply with all the Specific Additional Terms & Conditions mentioned in the Bid/Tender documents issued by \_\_\_\_\_ for :

Name of Work /Supply/Service \_\_\_\_\_

Bid/ Tender No. \_\_\_\_\_

Date : \_\_\_\_\_

We confirm that :

- i. We have carefully read and fully understood all the Specific additional terms & Conditions related to the above mentioned bid.
- ii. We unconditionally accept all such terms and conditions without any deviation, reservation, or modification.
- iii. We agree that these Specific Additional Terms & Conditions shall form an

integral part of the contract in the event of award of work.

iv. We undertake to abide by the same during the entire period of contract execution.

This certificate is issued as a part of the bid submission and shall be binding upon us.

For M/s \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Designation : \_\_\_\_\_

Signature : \_\_\_\_\_

Seal: \_\_\_\_\_

Date : \_\_\_\_\_

Place: \_\_\_\_\_

**15. BID SPECIFIC TERMS AND CONDITIONS SCHEDULE OF REQUIREMENT:-**

S/N	From	To	Distance (In KM) Approx	Type of vehicle	Nos of vehicle required	Proposed dated Requirement
i	Samba Railway Station	BN HQ Bandipora (J&K)	330 KM Approx.	Heavy Truck (9 Ton) close body LCV, 19 ft	36 Nos	As per the tentative movement date 06.08.2026 to 08.08.2026. Hence, requirement of vehicle will be intimated for loading purpose at consignee location after placing of supply order

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

17. Maximum parameters such as Aadhaar Number, GST Registration Certificate, ITR and Pan Card etc. should be included/ uploaded in bid documents/tender by bidders/Firms.

18. Total 36 Nos close body LCV truck 19 FT LCV (9 Ton capacity) along with 2 drivers with each Truck.

19. Bidders have to provide the Trucks at Railway Station Samba (J&K) on placing the supply order.

20. Rate quoted will be inclusive of all charges like road tax, toll tax, etc.

21. Replacement of trucks to be provided by successful bidder, in case mechanical failure/any other failure en-route in trucks at no extra cost. Loading unloading of vehicle on that case will be borne by the bidder.

22. Shifting of Govt. Stores from Railway Station Samba (J&K) to BN HQ

**Bandipora (J&K) and date of movement of vehicle may change as per instructions of higher headquarters, if any.**

**23. After award of the contract, the successful bidder (L1-) may be cancelled if any instructions of Higher Headquarters are received in this regard.**

**24. Age of drivers should not be less than 18 years.**

**25. Both the drivers must have valid driving license.**

**26. All vehicles should be in good condition with valid RC, Pollution certificate, Permit checked certificate and insurance etc. the vehicle should not be older than 10 years and fitness certificate of vehicle should be valid till complete execution of the contract.**

**27. Trucks may be halted for 2 to 3 days in Samba railway station or nearby BSF location for want of Road Opening Party being militancy Prone hill area in J&K reason without any additional charges.**

**28. Penalty for non-providing replacement of defective vehicle within the 02 Hrs @ 0.5% of the fare of the vehicles for additional hours there after expiry of allotted time will be recovered from the successful bidders/transporter agency. Delay in placing of vehicles at boarding station will be liable to imposing Liquidated Damage (LD) @0.5%.**

**29. Warranty to be effected that they will make available required number of vehicles of the fixed premises will be the responsibility of the transporter only.**

**30. The repair and maintenance cost shall be borne by the Truck owner at his own cost.**

**31. The approved bidder/transport agency will have to ready to provide Truck as per Bid specification of approved rates basis of schedule date and time.**

**32. In case of damage/defect in the Truck, the successful bidder/transport agency shall make alternative arrangement within one/two hours and unloading and loading carried out by bidder without any cost.**

**33. The successful bidder/transport agency shall submit nominal roll of drivers with mobile number and valid copy of driving license and photo ID proof of drivers along with police Verification of Character Antecedent on or before 06.08.2026. The details of movement must not be shared, secrecy is mandatory.**

**34. BSF will not be responsible for any incident/accident. No claim of any damage of men and material due to any mishap/accident.**

**35. The manpower deployed should maintain polite & courteous behavior towards the buyer. Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours use of abusive language, theft, shall attract penalties.**

**36. The permission for halting of vehicles will be accorded by the BSF Convoy Comdr. The drivers and Co- Drivers will be under the command and control of the convoy Comdr and should not leave Vehicle without prior permission.**

**37. Shifting of Govt. Stores from one vehicle to another vehicle shall not be permitted en-route.**

**38. The Commandant, 98 Bn BSF reserve the right to reduce or enhance the number of vehicles without assigning any reasons before finally placing the demand of vehicles.**

**39. The rate once quoted by the firm and accepted by the Competent BSF**

authority will not be changed irrespective of hike in petrol or diesel prices or any other eventuality.

40. Any change in the date and time of move will be notified earlier but no -compensation shall be claimed by the driver/transporter agency for the same.

41. All the accessories such as good quality water proof tarpaulin and ropes etc., are required for safe carrying of stores by the vehicles are to be arranged/provided by the bidders.

42. At least one mechanic from the transporter side shall also be provided for convoy with minimum running spares & tool kit with each vehicle.

43. Trucks will report 01 day prior to the day of the movement to load of Govt. Stores.

44. Bidder has to submit an undertaking that their firm has never submitted any fake/forged/ edited/misleading documents in any of the Govt. Deptt in the last 3 years and their documents have never been found fake/ forged / edited/ misleading by any Govt. department in the last 3 years.

45. Re-sellers and authorized dealers or any other entity applicable for EMD and will submit EMD instead of Bid securing declaration if EMD is not submitted the firm will be disqualified at the initial stage itself.

46. Assigned route will be utilized during movement of main body of Unit.

47. No extra cost for halting will be paid.

48. The Bidder should be registered with state Govt. or any Govt. Departments. The relevant certificate to be uploaded.

49. Payment to be made to L-1 firm as per actual distance covered by Truck verified by consignee.

50. Firm should submit ISO (International Organization for Standardization) certificates as per requirement of specification.

51. Re-Seller firm, scanned copy of bank guarantee (EMD) shall be uploaded by the seller in the online bid and hard copy of the same will have to be submitted directly to buyer within five days of bid opening. Hence, hard copy is required failing which their offers shall be rejected at initial stage.

52. First Aid box to be provided to each vehicle by the bidder.

53. The vehicles once placed at boarding station will be surveyed for their mechanical condition and safety equipment and also drivers will be checked to terms & condition as enumerated. Those vehicle and drivers who don't meet the given terms and condition will be rejected.

54. The date indicated in the bid is tentative and liable to postpone owing to unavoidable circumstances.

55. No interest will be paid by BSF on security deposits.

56. The bidder will provide certificate/ declaration of financial capacity /Annual Turnover & Net worth of their firms. Average annual Turn Over requirement should not be less than to 50% of estimated bid value/contract value .

57. All the firms to submit declaration of Code of integrity and having of Conflict of Interest as per General Financial Rules.

58. 5 digit NIC (National Industrial Classification) code for hiring of Truck is 49231.

59. The lodging and fooding cost of vehicle staff shall be borne by the ve

hicle owner/bidder at his own cost.

**60. Risk Purchase Clause:-**

- I. In the event of failure of transporter/dealer to provide the required service within the stipulated dates/period of the supply order/AT or in the event of breach of any of the terms and conditions of the AT, the user will have the right to hire the subject service elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier.
- II. In the event of contract being cancelled for any breach committed and the hiring effecting rehiring of the vehicles at the risk and cost of contractor/transporter /dealer, the user is not bound to accept the lower offer of Benami or allied sister concern of the contractor.

**61. Force Majeure Condition:-**

i. If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the user shall be at liberty to take over from the service provider at a price to be fixed by user, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the service provider at the time of such termination or such portion thereof as the user may deem fit excepting such materials, bought out components and Goods as the service provider may with the concurrence of the user elect to retain.

**62. Arbitration:-**

The latest General Terms and Conditions on GeM 4.0 (Version 1.7) clause No.16.2 (Arbitration) is as under:-

(i) In the event of any conflict/dispute arising out of or in connection with Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other party. The procedure for appointment of the Arbitral Tribunal shall be as follows.

(ii) In cases where the total value of the Contract is less than INR 1,00,00,000/- (Indian Rupees one Crore only) the same shall be referred to a sole arbitrator or mutually appointed by both the Parties.

(iii) Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees one Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e. the Presiding Arbitrator.

(iv) In case of failure to appoint the President Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principle place of business of the Buyer department/ organization is located) to appoint the President Arbitrator as per the provisions of the Arbitration and Conciliation Act 1996 (as amended up to date).

(v) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal

(vi) The cost of the Arbitration shall be equally borne by both the Parties.

(vii) The award of the Arbitration shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principal place of business of the Buyer department/organization is located.

(viii) The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction the principal place of business of the Buyer department/organization is located.

### **63. CERTIFICATE:-**

(i) Participated firms should also submit certificate (a/w bid docs) in their letter pad that "Firm has accepted all terms and conditions mentioned in the instant bid".

(ii) If any doubt on the service provider/firms submitted relevant documents i.e. turnover, experience supply orders and other bid documents are liable to be verified by the BOOs or competent authority. If found incorrect / fake, the bidder shall be blacklisted for 01 year.

(iii) All participated firms should submit complete Udhyam registration certificate with all Annexure.

(iv) Bidder has to submit an undertaking that their firm has never submitted any fake/forged /edited misleading documents in any of the government department in the last 02 years, and their documents have never been found fake/forged/edited/ misleading by any government department in the last 02 years. If the undertaking is found false/ manipulative/ misleading, the firm shall be blacklisted for 02 years from BSF.

(v) Bidder has to give an undertaking on letter head that their firm has not defaulted in the supply of any contract issued by any government Department in last 2 year in any consignee. If the undertaking found false/manipulative/misleading, the firm shall be blacklisted for 02 year from BSF.

(vi) Participated firms should submit a self-declaration that the bidder is not under watch list/banned/ suspended/blacklisted by any Govt. Department.

(vii) 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.

**64 CONSIDERATION OF BIDDER/OEM TURN OVER CRITERIA:-**i. The Minimum average annual financial Turnover of the bidder/OEM of the offered product during the last 03 years ending on 31st March i.e. 2022-23, 2023-24 & 2024-25 will only be considered. In case the date of constitution/incorporation of the OEM is less than 03 years old, the average turnover in respect of the compelled financial assessment year after the date of constitution shall be taken into account for these criteria. If the firm do not update the turnover details on the GeM portal duly verified from ITR from last three assessment financial years the offer shall be rejected.

### **65. BIDDER FINANCIAL STANDING:-**

I. The bidder should not under liquidation court receivership or similar proceeding, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### **66. DISCLAIMERS AND RIGHTS OF PROCURING ENTITY:-**

**I. The issue of the bid documents does not imply that the procuring entity is bound to select BIDs and it reserves the right without assigning any reason to:-**

- a) Reject any or all of the bids; OR**
- b) Cancel the tender process : OR**
- c) Abandon the procurement of the Goods: OR**
- d) Issue another tender for identical or Similar Goods**
- e) Reserve the right to accept or reject bids with any all deviations.**

**67. CVC GUIDELIENS:-**

- I. The Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same items/product in the same tender (CVC Circular No. 03/01/12 dated 13.01.2012 refers)**

**68. DISPUTE RESOLUTION BETWEEN THE BUYER AND THE SELLER/ SERVICE PROVIDER:-**

**I. Dispute resolution between the buyer and the seller/ service provider 16.1 Conciliation.**

**II. The Parties (i.e., the Buyer and the Seller/ Service Provider) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.**

**iii. In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 15 (Fifteen) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User. If the Dispute Resolution Committee is not able to resolve the matter within 15 (Fifteen) days of its formation, the dispute shall then be referred to Arbitration.**

**2. 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 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.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---**