

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-05-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-05-2025 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	Thq 2 Bn Bsf Mv03 Malkangiri Odisha
क्रेता ईमेल/Buyer Email	jsingh666@bsf.nic.in
Item Category/मद केटेगरी	Goods Transport Service - Per Trip based Service - Household/Office; Containerized Truck; 24 FT Single Axle
Contract Period/अनुबंध अवधि	1 Month(s) 25 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	33 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,Bidder Turnover,Certificate (Requested ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	6724800
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	205000

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).	14

(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 छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए 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 जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

COMMANDANT

THQ 2 BN BSF MV03 MALKANGIRI ODISHA, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs

(Commandant 2 Bn Bsf)

MII Compliance/एमआईआई अनुपालन

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

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1 + 15% of margin of purchase preference / price band defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of the quoted price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preferential Purchase) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated in the GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

6. 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.

7. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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.
- 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**Goods Transport Service - Per Trip Based Service - Household/Office; Containerized Truck/Trailer Single Axle (36)****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Nature of Goods	Household/Office
Type of Truck	Containerized Truck
Size / Weight of vehicle	24 FT Single Axle
Area of Operation	Hilly + Plain Area
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Additional Details/अतिरिक्त विवरण	
Start Location Zipcode	764045
Drop Location Zipcode	793012

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of trips(Pickup and drop to specified location)	Additional Requirement/अति आवश्यकता
1	Jaswinder Singh	764045,2 BN BSF CAMPUS, MV -03 ,POST- TAMASA, DISTT- MALKANGIRI ,STATE- ODISHA ,PIN- 764045	36	N/A

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

1. Generic

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

2. Generic

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

3. Generic

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

TAC HQ 2 BN BSF , MV-3, PO-Tamasa, District-Malkangiri,(Odisha)- 764045 to BN HQ BSF Mawpat, Shilong (Me
a)- 793012

BN HQ 2 BN BSF, Badatota, District - Khordha (Odisha) - 752050 to BN HQ BSF Mawpat,Shilong (Meghalaya) -

.
. .
. .
. .

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

COMMANDANT 2 BN BSF

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of t
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 uploa
scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 d
Bid End date/ Bid Opening date

5. 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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

5. Buyer Added Bid Specific Scope of Work (SOW)

Text Clause(s)

1. Service provider is responsible to provide all the required services in timely
ner.

2. Service provider to loading/uploading of Govt. stores in the truck having ca
ity of 9 Ton as per approx. loading quantity mentioned in the bid which are tr
porting via road where the transport en-route including Point of Pick-up (POP
Point of Delivery (POD).

3. **Total 36 Nos** having capacity of 9 Ton, Containerized 24 FT single Axle Tr
are required.

4. Details of location, civil transport and distance covered etc. are as under:-

Name of U nit	Name of location		Type of v ehicle re quired	Qty in Nos	Approx KMS	Date of rec ment of ve
	From (POP) (Point of pick-u p)	To (POD) (Point of delivery)				

2 BN BSF	Tac HQ, MV-3, Malkangiri, Odisha Pin code-764045	Mawpat, Shillong (Meghalaya) Pin code-793012	09 Ton Truck	26	2245 Kms	29.07.20
	Bn HQ 2 Bn BSF Khordha, Odisha, Pin code-752050	Mawpat, Shillong (Meghalaya) Pin code-793012	09 Ton Truck	10	1635 Kms	30.07.20
TOTAL TRUCKS				36		

5. The journey (Including loading and unloading) will be completed within 08 days from 2 Bn BSF from **Tac HQ Malkangiri/MV-3, Odisha Pin code -764045 and BN HQ Khordha, Odisha, Pin code- 752050 to Mawpat, Shillong (Meghalaya) Pin code - 793012** (Including loading and unloading).

6. The Service Provider is required to transport the Govt. stores as per the requirement, as indicated above.

7. The service provider to track the vehicle (Truck) after covered the distance 300 Kms which are carrying the Goods.

8. Service provider shall abide at all times by the all existing labor enactments and rules made, regulations, bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority.

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

10. The Service Provider shall be absolutely liable at all times, regardless of accident or negligence, for any loss or damage to the property of the Buyer while the property is in possession of the Service Provider.

11. The Transport vehicles hired must have all valid documents and comply with the specification as enumerated as latest emission standard.

12. Risk purchase clause: - in the event of failure of transporter/dealer to provide the required service within the stipulated dates/period of the supply order /AT the time of breach of any of the terms and conditions of the AT, the user will have the right to hire the subject service elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier.

13. In the event of contract being cancelled for any breach committed and then effecting re-hiring of the vehicles at the risk and cost of contractor/transporter/dealer, the user is not bound to accept the lower offer of Benami of allied staff concern of the contractor.

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

15.	Certificate	Participated firms should also submit certificate (along with bid docs) in their letter pad that "Firm has accepted all terms and conditions mentioned in the instant tender".
16.	Certificate	If any doubt on the service provider/firms submitted relevant documents i.e. turnover, experience supply orders and other bid documents are liable to be verified by the BOOs or competent authority. If found incorrect/fake, the bidder shall be blacklisted for 01 year instead of 03 years.
17.	Certificate	All participated firms should submit complete Udhya registration certificate with all Annexure.
18.	Certificate	Bidder has to give an undertaking on Letter head that their Firm has not defaulted in the supply of any contract issued by Government Department in Last 02 Years in any consignee. If the undertaking found False/ Manipulative/ Misleading, the Firm shall be blacklisted for 2 year from BSF.

19.	Certificate	Bidder has to submit an undertaking that their firm has never submitted any fake/ forged/ edited misleading documents in any of the government department in the last 02 years, and their documents have never been found fake/forged /edited/ misleading by any government department in the last 02 years. If the undertaking is found false/ manipulative/ misleading, the firm shall be blacklisted for 02 years from BSF.
20.	Generic	Firm shall ensure that the invoice is raised in the name of consignee with GSTIN of Consignee only.
21.	Generic	The Indian agent on behalf of Principal/OEM or Principal/OEM itself can Bid but both cannot bid simultaneously for the same item/ product in the same tender (CVC Circular No. 03/01/12 dated 13.01.2012 refers).
22.	Certificate	Bidder to upload a self-certificate stating that the firm has not been blacklisted/ banned by any Govt/PSU agencies in the recent past.
23.	Liquidated Damages	In case the firm does not complete the service within the laid down agreed delivery period as per contract action will be taken against the firm as per clause 9.7.9, 9.7.10 & 9.7.11 of manual for procurement of goods/services 2017, MOF.

24.	Arbitration	<p>The latest General Terms and Conditions on GeM 4.0 (Version 1.7) clause No.16.2(Arbitration) is as under:- In the event of any conflict/dispute arising out of or in connection with Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved Party may invoke arbitration by sending a written notice to the other party. The procedure for appointment of the Arbitral Tribunal shall be as follows.</p> <p>(i) In cases where the total value of the Contract is less than INR 1,00,00,000/-(Indian Rupees one Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.</p> <p>(ii) Where the total value of the Contract exceeds INR 1,00,00,000/-(Indian Rupees one Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30(thirty) days from their nomination, appoint a third arbitrator i.e. the Presiding Arbitrator.</p> <p>(iii) In case of failure to appoint the President Arbitrator within a period of 30(thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principle place of business of the Buyer department/ organization is located) to appoint the President Arbitrator as per the provisions of the Arbitration and Conciliation Act 1996(as amended up to date).</p> <p>(iv) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.</p> <p>(v) The cost of the Arbitration shall be equally borne by both the Parties. (vi) The award of the Arbitration shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principle place of business of the Buyer department/organization is located.</p> <p>(vii) The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principle place of business of the Buyer department/organization is located.</p>
-----	-------------	---

25.	Disclaimers and rights of procuring entity	<p>The issue of the bid document does not imply that the procuring entity is bound to select BIDs and it reserves the right without assigning any reason to (a) Reject any or all of the bids; OR</p> <p>(b) Cancel the tender process: OR</p> <p>(c) Abandon the procurement of the Goods: OR (d) Issue another tender for identical or similar goods</p> <p>(e) Reserve the right to accept or reject bids with any all deviations.</p>
-----	--	---

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. BID SECURING DECLARATION CERTIFICATE: - MSE firms exempted from EMDs per existing rules should submit bid securing declaration certificate along with the technical bid documents failing which their offer shall be rejected during its stage. The reseller/authorized dealer/ traders are not exempted for EMD (Bid security) turnover and experience/past performance. Format as per appendix -'A' bid securing declaration certificate are as under:-

Appendix-A

Open Tender Enquiry No. Dated -----

BID SECURING DECLARATION CERTIFICATE

(On Firm's letter Head)

To

The Commandant,
2 BN BSF,
Battalion Headquarter

Sir,

Tender/GeM bid No _____ M/s _____ we undertake that if we withdraw or modify our bid during the period of validity, or we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in bid 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 office

2. Bidder has to submit an undertaking on letter head that their firm has never submitted any fake /forged/edited misleading documents in any of the Government Departments in the last 02 years. And their documents have never been found fake/forged/edited leading by any Government department in the last 02 year. If the undertaking is false/ manipulated/ misleading the firm shall be blacklisted for 02 years from BSF.

2(a). Bidder has to submit an undertaking on letter head that the bidder has not formed any cartel for motion and has not submitted the bid as part of a cartel.

3. Quoted Rates will be inclusive of all charges like road tax, toll tax and halt charges, GST & driver charges etc.

4. Replacement of trucks to be provided by Bidder, in case of mechanical failure/ any other en-route defects arises in trucks and no extra cost will be paid by the buyer.

5. After awarding the contract, the buyer has the right to cancel if any instructions from Higher Headquarter are received in this regard.

6. Age of drivers should not be less than 18 years nor above 60 years.

7. All trucks should be in good condition, with valid RC & also not older than five (5) years.

8. Penalty (per day) @ 0.5% of the vehicle fare may be deducted/recovered for non providing or replacement of defective vehicles within the period of 04 hours for additional hours thereof expiry of allotted time will be recovered.

9. Warranty to the effect that the transporter will be responsible to make available replacement of vehicles at respective places.

10 The repair and maintenance cost shall be borne by the bidder at his own risk & In case of defect in trucks, the bidder /transport agency shall be made alternative arrangement within 04 hours otherwise penalty (per day) @ 0.5% of the vehicle fare may be deducted/recovered.

11. The bidder / transport agency must submit complete address, Service center address along with Mobile Number and valid copy of driving license and ID proof of driver before the time of contract start date/day.

12. BSF will not be responsible for any incident/accident. No claim of any damage to person and material due to any mishaps/accident will be entertained during the service contract period.

13. The permission for halting of vehicles will be accorded by the BSF Convoy Commander no vehicle will halt without prior permission of the convoy commander. The driver and co-driver will be under the Command and control of the Convoy Commander.

14. Shifting of material from one vehicle to another shall not be permitted during the time of movement.

15. The rates once quoted by the Firm and accepted by the competent authority,

not be changed irrespective of hike in petrol or diesel prices & other causes.

16. Any changes in the date and time of move will be notified earlier but no compensation be claimed for the same.

17. At Least Two Mechanics from the transporter side be provided at the time of movement.

18. Three day prior to the day of the Movement , as per contract total **36 Nos Trucks** are required to be reported at Battalion locations (**26 Nos Trucks at TAI MV-3, Malkangiri, Odisha, Pin code - 764045** and **10 Nos Trucks at Bn HQ, K a, Odisha, Pin code-752050**) for conditioning inspection and loading purpose.

19. The Bidder should be registered with state Govt. or any Govt. Departments. The relevant Certificate be uploaded.

20. No extra cost of halting will be paid.

21. The Commandant, 2 Bn BSF reserves the right to reduce or enhance the number of vehicles without assigning any reasons before finally placing of demand for vehicles.

22. Forms of EMD and PBG- Successful Bidder is required to submit PBG in form of account Payee Demand Draft (DD/Bank Guarantee (BG) in favor of

COMMANDANT 2 BN BSF

Payable at A/No. 11198691454

IFSC- SBIN0001325

STATE BANK OF INDIA, MALKANGIRI (ODISHA),

After award of contract, Successful Bidder has ensure delivery of hard copy of EMD (Earnest Money Deposit) / Demand Draft/ Bank Guarantee (BG) to the buyer within 5 days of award of contract . Duration of PBG (Performance Bank Guarantee) will be 12 months w.e.f last date of supply received.

23. Bidder should be submit PAN Card copy ,Aadhar card copy,GST Certificate and 3 years Income Tax Return.

24.

Appendix-"H"

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

Bid No _____
Dated _____

01	Name of Firm	Office Address of firm, Phone No, Fax No & E mail ID	Firms' Works Address as per Vendor Registration Phone, 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 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 I attach a y.
	(1)	(2)	(3)	(4)	(5)	(6)

01. WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted or the quoted item by any other Private limited Company or Limited Liability Partnership (LLP) or partnership 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) Owner 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) Son's wife,**
- e) Daughter,**
- f) Daughter's husband,**
- g) Brother including step-brother,**
- h) Sister including step-sister.**

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

25. Inspection, Pre inspection for further movement, QR Specification & I 001 certificate should be provided by the bidders.

26. Bidder should submit following undertaking/certificate as per given ATC.

- i) Bid securing declaration given in ATC (Appendix-‘A’)
- ii) Undertaking of no black-listed given in ATC (Appendix ‘B’)
- iii) Bidder financial standing certificate given in ATC (Appendix ‘C’)
- iv) Self certificate for Acceptance given in ATC (Appendix ‘D’)
- v) Undertaking of Fall Clause given in ATC (Appendix ‘E’).
- vi) Bidder should submit a certificate in compliance of public procurement division, DoE, MoF F.NO. 7/102(1) dated 23.02.2023 i.e bidder is not from a country sharing land border. (Performa attached as appendix ‘F’).
- vii) Undertaking of CVC circular given in ATC (Appendix-‘G’).
- viii) Declaration in respect of conflict of interest (Appendix-‘H’).

7. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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; 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 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 being bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders in a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference section of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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 / 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 such actions as per GeM Contract.

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

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 with the same.

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 law.

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 : 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 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 3 तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---
