

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-05-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-05-2025 18:30:00
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	Frontier Head Quarter Odisha, Bangalore
क्रेता ईमेल/Buyer Email	vikash12348596@bsf.nic.in
Total Quantity/कुल मात्रा	400
Item Category/मद केटेगरी	Sand Bags (V2) as per IS 9685 (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	160 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	30 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Pre Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	MSME-Meerut UP
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	4000000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**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).	15

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

**Beneficiary/लाभार्थी :**

Inspector General

Frontier Head Quarter Odisha, Bangalore, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs

(Sh Charu Dhawaj Aggarwal)

**Reserved for Make In India products**

Reserved for Make In India products	Yes
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**Reserved for MSE**

Reserved for MSE	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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other

than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, 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 to participate in this bid. 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 based on documentary evidence submitted, while evaluating the bid. 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 30% 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:

- 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

## **Sand Bags (V2) As Per IS 9685 ( 400 bale )**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

### **Technical Specifications/तकनीकी विशिष्टियाँ**

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

<b>Specification</b>	<b>Specification Name/विशिष्टि का नाम</b>	<b>Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य</b>
Specification	<b>Technical Specification of the Product</b>	Sand Bags as per IS 9685
Certification	<b>BIS Certification</b>	Yes Or higher
Stitching	<b>Bag Sides Stitches (As per clause 4.3 of IS 9685)</b>	Herakles stitches
Specific Requirement	Rot-Proofing (As per Clause 5.2 of IS 9685)	Yes
	Bag Finish (As per Clause 4.4 of IS 9685)	Selvedge
Test Reports	Availability of Test Report from Central Govt./NABL/ILAC Accredited Lab to prove conformity of product to the specifications	Yes Or higher
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes
Advance Sample	Agree to provide Advance Sample for buyer's approval before commencement of supply	Yes

### **Additional Specification Parameters - Sand Bags (V2) As Per IS 9685 ( 400 bale )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Brand	Brand should be registered brand on GeM Portal
Specification of the product	IS 9685 : 2002 of sand bag ( first revision)

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaikan Pegu	764020,FTR ADV TAC HQ, BSF, KORAPUT NEAR CITS/OSAP 3rd Bn, NH-26	400	75

**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. Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

MSME/NITRA/RITEs

Post Receipt Inspection at consignee site before acceptance of stores:  
The BSF Board of Officers

**3. Sample Clause**

After award of contract - Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

3 samples for Buyer's approval, within 15 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 15 days of receipt of advance sample. Seller shall be required to ensure

supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

#### 4. Scope of Supply

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

#### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1	In lieu of EMD/Bid Security under Rule 170 (iii) if GFR 2017, MSEs/Start-up/Exempted categories shall submit Bid Securing Declaration as per format attached to this bid, failing which the offer shall be rejected during initial Scrutiny/stage and no representation shall be considered. (Performa of Bid securing Declaration certificate attached as <b>Appendix-‘A’</b> )
2	Participated firms should submit a <b>Self-declaration</b> that the bidder is not under watch list/banned/suspended/blacklisted by any Govt department. (Performa attached as <b>Appendix-‘B’</b> ).
3	<b>Bidder financial standing:</b> 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. (Performa attached as <b>Appendix-‘C’</b> )
4	<b>UNDERTAKING CERTIFICATE FOR CARTEL FORMATION</b> : - The firm/bidder is required to submit the undertaking certificate for non – submission of bid through cartel formation with the bid documents for supply of bid required stores as part of cartel with other vendors and will be quoting competitive rates in the instant gem bid called by BSF FTR (Spl Ops) Odisha at Bangalore and consideration/acceptance for de-list/blacklisted for 02 years if found involved in such cartel formation from any of the departments or through documents failing which the offer shall be rejected. (Performa attached as <b>Appendix-‘D’</b> )
5	Warranty period of the supplied products shall be 01 year from the date of final acceptance of goods at consignee location. OEM Warranty certificates must be submitted by successful Bidder at the time of delivery of Goods. The Seller should guarantee the replacement of goods in case of any defects during the guarantee period. (Performa attached as <b>Appendix-‘E’</b> )
6	The firm/bidder is required to be submitted an undertaking that their firm has not defaulted in the supply of any contract issued by any Government department in last 2 years in any consignee. In case of firm has defaulted, it will mention in the undertaking i.e. GeM contract number, date of default, penalty imposed or buyer concern details and any other details/remarks. If the undertaking found false/manipulative/misleading, the firm shall be blacklisted for 02 years from BSF. (Performa attached as <b>Appendix-‘F’</b> )

7	The firm/bidder is required to submit an undertaking certificate that their firm has never submitted any <b>Fake/Forged/Misleading/Manipulated</b> documents in any of the government department in the last 02 (two) years and their documents have never been found Fake/Forged/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. (Performa attached as <b>Appendix-'G'</b> ).
8	The bidder/OEM is required to submit Certificate of Manufacturer/OEM (Performa attached as <b>Appendix-'H'</b> )
9	The bidder/OEM is required to provide Dedicated /toll Free Telephone No. for Service Support. (Performa attached as <b>Appendix-'J'</b> )
10	Participation firm should submit in their letter pad that, firm has accepted all terms and condition mentioned in the instant bid. (Performa attached as <b>Appendix-'K'</b> )
11	<b><u>Bid Reserve for make in India products:</u></b> Bidder to upload certificate regarding percentage of the local content and the details of locations at which the local value addition is made along with their bid. (Performa attached as <b>Appendix-'L'</b> )
12	<b><u>Compliance of GFR Rule 144 (x):</u></b> Bidder should submit a certificate in compliance of Public Procurement Division, DoE, MoF F. No. 7/10/2021-PPD (1) dated 23.02.2023 i.e a bidder is not from a country sharing land border. (Performa attached as <b>Appendix- 'M'</b> )
13	Undertaking of Fall Clause- Given in <b>ATC Documents - N)</b>
14	<b><u>Testing Sample:</u></b> - The testing of bulk sample during PDI will be carried out by NITRA/MSME/ RITEs. 03 (three) advance sample will be sent by L-1 Firms duly tested by from above mentioned any of the Labs only. Advance sample and PDI to be carried out by same testing lab agency. if supplied bulk store does not meet with the approved advance sample and as per QRs/Specifications, colour/quality etc. the store will be rejected. The bulk production of stores can start as per the approved sample and QRs/Specifications. The PDI and Lab testing charges would be borne by the seller. <b>Declaration whether the bidder is agreed/accepted the PDI agencies.</b> (Performa attached as <b>Appendix- 'O'</b> )
15	<b><u>INSPECTION:-</u></b> Pre dispatch inspection (PDI) has to be conducted by the seller from <b>NITRA/MSME/RITEs</b> and the PDI charges will be borne by the seller. PDI report along with complete lab test report must be submitted to this HQ along with bulk supply.  CRAC will be generated only after Post Receipt Inspection at consignee site which will be conducted by <b>BSF Board of Officers</b> .
16	<b><u>CVC Guidelines:</u></b> The Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender (CVC - Guidelines issued vide Circular No. 03/01/12(12-02-6 CTE/SPL(1)-2/167030 dated 13 Jan 2012 refers). CVC guidelines should be followed meticulously and a certificate in this regard will be furnished by the bidder. (Performa attached as <b>Appendix- 'P'</b> )



17	<b>Lab Test Report:</b> Lab Test Report is required to be submitted by the bidder along with the technical bid documents in a at least one of the last 02 years before the bid opening date duly inspected by NABL Accredited Labs/MHA captive agency for conformity of all the parameters as per bid requirement specification of the store.
18	All participated firms should <b>submit complete Udhyam registration certificate.</b>
19	The firm/bidder is required to be <b>submitted the firm Pan Card, GST Registration Certificate and proprietor Aadhar Card with the bid documents.</b>
20	<p><b><u>Disclaimers and rights of procuring entity:</u></b></p> <p>The issue of the bid document does not imply that the procuring entity is bound to select BIDs and it serves the right without assigning any reason to:</p> <p>(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</p> <p>(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>
21	Bidders are advised to check applicable GST on their own quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (Whichever is lower) subject to the maximum of quoted GST%.
22	<b>Registered Brand:</b> All the participated bidders to offer their product as Registered Brand on GeM portal. (i.e Product ID is registered Brand) only. Firm also submit proof of Registration of offered product (Trademark Certificate). failing which, the technical bid offer of firm is liable to be rejected.
23	<b>EPBG:-</b> Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of IG FTR HQ (SPL OPS) BSF ODISHA A/C (Name of the Seller). The bank should certify on it 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
24	<b>Survey of store: -</b> After receipt of stores, a board of officers detailed from this HQ will carry out survey of stores and has right to accept or reject the supplied store fully/partially, owing to the reason of substandard quality/not as per prescribe specification/QR etc.
25	<b>Liquidated Damages:</b> In case the firm does not complete the supply 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 2022, MOF.

26 **RISK PURCHASE CLAUSE: -** In the event of failure of supplier to deliver of dispatch stores to provide the required service within the stipulated dates/ period of the support order/ AT or in the event of breach of any of the terms and conditions Of the AT , the purchaser will have the right to purchase the subject stores elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier . The cost as per risk purchase exercise may be recovered from the bills pending with the purchaser 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 contractor , the purchaser is not bound to accept the lower offer of Benami of allied sister concern of the contractor.

27 **Force Majeure Clause: -**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires , floods, explosion, quarantine, restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non- performance of 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 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the seller at a price to be fixed by Buyer, which shall be final , all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the seller may with the concurrence of the Buyer elect to retain.

28 **CONFLICT OF INTEREST AMONG BIDDERS/AGENTS :-**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if:

- (a) They have controlling partner (s) common: or
- (b) They receive or have received any direct or indirect subsidy/financial stake from any of them: or
- (c) They have the same legal representative/agent for purposes of this bid: or
- (d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder.
- (e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assemblies for one bidding manufacturer in more than one bid.
- (f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
- (g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management. Only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister. Common business. Management units in same/similar line of business.

(Performa attached as **Appendix- 'Q'**)

29 Copy of CRAC/Proof of completed supply to be uploaded alongwith contract for experience / past performance criteria to ascertain its authenticity of stores supplied except MSE and start-up-firm

30 **Consideration of bidder/OEM turnover criteria:**  
The Minimum average annual financial Turnover of the bidder/OEM of the offered product during the last 03 years ending on 31<sup>st</sup> March of the previous financial assessment year i.e. 2022-23, 2023-24 & 2024-25 will only be considered. In case the date of constitution/incorporation of the OEM is Less than 03 years old, the average turnover in respect of the completed financial assessment year after the date of constitution shall be taken into account for these criteria. **If the firm don't update the turnover details on the GeM portal duly verified from ITR from last three assessment financial years the offer shall be rejected.**

31	<p><b><u>Right to Rejection:</u></b> Stores will be accepted after inspection and only if they are found upto the standard specification. The decision of the BSF shall be final as to the quantity of the stores and shall be binding upon the tenders and in case of any of the articles supplied not being found as per losses caused to supplies should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The rejected stores must be removed by the tenderer from the consignee's premises within 15 days from the date of intimation about rejection at the risk and cost of the tenderer. The in charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any losses short age damage that may occur to it while is in the premises of the consignee.</p> <p>a) The tender may be cancelled at any stage at the discretion of Competent authority without reason as per clause 173 of GFR 2017.</p> <p>b) The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are to found be substandard, inferior and not meeting the QRs.</p> <p>c) 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.</p>
32	<p><b><u>Dispute resolution between the buyer and the seller/service provider:</u></b> The clause No. 16 as mentioned in General Terms &amp; Condition on GeM 4.0 (Version 1.21) dated 18<sup>th</sup> January 2025.</p>
33	<p>While dispatching the stores to the consignee location by L1 firm should be submitted PDI report alongwith testing report as drawn for testing by laboratory mentioned in Srl No.14 in original, otherwise stores will not be accepted.</p>
34	<p><b><u>DATA SHEET:</u></b> 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.</p>
35	<p><b>Item NIC 5 Digit Code- 13119 &amp; 13129.</b></p>

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

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

exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

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

**---Thank You/धन्यवाद---**