

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-05-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Border Security Force (bsf)
Office Name/कार्यालय का नाम	Force Head Quarter Bsf New Delhi
क्रेता ईमेल/Buyer Email	comdtproc@bsf.nic.in
Total Quantity/कुल मात्रा	32
Item Category/मद केटेगरी	90 HP (4 Stroke) Out Board Motors (OBMs) as per MHA QRs/TDs
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	90 HP (4 Stroke) Out Board Motors (OBMs) as per MHA approved QRs/TDs
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Firefighting Boat - UP PAC
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	100 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes

Bid Details/बिड विवरण	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	20 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	861009

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।

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

Beneficiary/लाभार्थी :

DDO FHQ

Room No-704, Prov Dte (Proc-Cell), 7th Floor, BSF HQ, CGO Complex, Lodhi Road New Delhi-110003.

(Ddo Fhq Bsf New Delhi)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	Sh Maheshwar Rai
Designation of Competent Authority	Second-In-Command(Proc), PM (Division) MHA
Office / Department / Division of Competent Authority	Ministry of Home Affairs
CA Approval Number	D/21013/30/3492/27.05.2022/PW-I
Competent Authority Approval Date	07-12-2022
Brief Description of the Approval Granted by Competent Authority	The approval of competent financial authority for exemption from Make in India preference order-2017, subsequent to revision of order dated 16.09.2020 issued by Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) for procurement of 70, 90 HP (4 Stroke) Out Board Motors (OBMs).

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be

exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. 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 for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) 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. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public 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.

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

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation

conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

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

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

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

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

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

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

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

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

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

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
13-05-2025 13:00:00	BWWA Hall, Ground Floor, BSF HQ, CGO Complex Lodhi Road, New Delhi-110003.

90 HP (4 Stroke) Out Board Motors (OBMs) As Per MHA QRs/TDs (32 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Jagdev Singh	700161,FTR HQ BSF, ACTION AREA II/E, NEW TOWN, RAJARHAT, NEAR SACHI SIGNAL, KOLKATA, WEST BENGAL	18	120
2	Satpal Singh	144006,BSF HQ JALANDHAR CANTT, PUNJAB,	6	120
3	Demkhohao Thomsong	382045,FTR HQ BSF GUJRAT, PO - BSF CAMP CHILODA ROAD, GANDHINAGAR	8	120

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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

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

4. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained

mismatch of technical parameters, the bid is liable for rejection.

5. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

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. **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.

8. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

9. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

10. **Service & Support**

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

11. **Service & Support**

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

12. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

M/s xxx

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

13. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

M/s xxx

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

14. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

15. Warranty

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

16. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

17. Turnover

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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

18. Scope of Supply

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

19. Certificates

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

20. 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.

21. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**ADDITIONAL TERMS & CONDITIONS FOR PROCUREMENT OF 90 HP
(4 STROKE) OUT BOARD MOTORS (OBMs), QTY-32 NOS**

1. Earnest Money Deposit (EMD):-

- (a) As per General Terms & Conditions, EMD is required to be submitted by the bidder. However, in case, the bidder is MSE/Start-up (Manufacturers of Tendered item) or any exempted entity, they will submit Bid Securing Declaration on company/firm letterhead along with Technical Bid in the proforma as per Appendix-'A'.
 - (b) Traders/Authorized dealer/re-sellers is not exempted for EMD.
 - (c) In case Bid Security Declaration (BSD)/Scanned copy of EMD is not submitted, Bid shall be rejected/disqualified during initial scrutiny.
 - (d) EMD will be submitted in favour of DDO FHQ BSF New Delhi payable as under:-
Bank- State Bank of India
Branch- CGO Complex Branch
IFSC – SBIN0007837
 - (e) In case EMD is submitted in the shape of e-Bank Guarantee, the copy of the same should also be submitted along with Technical Bid.
 - (f) Bidders participating as Joint Venture firms are not exempted from submission of EMD as per Question No-47 of FAQ issued by GOI, Office of Development Commissioner Micro, Small & Medium Enterprises) vide their OM dated 25/03/2022.
2. **Liquidated Damages :-** If the bidder fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period (s) 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 % of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceed 10% of the contract value of delayed quantity without any controversy/ dispute of any sort whatsoever.
 3. **Arbitration :-** As per General Terms & conditions of GeM.
 4. **Risk Purchase Clause:** - In the event of failure of seller to deliver or dispatch the stores within the stipulated dates/period of the supply order /AT, or the event of breach of any of the terms and conditions of the AT, the buyer will have the right to purchase the subject store elsewhere at the risk and cost of defaulting seller after giving a notice. The cost as per Risk Purchase exercise may be recovered from the bills pending with the buyer even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/ Ministry. In the event of contract being cancelled for any breach committed and the purchase effecting repurchase of the subject store at the risk and cost of seller, the buyer is not bound to accept the lower offer of Benami or allied sister concern of the seller.
 -
 5. All Queries related to the Tender will be submitted on GeM Portal only.
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 6. Bidder will upload a self-certificate stating that his **firm has not been blacklisted** by any government/ PSU agencies in recent past and not under liquidation/ court receivership/ similar proceeding.
 7. **Right to Rejection:** 90 HP (4 STROKE) out Board Motors (OBMs), QTY-32 NOS will be accepted after inspection and only if they are found up to the standard specification. The decision of the BSF shall be final as to the quality of the stores and shall be binding upon the seller and in case of any of the stores supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the seller should be borne by the seller and ensured by the seller that stores supplied should be best in quality and free from all defects. The acceptance of stores will be made only when the stores are inspected and found up to the standard specifications and free from all defects. The seller from the consignee's premises must remove the rejected stores within 15 days from the date of the intimation about rejection at the risk and cost of the seller. The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss,

shortage, damage that may occur to it while it is in the premises of the consignee.

8. **FORCE MAJEURE CLAUSE (FMC):** A Force Majeure (FM) means extraordinary events or circumstances 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). An FM 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 suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
9. **Bidder Turn Over Criteria:** - 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 for the year 2022-23, 2023-24 and 2024-25. 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 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.
10. Bidder participating as authorized dealer will not be given exemption in annual turnover & experience criteria. Bidders participating as authorized dealer will upload authorization letter/ certificate issued by OEM in favour of them.
11. 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 as per Appendix-B'.
-
12. **Participation by Principal/OEM or Indian Agents:** E- Bids will be evaluated on the basis of CVC guidelines issued vide Circular No. 03/01/12 (12.02.2006 CTE/ SPL(1)-2/161730 dated 3.01.2012.
 - a) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same/product in the same tender.
 - b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
13. **Land Border :-** As per Public Procurement OM No.6/18/2019-PPD dated 23 July 2020, any bidder from a country which shares a land border with India will be eligible to bid any procurement whether of goods, service (including consultancy services and non-consultancy service) or works only if the bidder is registered with the Competent Authority specified in Annexure-I. Bidder is required to upload a certificate in this regard as per **Appendix-'C'**.
14. **Joint Receipt Inspection (JRI):** Joint Receipt Inspection (JRI) of OBM after supply will be conducted by a BSF Board of officers at consignee's location before final acceptance by the BSF Board of Officers along with a representative of the supplying firm. If any 90 HP (4 STROKE) out Board Motors (OBMs), QTY-32 NOS with accessories is rejected in final inspection as not conforming to Tender Specifications, the same must be replaced within scheduled Delivery Period before final acceptance. The Consignee's right of rejection in this regard will be final and absolute.
15. Firm should be original manufacturer or authorized dealer/distributor of renowned manufacturer of 90 HP 4 Stroke Out Board Motors (OBMs).
16. The Firms concerned should have demonstrated track record of supplying out Board Motors and accessories and have supplied similar Out Board Motors in last three years of Govt./Other agencies.

17. The firm should have own authorized service workshops of 90 HP (4 Stroke) Out Board Motors (OBMs) of respective make in India.
18. The Certificate of OEM to this effect be submitted along with tender/Bid.
19. The Firm should provide the list of machineries /tools/ special equipment holding for service back up to the OBMs and also provide the list of authorized/trained Service Engineers employed in the firm for providing service backup during Guarantee/Warranty period and other service requirements of the purchaser.
20. One set of owner/user manual & service manual of the Out Board Motors having details of operation, schedule of maintenance and technical data to be provided by the bidder at the time of delivery along with each OBM and one set at the time of submitting tender/bid for technical evaluation. Firm will also provide one part catalogue of concerned OBM with full details of part at the time of delivery with each OBM.
21. The product support certificate for 10 years in India for spares and service from OEM of the respective machinery proposed by the vendor be placed in the bid. If OBM become obsolete, the notice may be given at least 3 years in advance.
22. **Tender sample :-** 01 (One) number Tender Sample of OBM is required to be deposited on hearing from the purchaser at **OC Water Wing, BSF, Bhuj, Koteswar, Post- Narayan Sarovar, Distt- Kutch (Gujarat), Pin-370601 to carry out water trial.**
23. All tests, trial and evaluation will be carried out to the entire satisfaction of the purchaser at respective locations.
24. The firm will provide 02 years Guarantee or Warranty for the OBMs, which will be comprehensive i.e. inclusive of all consumable items/spare parts (except fuel). The firm will provide free service and periodical maintenance once in 3 months or as specified by OEM during its warranty period at their own cost. Terms & condition for free service during Warranty/Guarantee period will be as under:-
 - (a) Response time after information will be 07 days.
 - (b) Maximum time for repair/replacement will be 15 days.
 - (c) Penalty for non-repair /replacement beyond the permissible time will be @ 0.5% of the cost of OBM per week or part thereof.
25. Delivery Period: - The items (Out Board Motors) be made available to the Consignee Location within 120 days from the date of issue of AT.
26. The accessories mentioned in the QRs is required for fitment of OBM in the single and twin engine speed boat only.
27. All steering system cable and throttle & shift cable along with OBM, OBS & BDS should be as per QRs/TDs for 90 HP (4 Stroke) OBM.
28. HSN code for this store is **84072100** with GST rate 5%.

29. IAC valve to be included in OBS/BDS instead of Air Filter.

30. **DETAILS OF CONSIGNEE ARE AS UNDER:-**

S/No.	Name & address of the consignee	Delivery place of consignee	Type of OBM	Qty
1.	IG BSF, Ftr HQ SB, Plot No-IIIE (I), Action area-II, New Town, Kolkata-700161.	OC(Water Wing) BSF Rajarhat, P O-Hasnabad, Distt-24 Paragana (N), West Bengal -743426. NRS- Hasnabad	90 HP (4 Stroke) OBM	18
2.	IG BSF, Ftr HQ Gujarat, Chiloda Road, Gandhinagar (Gujarat).	OC (Water Wing) Bhuj, Koteswar, PO-Narayan Sarovar, Distt-Kutch (Gujarat)-370601. NRS- Bhuj	90 HP (4 Stroke) OBM	08
03.	IG BSF, Ftr HQ BSF Punjab BSF Campus Jalandhar Cantt (Punjab), PIN-144006	OC (Water Wing) BSF PO-Madhopur Distt-Pathankot Punjab-145024	90 HP (4 Stroke) OBM	06
TOTAL				32
90 HP (4 Stroke) OBM-32 Nos				

31. **Payment:-** 100% payment will be made after receipt of stores in satisfactorily condition at consignee location after completion of successful JRI/survey of stores.

32. The stores are to be dispatched by AIR/Road on freight prepaid and duly insured at Consignee locations.

33. **Pre-Bid Meeting:-**

i) All potential bidders should try to attend the Pre-Bid meeting scheduled on 13/05/2025 at 13 00 Hrs. In case any potential bidder is unable to attend the Pre-Bid meeting, he can send his queries on GeM Portal only before the Pre-Bid meeting date so that the queries can be discussed during the Pre-Bid meeting itself.

ii) If any supplementary query arises after the Pre-Bid meeting, then the said bidder must send his **query on GeM Portal** so that the buyer is able to formulate reply/clarification of such query well in time before the Bid opening date.

iii) **"Query Submission End Date "**:-The queries from bidders will be allowed only on GeM Portal and only till **13/05/2025, thereafter no query will be entertained.**

iv) All queries will be entertained through GeM Portal window only. Other offline or online enquiries through phone or any other medium will not be entertained.

34. Conflict of Interest: - The firm shall submit the declaration as per Appendix "D" along with the bid documents failing which their bid shall be rejected.

35. Check list as per Annexure -A is to be submitted.

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Appendix - "A"

Open Tender Enquiry No.....

Dated

BID SECURING DECLARATION CERTIFICATE

(On Firm's letter head)

To

Director General, Border Security Force
Procurement Cell, Provisioning Directorate
10th Block, CGO Complex, Lodhi Road,
New Delhi - 110 003

Sir,

Tender/GeM.Bid No. _____

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 contract, or to submit a performance security before the deadline defined in bids documents, we will be suspended for the period of **02 years** from being eligible to submit bids for contract with procuring entity i.e. **Border Security Force (BSF), Ministry of Home Affairs.**

Yours Faithfully

(Signature of the Authorized Signatory of Bidder, with Official seal)

CERTIFICATE INDICATING PERCENTAGE OF LOCAL CONTENT REQUIREMENT FOR CLASS-1 LOCAL SUPPLIER AND CLASS-II LOCAL SUPPLIER.

(On OEM's letter head)

Tender No. _____ date _____ for supply of _____

S/No	Details	
(i)	Type of Supplier (Class-1 local supplier or Class -II Local supplier)	
(ii)	Percentage of local content	
(iii)	Self-Certification less than Rs. 10 Crore. Above Rs. 10 Crore, enclose a certificate from the Statutory auditor or cost Auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies)	
(iv)	Location(s) at which the local value addition is carried out	
(v)	Debarment for violation of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) order dated 04/06/2020.	

Signature of Bidder:- _____

Name in block letters: _____

Name of Bidder: _____

Full address: _____

(To be in the Company letter head)

Certificate regarding compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division Order No. F. No. 6/18/2019-PPD dated 23.07.2020.

I certify that(Name of the firm) is not covered by the definition of the bidder as mentioned in **Annexure-III of MoF order No 6/18/2019-PPD dated 23.07.2020** and is thus not required to be registered with the Competent Authority for this purpose.

OR

I certify that (Name of the firm) comes within the ambit of clauses mentioned in **Annexure-III of MoF order No 6/18/2019-PPD dated 23.07.2020** and for this purpose, it is registered with the Competent Authority. Valid registration certificate no.....dated.....issued by..... is enclosed.

(Strike off the portion not applicable)

Signature of Bidder:-_____

Name in block letters: _____

Name of firm: _____

Full address: _____

Appendix-D'

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

01	Name of firm	Office address of firm, Phone No., Fax No & Email ID	Firms works Address as per Vendor Registration , Phone No Fax No Email ID	Type of Firm (Sole Proprietorship/ Partnership / Limited Liability Partnership/ Private Limited Company/ Public Limited Company)	CIN/LLPIN of firm	GST Registration No of the firm
	(1)	(2)	(3)	(4)	(5)	(6)
02	Name of all Owner (s) /Director (s) of firm	Father's / Husband's name of all Owners / Director(s)	DIN	Full residential Address	Aadhar Card of owner / Director(s) of firm be attached	Udyam Registration Certificate No., attach a copy
	(1)	(2)	(3)	(4)	(5)	(6)

03. WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted for the quoted item by any other Private Limited or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm in which any relative of any Director or Partner or Proprietor of Bidder Firm is Director , Partner or Proprietor. The work "relative" is defined as under:-

The companies Act, 2013 Sec 2(77) "relative" & "MOF Manual for Procurement of Goods (Para 5.1.4) with reference to any person, means anyone who is related to another, if :-

- (i) they are member of a Hindu Undivided Family"
- (ii) they are husband and wife " or
- (iii) One person is related to the other in such manner as prescribed below:-
 - (a) Mother including step-mother
 - (b) Son including step-father
 - (c) Son's wife
 - (d) Daughter
 - (e) Daughter' Husband
 - (f) Brother including step-brother
 - (g) Sister including step-sister

04. WE FURTHER DECLARE THAT we have carefully read and understood the clause relating to "Conflict of Interest" of Tender No._____.

05. We hereby certify that our firm M/s _____ (firm name) _____ do not have any Conflict of Interest with other bidders for particular quoted item viz _____ (Item name) We hereby declare and confirm that the above information and particulars are true and correct.

For _____ (firm name)

Place :
Date :

Signature of Director / Partner / Proprietor / Authorized Signatory

Name : _____
Designation _____
(With official Stamp)

Annexure-A

CHECK LIST FOR BIDDERS

S.No	Requirements to be checked before submission of the Bid.	<u>Complied</u> (Please indicate YES or NO)	Indicate Page No.
1.	Whether the bidder is either: (i) Original Equipment Manufacturer (ii) Authorized Dealer/Re-seller etc. (iii) If authorized Dealer/Re-seller then authorization certificate issued by OEM be submitted. (iv) Original Equipment Manufacturer is supposed to submit their self-declaration certificate regarding OEM.		
2.	Minimum Average Turnover of the Bidder (Last 3 years i.e 2022-23, 2023-24 & 2024-25)		
3.	Minimum Average Turnover of the OEM (Last 3 years i.e 2022-23, 2023-24 & 2024-25)		
4.	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.		
5.	Bidder/OEM must have Dedicated/toll free Telephone No. for Service Support.		
6.	Minimum local contents required for Make In India order 2017 compliance as per clause of bid. In this regard Certificate of local contents must be enclosed as per Appendix-'B'		
7.	Warranty terms as per bid accepted as mentioned at Srl No-24 of ATC of bid.		
8.	Acceptance of Option Clause as mentioned at Srl No.1 at P/No-6 of Bid.		
9.	Bidder financial standing per mentioned at Srl No. 2 at page No.6 of Custom-Bid.		
10.	Acceptance of CVC guidelines as mentioned at Srl No. 12 of ATC.		
11.	Data Sheet of the products(s) offered in the bid as mentioned at Srl No. 4 at P/No.6 of Bid.		
12.	Escalation Matrix For Service Support as mentioned at Srl No. 11 at P/No. 7 of Bid.		
13.	Acceptance of JRI as mentioned at Srl No. 14 of ATC		
14.	Bidder will upload a self-certificate stating that his firm has not been blacklisted as mentioned at Srl No. 6 of ATC.		
15.	Acceptance regarding Payment terms as mentioned at Srl No .31 of Buyer Added Bid Specific ATC		
16.	Acceptance regarding Delivery terms as mentioned at Srl No. 25 of Buyer Added Bid Specific ATC.		

17.	Acceptance of all Addl Terms & Conditions of bid by bidders.		
18.	Acceptance of Consignee locations as mentioned at Srl No. 30 of ATC		

19.	Land Border: The firm to submit the certification regarding compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division O/No. 6/18/2019-PPD dated 23.07.2020 as per Appendix – “C”		
20.	Conflict of Interest: The firm to submit the declaration as per Appendix- “D”		
21.	Name and complete address for correspondence with E-mail & contract number		

Note: All columns must be filled & paging be done in chronological order in respect of the above checklist.

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to

exemption provided to such sellers under GeM GTC.

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

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---