

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-05-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-05-2025 19:30:00
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	62
Item Category/मद केटेगरी	Ultrasound Combination Therapy Machine (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	150 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	350 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
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Comprehensive Maintenance Charges Required	Yes
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	930000

#### 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).	17

(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 दस्तावेज 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 :**

DDO

Room No. 704, 7th Floor, Proc Cell, Provisioning Dte, HQrs DG BSF, 10th Block, CGO Complex, Lodhi Road, New Delhi - 110 003

(Ddo Fhq Bsf)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MIIPurchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSEPurchase 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 {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

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
28-04-2025 11:00:00	Conference Hall, 1st Floor, HQrs DG BSF, 10th Block, CGO Complex, Lodhi Road, New Delhi - 110003

#### Ultrasound Combination Therapy Machine ( 62 pieces )

(Minimum 50% and 20% 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)

#### 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
GENERAL INFORMATION	Product Description	Ultrasound Combination Therapy Machine
PRODUCT INFORMATION	Headwarming on ultrasound applicator	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
WARRANTY	<b>Warranty in years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)</b>	1, 2, 3, 4, 5 Or higher (year)

Comprehensive Maintenance	
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

\*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

#### Additional Specification Parameters - Ultrasound Combination Therapy Machine ( 62 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Tendered Eqpts is required as per GOI, MHA, O/o Addl DG (Med) (CAPFs, NSG &AR) L/N0 27012/33(G)/ADG(Med)/DA-3/QRs/TD/2021/2511 dated 28/08/2023. (a) Should have multi-frequency Ultrasound 1, 2, 3 MHz	As per attached Specification
(b) Should have duty cycles. 10 %, 20% , 50 %, continuous (c) Should have option to add any size sound heads. 2 cm2.5 cm2, 10 cm2 (d) Should have ultrasound settings up to 2 watts/cm2	As per attached Specification
(e) Should able to display both in watts and watts/cm2 (f) Should able to produce head warming and Coupling (g) Should able to deliver combination therapy with all the available currents through the Sound Head	As per attached Specification

Specification Parameter Name	Bid Requirement (Allowed Values)
(i) Should have stim input for electrotherapy (j) Should have 5 channels with 1 number of dedicated High Volt channels (k) Should able to deliver 7 wave forms such as interferential, Premodulated Russian	As per attached Specification
Must be US-FDA/ European CE/ BIS approved Warranty for 1 year followed by 5 years CM	As per attached Specification

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

#### Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	30%
Number of days allowed for ICT after site readiness communication to seller	60 Days/दिन

#### 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	Joydeep Chattopadhyay	110066,FHQ BSF HOSPITAL -I , EAST BLOCK-9 , SECTOR -I, R K PURAM , NEWDELHI- 110066	62	90

#### Special terms and conditions-Version:1 effective from 21-01-2025 for category Ultrasound Combination Therapy Machine

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard. If applicable
2. The sellers are registered on GeM based on the self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc. if applicable
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.

5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

## 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. 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.

## 3. Turnover

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 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 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. 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

## 5. 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.

## 6. 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.

## 7. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 7 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Quarterly after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

0

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

## 8. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**9. 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 %.

**10. Warranty**

Warranty period of the supplied products shall be 1 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.

**11. Service & Support**

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

**12. 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.

**13. Service & Support**

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

**14. Generic**

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 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.

**15. 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.

**16. 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

**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. 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

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.

**19. 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.

**20. Generic**

Scope of supply includes Training: Number of employees to be trained

62

, Place for Training

01 employee at each consignee location

and Duration of training

2

days.

**21. 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.

**22. Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

**23. 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.

**24. Buyer Added Bid Specific ATC**

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

**25. 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.

26. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**ADDITIONAL TERMS & CONDITION FOR PROCUREMENT OF ULTRASOUND COMBINATION THERAPY MACHINE - 62 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 Security Declaration on company/firm letter head alongwith Technical Bid in the proforma as per **Appendix- 'A'**.
- (b) In order to get the benefit of MSE/Startup prospective bidder are required to register themselves under Udyam Aadhaar registration with **5-digit NIC Category Code of tendered item is 26600 & 32509**. Firm registered as mentioned above code will only be exempted from submitting the EMD. Firms having above mentioned 5 digit NIC Category Code will be required to submit Bid Securing Declaration Certificate in the prescribed proforma as per **Appendix-"A"**.
- (c) Traders/ Authorized dealer/ re-sellers are not exempted from EMD submission being not the OEM of the product.
- (d) In case Bid Security Declaration (BSD)/Scanned copy of EMD is not submitted, Bid shall be rejected/ disqualified during initial scrutiny.
- (e) EMD in the form of Bank Guarantee will be submitted in favour of **DDO, FHQ, Border Security Force, CGO Complex, Block - 10, New Delhi - 110003 payable as under: -**
  - Bank - State Bank of India
  - Branch - CGO Complex Branch
  - IFSC - SBIN0007837
- (f) 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.
- (g) **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

es) vide their OM dated 25/03/2022.

(h) EMD of the unsuccessful firms shall be returned after finalization of Tender Enquiry.

(i) Failure to submit EMD will be treated as incomplete Bid and may lead to rejection of the bid. (As applicable)

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. **PAYMENT:** -
  - a) 70% amount of contract value will be paid on delivery of the stores at consignee locations.
  - b) 30% amount of contract value will be paid after Installation Commissioning and Testing (ICT) of tendered stores at consignee locations.
4. **JOINT RECEIPT INSPECTION (JRI)**: Joint Receipt Inspection (JRI) will be carried out at the place of consignee location before final acceptance by the BSF Board of Officers along with a representative of seller. If any equipment 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. JRI at the consignee location as per QRs & TDs.
5. **Delivery Period** : 90 days (including 60 days for installation, Commissioning and Testing (ICT) of tendered stores at consignee location)
6. **ARBITRATION:-** As per General Terms & conditions of GeM.
7. **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.
8. **RIGHT TO REJECTION**: The store will be accepted after inspection and only if they are found up to the standard specification. The decision of the BS

F 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 rejected stores must be removed by the sellers from the consignee's premises 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.

9. All Queries related to the Tender will be submitted on GeM Portal only.
10. **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). A 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. A 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.
11. **BIDDER TURN OVER CRITERIA** : The minimum average annual financial turnover of the bidder during the last three years, ending on 31<sup>st</sup> March of the previous financial year, should be for the year 2022-2023, 2023-2024 and 2024-2025. 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 periods 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.
12. Bidder participating as authorised dealer will not be given exemption in annual turnover & experience criteria. Bidders participating as authorised dealer will upload authorisation letter/certificate issued by OEM in favour of the firm.
13. E- Bid 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 13.01.2012.
14. Penalty clauses during warranty / guarantee are as under:-
  - i) Response time for repair / replacement of defective equipment will be **1**

**5 days** from the date of reporting by BSF.

- ii) Penalty for non-commercial period of the equipment will be @ **0.5% of the prices of the equipment per** week after stipulated time for repair. The total penalty charges **shall not exceed 10(Ten) percent** of the value of each equipment. (As per manual for procurement of Goods 2017, Chapter-9, Clause 9,7,10).
15. 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 alongwith their bid as per **Appendix-'B'**.
16. Bidder will upload a self-certificate stating that his **firm has not been black listed** by any government/ PSU agencies in recent past and also not under liquidation/ court receivership/ similar proceeding.
17. 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 (including turnkey projects) only if the bidder is registered with the Competent Authority specified in Annex-I. Firm to submit declaration / Certificate as per **Appendix "C"**
18. **CONFLICT OF INTEREST** :- The firm shall submit the declaration as per **Appendix "D"** alongwith the bid documents failing which their bid shall be rejected.
19. In the first page of Bid under Bid details against the column "Inspection Required (By Empanelled Inspection Authority/ Agencies pre-registered with GEM)" it is mentioned as **"Yes"**. It should be read as **"No"**.
20. The equipment's i.e. Ultrasound Combination Therapy Machine be despatched by Road/Train on freight pre-paid basis to consignee and duly insured for the transit.
21. Supply of equipment's Ultrasound Combination Therapy Machine be done to consignee in one lot.
22. Firm will give an undertaking that the spares will be provided for **10 years** as the when required by the user after warranty period.
23. **GUARANTEE / WARRANTY :** Guarantee / Warranty for equipment should be **01 year** followed by 5 years CMC from the date of delivery at consignee location.
24. The firm will undertake to repair the equipment's during warranty / guarantee period.
25. In the first page of Bid under Bid Details against the column "Bid Offer Val

dity it is mentioned as “180 (Days)”. It should be **read as “365 (Days)”**.

26. **CONSIGNEE LOCATION**

List of Consignee Locations attached at **Appendix - ‘E’**.

27. **PRE-BID MEETING:**

i) Clarification Start Date : 25/04/2025  
Clarification End Date : 29/04/2025

ii) All the potential bidders should try to attend the Pre-Bid Meeting scheduled on 28/04/2025 at 1100 Hrs. In case any potential bidder is unable to attend the Pre-Bid Meeting, he can send his queries GeM Portal before the Pre-Bid Meeting date so that queries can be discussed during the Pre-Bid Meeting itself.

iii) If any supplementary query arise after the Pre-Bid Meeting, then the said bidder must send his query on the GeM Portal latest by 29/04/2025 so that the buyer is able to formulate reply/ clarification of such query well in time before the bid opening date.

iv) **“Query Submission End Date”** :- The queries from bidder will be allowed only on GeM Portal and only till 29/04/2025. Thereafter, no query will be entertained.

v) 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.

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

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

(b) If at any time, during the said period the Seller reduces the sale price, sells or offers to sell such stores to any person/organization including the Buyer or any Dept 20 / 34 t, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchaser/Contracting Authority and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-



- (i) Exports by the Seller.
  - (ii) Sale of goods as original equipment at a price lower than the prices charged for normal replacement.
  - (iii) Sale of goods such as drugs which have expiry dates.
  - (iv) Sale of goods at lower price on or after the date of completion of sale placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.
- (c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract- " We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub - clauses (i), (ii), (iii) and (iv) of sub - para ( b ) above .
29.      Ultrasound Combination Therapy Machine Qty - 62 Nos will be supplied as per QRs/TDs which uploaded at Buyers Added Bid Specific ATC documents.
30.              Check list as per **Annexure -A** is to be submitted.

**CHECK LIST FOR BIDDERS**

<b>S. No</b>	<b>Requirements to be checked before submission of the Bid.</b>	<b>Complied</b> (Please indicate YES or NO)	<b>Indicate Page No.</b>
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.		
2.	Earnest Money Deposit (EMD)		
3.	Bid Security Declaration as per Appendix-A attached with the bid		
4.	Minimum Average Turnover of the Bidder (Last 3 years i.e 2022-23, 2023-24 & 2024-25)		
5.	Minimum Average Turnover of the OEM (Last 3 years i.e 2022-23, 2023-24 & 2024-25)		
6.	Year of past experience		
7.	Past performance		
8.	Undertaking of Bidder Financial Standing		
9.	Dedicated/ Toll free telephone no for service support		
10.	Escalation matrix for service support		
11.	Checklist for bidders as per Annexure-A		
12.	Make in India (MII) document as per Appendix-B attached with the bid		
13.	Land Border sharing certificate as per Appendix-C attached with the bid		
14.	Non blacklisting certificate		
15.	Conflict of interest certificate as per Appendix-D attached with the bid		
16.	Acceptance certificate for all terms and conditions		
17.	Payment and delivery terms as per bid be accepted		
18.	Acceptance of all additional terms & conditions of bid by bidders		
19.	Name and Complete Address for correspondence with E-mail & contract Number		
20.	US/FDA/European CE/BIS approved Certificate as per QRs/TDs of Tendered item.		
21.	Guaranty /warranty certificate		
22.	Acceptance of Fall Clause.		
23.	Malicious code Certificate		

Note:- All column must be filled & paging be done in chronological order in respect of the above check list.

Yours Faithfully

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

—

**Open Tender Enquiry No.....**

**Dated .....**

**BID SECURING DECLARATION CERTIFICATE**

**( On Firm's letter head )**

To

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

Sir,

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

We, **M/S** \_\_\_\_\_ 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 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)	<b>Location(s) at which the local value addition is carried out</b>	
(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: \_\_\_\_\_  
\_\_\_\_\_

**Appendix-‘C’**

(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 date 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 tenderer	:-----
Name of block letter :	-----
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.

e) \_\_\_\_\_ For \_\_\_\_\_ (firm name)

Place :  
Date :

Signature of Director / Partner / Proprietor / Authorized Signatory

Name : \_\_\_\_\_  
Designation \_\_\_\_\_  
(With official Stamp)



**Appendix-‘D’****LIST OF CONSIGNEES FOR SUPPLY OF COMBINATION THERAPY UNIT**

<b>S/ No</b>	<b>Consignee</b>	<b>Location</b>	<b>District</b>	<b>State</b>	<b>Quantity</b>
<b>1.</b>	The DIG, SHQ BSF Srinagar	Panthachowk	Srinagar	J&K -191101	01 No
<b>2.</b>	The DIG, SHQ BSF Baramulla	Jabla, Singhpora C /O 56 APO	Baramulla	J&K	01 No
<b>3.</b>	The DIG, SHQ BSF, Kupwara	Z Gali, Kupwara C /O 56 APO	Kupwara	J&K	01 No
<b>4.</b>	The DIG, SHQ BSF Bandipur	Bandipur C/O 56 APO	Bandipur	J&K	01 No
<b>5.</b>	The DIG, SHQ BSF Rajouri	Rajouri	Rajouri	J&K	01 No
<b>6.</b>	The DIG, SHQ BSF Sunderbani	Sunderbani	Rajouri	J&K	01 No
<b>7.</b>	The DIG, SHQ BSF I/Nagar	Meera sahib	Jammu	J &K-181101	01 No
<b>8.</b>	The DIG, SHQ BSF Jammu	Paloura Camp	Jammu	J&K-181124	01 No
<b>9.</b>	The DIG, SHQ BSF Gandhinag ar	PO-CRPF Group Ce ntre, Chiloda Road	Gandhinagar	Gujarat, Pin-3 82042	01 No
<b>10.</b>	The DIG, SHQ BSF Barmer	PO & Distt-Barmer, (Raj), Pin-344001	Barmer,	Rajasthan-34 4001	01 No
<b>11.</b>	The DIG, SHQ BSF Bhuj	Kodki Road, Bhuj,	Kutch	Gujarat-3700 01	01 No
<b>12.</b>	The DIG, SHQ BSF, Manipur	Koirangi, Mantripu khri	Imphal	Manipur-7950 02	01 No
<b>13.</b>	The DIG, SHQ BSF, Silchar	Masimpur	Cachar	Assam-78802 5	01 No

<b>14.</b>	The DIG, SHQ BSF, Aizawl	Aizawl	Aizawl	Mizoram- 796017	01 No
<b>15.</b>	The DIG, SHQ BSF Kolkata	Tagorevilla, Alamb azar	Kolkata	WB-700035	01 No
<b>16.</b>	The DIG, SHQ BSF Krishnanag ar	Seemanagar Sout h/N	Nadia	WB-741166	01 No
<b>17.</b>	The DIG, SHQ BSF Behrampur	Roshanbhag N	Murshidabad	WB-742164	01 No
<b>18.</b>	The DIG, SHQ BSF Malda	Narayanpur	Malda	WB-732141	01 No
<b>19.</b>	The DIG, SHQ BSF,Raiganj	Mirual ,Raiganj	Uttar Dinajpur	WB-733130	01 No
<b>20.</b>	The DIG, SHQ BSF, Kishanganj	Khagra Camp	Kishanganj	Bihar-855107	01 No
<b>21.</b>	The DIG, SHQ BSF,Jalpaiguri	Raninagar	Jalpaiguri	WB-735101	01 No
<b>22.</b>	The DIG, SHQ BSF, Siliguri	Bhuktidangapara	Jalpaiguri	WB-735135	01 No
<b>23.</b>	The DIG, SHQ BSF, Amritsar	Khasa, P.O- Chheh rata,	Amritsar	Punjab- 1431 05	01 No
<b>24.</b>	The DIG, SHQ BSF, Abohar	Abohar, P.O- Azim garh, Hanumangar h Road Abohar,	Ferojpur	Punjab- 1521 26	01 No
<b>25.</b>	The DIG, SHQ BSF Gurdaspur	PO & Distt- Gurdas pur	Gurdaspur	Punjab- 1435 21	01 No
<b>26.</b>	The DIG, SHQ BSF, Ferozepur	Moga Road, Feroz epur PO & Distt - F erozepur	Ferozepur	Punjab- 1520 01	01 No
<b>27.</b>	The DIG, SHQ BSF Malkangiri	Vill -Badtota,Jatani ,	Khurda,	Odisha-75205 0	01 No
<b>28.</b>	The DIG, SHQ BSF Koraput	Pthegada, Palyam, Chittor	Nabarangpur	Odisha-76405 9	01 No

<b>29.</b>	The DIG, SHQ BSF Thiruvana thapuram	PO-Sastahmangal am,	Thiruvana thapuram	Kerala-69501 0	01 No
<b>30.</b>	The DIG, SHQ BSF, Tu ra	Dobashipara-II, P. O- Dobashipara (T ura)	West Garo Hills,	Meghalaya) Pi n- 794005	01 No
<b>31.</b>	The DIG, SHQ BSF, Shillong	East Mawpat, P.O- Mawpat,	East Khasi Hills, Shill ong	Meghalaya- 7 93012	01 No
<b>32.</b>	The DIG, SHQ BSF, Jowai	Shilong	East Khasi Hills, Shill ong	Meghalaya- 7 93001	01 No
<b>33.</b>	The DIG, SHQ BSF, Dhubri	Alamganj,	Dhubri	Assam-78333 9	01 No
<b>34.</b>	The DIG, SHQ BSF, Gopalpur	Gopalpur	Coochbehar	WB-736179	01 No
<b>35.</b>	The DIG, SHQ BSF, Coochbe har	PO-Kharija Kakriba ri	Coochbehar	WB-736179	01 No
<b>36.</b>	The DIG, SHQ BSF Srigangana gar	Udhyog Vihar Sriganganagar	Sriganganagar,	Rajasthan- 33 5051	01 No
<b>37.</b>	The DIG, SHQ BSF Jaisalmer (N)	Old SSB Camp Ra mgarh Road	Jaisalmer(North)	Rajasthan 34 5002	01 No
<b>38.</b>	The DIG, SHQ BSF, Bikaner	Bikaner, Sagar Ro ad Bikaner,	Bikaner	Rajasthan - 3 34001	01 No
<b>39.</b>	The DIG, SHQ BSF Jaisalmer (S)	Dabla, Barmer Roa d,	Jaisalmer(South)	Rajasthan - 3 45002	01 No
<b>40.</b>	The DIG, SHQ BSF, Durg	Sec-6 Bhilai, PP-Civ ic Center	Durg	Chhatisgarh	01 No
<b>41.</b>	The DIG, SHQ BSF, Raipur	Singarbhat	Kanker	Chhatisgarh-4 94669	01 No
<b>42.</b>	The DIG, SHQ BSF, Teliamura	P.O.- Teliamura	Tripura (West)	Tripura-79920 5	01 No

<b>43.</b>	The DIG, SHQ BSF Gokulnagar	Gokulnagar, Po-Harish Nagar C amp	Tripura (West)	Tripura-79910 0	01 No
<b>44.</b>	The DIG, SHQ BSF, Udaipur	Bagma, Po-Khupilong Via G okulpur	Gomati	Tripura-79911 4	01 No
<b>45.</b>	The DIG, SHQ BSF Panisagar	P.O.- Panisagar	Tripura (North)	Tripura-79926 0	01 No
<b>46.</b>	The Inspector Gener al, STC BSF Bangalore	PO-Yelahanka,	Bangalore	Karnataka-56 0064	01 No
<b>47.</b>	The Inspector Gener al, STC BSF Hazaribagh	Meru camp	Hazaribag	Jharkhand-82 5317	01 No
<b>48.</b>	The Inspector Gener al, STC BSF,North Beng al	Baikunthpur, Salu gora	Jalpaiguri	WB-734402	01 No
<b>49.</b>	The Inspector Gener al STC BSF, Udhampur	Po-Roun,Dhar Roa d,	Udhampur	J&K-182126	01 No
<b>50.</b>	The Inspector Gener al STC BSF, Indore	Air Port road	Indore	MP-452005	01 No
<b>51.</b>	The Inspector Gener al STC BSF, Tekanp ur	Tekanpur	Gwalior	MP-475005	01 No
<b>52.</b>	The Inspector Gener al STC BSF, Kashmi r	Humhama	Srinagar	J&K-190003	01 No
<b>53.</b>	The Inspector Gener al STC BSF, C C Pur	Churachandpur	Churachandpur	Manipur -795 128	01 No
<b>54.</b>	The Inspector Gener al STC BSF, Kharka n	Kharkan Camp,	Hoshiyarpur	Punjab-14600 1	01 No
<b>55.</b>	The Inspector Gener al STC BSF, Jodhpur	Balsamand, Mand ore road	Jodhpur	Rajasthan -34 2026	01 No
<b>56.</b>	The Inspector Gener al STC BSF, Chakur	PO- Chakur	Latur	Maharastra -4 13513	01 No

<b>57.</b>	The DIG (Medical), F HQ Hosp-I, R K Puram	R K Puram Sector-1	New Delhi South	New Delhi-11 0066	01 No
<b>58.</b>	Commandant (Medical)	Tigri Camp, Madan gir,BSF	New Delhi	New Delhi-11 0062	01 No
<b>59.</b>	The Inspector General, CSWT Indore	Air Port, Road	Indore	MP-452005	01 No
<b>60.</b>	The Inspector General STS /CEDCO Bangalore	PO-Yelahanka,	Bangalore	Karnataka-56 0064	01 No
<b>61.</b>	The Inspector General TC & S Hazaribag	Meru Camp	Hazaribag	Jharkhand-82 5317	01 No
<b>62.</b>	Commandant 36 Bn BSF	Greater Noida	Gautam budh Nagar	UP-201306	01 No
				<b>Total</b>	<b>62 Nos</b>

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## 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.

## Additional Clause For Comprehensive Maintenance Charges

- 1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- 3.GST shall be included in the CMC Charges quoted.
- 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- 5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.
- 7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service

/operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$  and so on

C – Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5 shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

**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---**