

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-05-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-05-2025 11:30:00
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	Ftr Hq Bsf Jodhpur
क्रेता ईमेल/Buyer Email	dccomnraj@bsf.nic.in
Total Quantity/कुल मात्रा	163
Item Category/मद केटेगरी	Scanner (V2) (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	24 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	192 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	50 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Post Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers
<b>Auto CRAC Days</b>	60
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	4800000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	144000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).

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(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। 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।

(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 :**

INSPECTOR GENERAL

FTR HQ BSF RAJASTHAN, MANDORE ROAD, JODHPUR, RAJASTHAN - 342026

(Inspector General)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be 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 {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 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. Preference to Make In India products (For bids < 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. 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. However, eligible micro and small enterprises will be allowed to participate .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.

7. 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.

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 Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

#### **10. 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.

11. 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

## Scanner (V2) ( 163 pieces )

**(Minimum 50% and 0% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Bis Required	Yes
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### Technical Specifications/तकनीकी विशिष्टियाँ

\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Scanner Type	Sheet Fed
	Scanning Technology	CIS
	Document Size	A4
	Optical Resolution (Dpi)	600, 650, 1200, 1600, 2400, 4800, 6400 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Simplex Monochrome Scan Speed for document @200dpi/@300dpi/@400dpi/@600 dpi/@1200dpi as applicable (ppm)</b>	25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150 Or higher
	<b>Simplex Colour Scan Speed for document @200dpi/@300dpi/@400dpi/@600 dpi/@1200dpi as applicable (ppm)</b>	25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150 Or higher
	<b>Duplex Monochrome Scan Speed for document @200dpi/@300dpi/@400dpi/@600 dpi/@1200dpi as applicable (ppm)</b>	50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300 Or higher
	<b>Duplex Colour Scan Speed for document @200dpi/@300dpi/@400dpi/@600 dpi/@1200dpi as applicable (ppm)</b>	50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300 Or higher
	Scanning Feature	Duplex
	<b>Daily Duty Cycle (Number of Pages)</b>	1500, 2000, 2500, 3000, 3500, 4000, 4500, 5000, 6000, 6500, 7000, 7500, 8900, 9000, 10000, 11000, 12000, 17500, 18000, 20000, 24000, 25000, 30000, 35000, 40000, 44000, 45000, 50000, 60000, 70000, 80000, 90000, 91000, 110000 Or higher
	<b>BIS Registration as per Compulsory Registration Scheme under Gazette of India Notification number SO 2357(E) dated 07/09/2012 issued by Department of Electronics and Information Technology</b>	Yes
	<b>On Site OEM Warranty (Year)</b>	3, 4, 5 Or higher

#### Additional Specification Parameters - Scanner (V2) ( 163 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
AUTOMATIC DOCUMENT FEEDER	YES
SCANNING RESOLUTION	200 X 200 dpi or higher

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

**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	RAM KARAN	342026,FTR HQ BSF, MANDORE ROAD JODHPUR	163	25

**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**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

OFFICE OF THE INSPECTOR GENERAL  
FTR HQ BSF JODHPUR  
MANDORE ROAD  
JODHPUR  
RAJASTHAN - 342026

**3. 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.

**4. Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

**5. 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 %.

**6. 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.

#### 7. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

#### 8. **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

#### 9. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

ALL CONNECTED ASSYS LIKE POER CABLE, DRIVER & USB DATA CABLE ETC.

#### 10. **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.

#### 11. **Scope of Supply**

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

#### 12. **OEM**

**IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

#### 13. **Service & Support**

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

#### 14. **Service & Support**

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

#### 15. **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.

16. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

I) **BID Security (Earnest Money Deposit)** should be in the form of DD (Demand Draft)/RTGs/NEFT in favour of Inspector General, HQ BSF Rajasthan Frontier.

II) The seller will upload A Scanned Copy of the Bank Guarantee (EMD) to the online BID, and a hard copy must be submitted directly to a buyer within five days of the BID Opening. If a Hard copy is not submitted within five days, the buyer's Bid will be rejected at the initial stage.

III) Bank detail for depositing of EMD

EMD Amount: Rs. 1,44,000/=

ACCOUNT NO: 30085351082

IFSC CODE: SBIN0012847

State Bank of India (SBI)

Branch Code 12847

Branch: SBI -MAHAMANDIR JODHPUR

In Favour of

The INSPECTOR GENERAL,

FTR HQ BSF RAJ JODHPUR

Border Security Force (BSF)

Ministry of Home Affairs

Mandore Road Jodhpur

Rajasthan- India-342026.

IV) **EMD EXEMPTION / BID SECURITY DECLARATION** : MSEs / Start-ups

and all other exempted categories should also submit a Bid Security Declaration Certificate along with the Technical bid documents. Otherwise, their offers will be rejected at the initial stage, and no representation will be entertained.

(Bid Securing Declaration Certificate (On the form of Firms Letterhead) Mentioned in **Appendix "A"**)

V) OEM, MSE/Start-up firms are only eligible to get benefits. If they submit valid documents along with the Bid.

VI) **Central Vigilance Commission (CVC) Guide line:** In a Bid, either the principal /OEM or its authorized dealer /Agents on behalf of the principal/OEM will participate. Both cannot bid simultaneously for the same item/product in the same Bid (CVC circular No 03/01/12 dated 13.01.2012 refers).

VII) The bidder should submit a Self-declaration that the bidder is not under watch listed/banned/suspended/ blacklisted by a Govt. department and bank. Format for bidder financial standing and non-blacklisted undertaking: - (Mentioned in **Appendix "B"**)

VIII) Certificate regarding the compliance of Ministry of Finance (DOE)(PPD) OM dated 23 July 2020 if any will be submitted by the bidder. (Mentioned in **Appendix" C"**)

IX) Bidder has to be provided a certificate regarding the percentage of local contents under the letter of DPIIT dated 16th Sept'2023. (Mention in **Appendix "D"**)

X) **ARBITRATION CLAUSE:** In the event of any question, dispute, or difference arising under these conditions or any special condition of contract, or in connection with this contract (except as to any matters, the decision of which is specifically provided for these or the special conditions,) the same shall be referred to the sole Arbitrator of the DG, BSF, Ministry of Home Affairs or some other person appointed by Him. It will be no objection that the Arbitrator is a Government Servant that he has to deal with the matters he has expressed a view on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to the

e contract.

XI) RISK Purchase Clause:- If the Supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the un-supplied portion of the goods/items without cancelling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items due for delivery, and, if thought fit/necessary, to purchase the items at the risk and cost Of the Supplier. The price differential in case of higher cost to the purchaser, if any, shall have to be borne by the defaulting supplier. Moreover, the defaulting supplier shall have no claim over the quantity, which they failed to supply. It is the discretion of BSF either to levy a penalty clause and accept delayed deliveries or proceed with the alternate procurement plan invoking the risk purchase clause.

XII) If the seller fails to supply the stores within the specific period, then the buyer should have the right to take necessary/required action against the seller under the GTC of GeM and Liquidated damage (LD) levied as per Gem Terms & Conditions.

XIII) No grace period will be provided except Force Majeure Clause after the stipulated delivery period.

XIV) Force Majeure: In no event shall either party have any liability for the failure to comply with this agreement if such failure results directly from the occurrence of any contingency beyond the reasonable control of the party, including without limitation, strike or other labour disturbance, riot, Major power failure, war, natural calamities including but not limited to floods, earthquake, fire, volcanic eruptions, epidemic, national emergency, limited to floods, earthquake, fire, volcanic eruptions, epidemic, national emergency, interference by any Government or Government agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (each a "Force Majeure event"). If either party is unable to perform any of its obligations under this agreement because of a Force Majeure Event exceeding thirty (30) days, the party whose ability to perform has been so affected may, by giving written notice, terminate this agreement.

XV) Checking by Seller Before Dispatch: -

a). Before dispatching of the stores from the Seller's premises, the Seller has to check and confirm that the stores fully meet the QRS /Specifications and Inspection Clauses as per the Contract/bid.

b). The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores is found to be substandard, inferior, and not meeting the QRs/Specification as per Bid/Contract.

XVI) Warranty certificates: - must be submitted by the Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any breakdown during the Warranty period. (Mentioned in **Appendix "E"**)

XVII) Brand type: The item should be registered/standard branded.

XVIII) The bidder is to submit an undertaking of acceptance of the General Terms & Conditions as well as Additional Terms & Conditions of the bid duly signed by the authorized signatory and the bid number should be mentioned in all Bid ATC Certificates. (Mentioned in **Appendix "F"**)

XIX) Competent Authority reserves the right to accept or reject any or all tenders without assigning any reason thereof and also does not bind himself to accept the lowest tender.

XX) Certificate regarding the acceptance of additional specifications be submitted by the firm mentioning the bid number. (Mentioned in **Appendix "G"**)

XXI) Validity Bid offer: \_ The validity period can be extended up to 280 Days.

XXII) **Conflict of Interest & Declaration Related to Fake / Forged Documents and Default in Supply :-** Bidders are required to submit affidavit on Rs. 100/- stamp paper with bid number & date, stating that, "Our firm has not submitted any fake/misleading/forged/edited documents in any government

ent department in last two financial years and our firm has not defaulted supplies to any government department in last two financial years". If the undertaking is found false, firm shall be banned from Ftr HQ BSF Rajasthan for two years. The affidavit will not be acceptable before bid publishing date and after bid opening date. (Mentioned in **Appendix "H"**)

XXIII) EPBG- 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 IG BSF Rajasthan 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 pledge. 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 documents 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.

XXIV) If the firm fails to deliver the store within the prescribed delivery period, Liquidated Damage (LD) charges will be imposed on the total contract value as per GeM Terms & Conditions.

XXV) **Service & Support : -** During the warranty period, firm has to be rectify the fault at the location, where the equipment is installed (including the remote area of Rajasthan) within 1 week after lodging the complaint.

XXVI) No complaint / letter shall be entertained by any person who has not participated in the instant bid.

XXVII) No documents through any mode i.e through GeM or outside the GeM shall be accepted after bid submission. Hence, bidder are advised to submit bids after thoroughly checking before uploading.

XXVIII) **Penalty Clause during guarantee / warranty period: -**

- a) The defective item /equipment will be collected, repaired / replaced and handed over at the location, where the equipment is installed (including the remote area of Rajasthan) within 1 week after lod

ging the complaint to the contact number, email and fast to the firm provided for the purpose.

- b)** Penalty for non-repair / replacement beyond the permissible period will be @ 0.5% per week or part of the week of total cost of the individual equipment.

XXIX) Unloading of the supplied stores at consignee locations will be done by the firm at their own cost.

## Appendixes

### **Appendix-“A”**

Bid Securing Declaration Certificate  
(On The Form of Firm Letterhead)

TO,  
INSPECTOR GENERAL,  
BORDER SECURITY FORCE  
FTR HQ BSF RAJASTHAN  
MANDORE ROAD JODHPUR  
RAJASTHAN-342026.

Sir, Tender/GeM Bid No:\_\_\_\_\_ Date\_\_\_\_\_ under take 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 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 a contract with procuring entity i.e. Border Security Force (BSF), Ministry of Home Affairs.

(signature of the authorized signatory of Bidder, with official Seal).

## **Appendix - “B”**

Bidder Financial Standing and Banned / Non blacklisted undertaking  
(On the form of Bidder Letterhead)

To,

Inspector General

Border Security Force

Ftr HQ BSF Rajasthan

Mandore Road,

Jodhpur Rajasthan - 342026

A GEM BID No. \_\_\_\_\_ dated \_\_\_\_\_ It is certified that our firm is not under any liquidation, court receivership, similar proceedings, or bankruptcy and it is also certified that our firm has not been suspended/delisted/debarred/ blacklisted by any public or government organization on any ground. I also, certify that the firm will be supplied the items as per the specification given by the organization and also abide by all the terms & conditions stipulated in the bid I also certify that the information given in the bid is true and correct in all aspects and any case at a later date if it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be blacklisted and institute may impose any action as per GeM T&C.

Your faithful

(signature of the authorized signatory of Bidder, with official Seal)

## **Appendix - “C”**

Undertaking as per the Rule 144 (XI) of General Financial Rule 2017 (OM F. NO 6/18/2019-PPD DATED 23/07/2020) Land Border Sharing Declaration (On the form of Firm letterhead)

To,  
Inspector General  
Border Security Force  
Ftr HQ BSF Rajasthan  
Mandore Road, Jodhpur  
Rajasthan - 342026

GeM bid No. \_\_\_\_\_ Dated \_\_\_\_\_ I / We have undertaken for compliance of Ministry of Finance Department of Expenditure Public Procurement Division, New Delhi O/N o. F.No. 6/18/2019-PPD dated 23/07/2020) regarding restriction under rule 144(xi) of the General Financial Rule (GFR 2017) that: -

- i. The fact contained herein are within my own personal knowledge.
- ii. I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. "I certify that this bidder is not such a country." I hereby certify that this bidder fulfils all requirement in this regard and is eligible to be considered for procurement.
- iii. I understand that 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.

(Signature of the authorized signatory the bidder, with official seal)

### **Appendix - "D"**

Certificate Indicating Percentage of Local Content Requirement for Class-I local supplier and class-II local supplier

(On the form of Company Letter Head)

Tender/Bid No. \_\_\_\_\_ Date \_\_\_\_\_ for supply of \_\_\_\_\_ S/NO Detail Remarks/Value Type of supplier (Class-I Local supplier of Class -II Local supplier Percentage of local content

(Signature of the authorized signatory of the bidder, with official seal)



## **Appendix -“E”**

### **WARRANTY PERIOD UNDERTAKING**

(On the form of Company Letterhead)

We, M/S \_\_\_\_\_ participated in the bid no \_\_\_\_\_ dated \_\_\_\_\_ and our offered product will cover under warranty period for \_\_\_\_\_ years.

(signature of the authorized signatory of Bidder, with official Seal).

## **Appendix -“F”**

### **Acceptance of All Bid General T&Cs as Well as ATCs**

(On the form of Company Letterhead)

I/We, M/S \_\_\_\_\_ (Name of Firm) hereby accepted all the Bid General Terms & Conditions as well as additional Terms & Condition as mentioned in GeM bid no \_\_\_\_\_ dated \_\_\_\_\_.

(signature of the authorized signatory of Bidder, with official Seal).

## **Appendix -“G”**

### **Acceptance of Additional Technical Specifications**

(On the form of Company Letterhead) I/We, M/S \_\_\_\_\_ (NAME OF FIRM) hereby accepted all golden / other parameters in bid and as well as additional technical perimeters (Specifications) as mentioned in bid no \_\_\_\_\_ dated \_\_\_\_\_.

(signature of the authorized signatory of Bidder, with official Seal).

## **Appendix - “H”**

### **DECLARATION IN R/O CONFLICT OF INTEREST and DECLARATION RELATE**

**D TO FAKE / FORGED DOCUMENTS AND DEFAULT IN SUPPLY On Non-Judicial Stamp Paper of Rs 100/-**

**DECLARATION IN R/O CONFLICT OF INTEREST**

**TENDER/BID NO \_\_\_\_\_ DATED \_\_\_\_/\_\_\_\_/\_\_\_\_**

01	Name of Firm	Office Address of firm , phone no , Fax no & e-mail ID	Firm's works Address as per vender Registration, phone no, Fax no & e-mail 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 Owners / Directors of the firm	Father's/Husband's  Name of all owners/Directors	DIN	Full Residential Address	Aadhar Card of owner/Directors of the firm be attached	Udyam Registration Certificate No attached Copy
	(1)	(2)	(3)	(4)	(5)	(6)

03. We hereby declare and confirm that no bid has been submitted for the quoted items 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 a 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) Father including step- father

- b) Mother including step-mother
- c) Son including step-son
- d) Sons wife,
- e) Daughter,
- f) Daughter's husband,
- g) Bother including step -brother
- h) Sister including step-sister

04. we hereby certify that our firm (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)

Signature of Director/Partner/Proprietor/

Place:

Date :

Authorized signatory

Name \_\_\_\_\_

Designation \_\_\_\_\_

(With official Stamp)

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

—

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

Signature of Director / partner / proprietor

Date

Authorized signatory Name

## Designation

Stamp / seal of the firm

### 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.

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---**