

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 12-06-2025 11:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 12-06-2025 11:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 175 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Home Affairs |
| Department Name/विभाग का नाम | Central Armed Police Forces |
| Organisation Name/संगठन का नाम | Border Security Force (bsf) |
| Office Name/कार्यालय का नाम | Ftr Hq Bsf South Bengal |
| क्रेता ईमेल/Buyer Email | jagdevsingh@bsf.nic.in |
| Total Quantity/कुल मात्रा | 250000 |
| 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) | 75 Lakh (s) |
| OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) | 300 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 and Turnover/ अनुभव के वर्षों से एमएसई छूट | No |
| 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 | 30 % |
| 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 | 5 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 | Pre Dispatch |
| Name of the Empanelled Inspection Agency/ Authority | MSME-Meerut UP |
| Quality Assurance Plan document | 1743580677.pdf |
| Estimated Bid Value/अनुमानित बिड मूल्य | 15000000 |
| 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 | 300000 |

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). | 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 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 :

Inspector General, Ftr HQ BSF South Bengal

Ftr Hq Bsf South Bengal, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs
(Inspector General)

UIN Number NCTGC2415P

Reserved for Make In India products

| | |
|-------------------------------------|-----|
| Reserved for Make In India products | Yes |
|-------------------------------------|-----|

Reserved for MSE

| | |
|------------------|-----|
| Reserved for MSE | Yes |
|------------------|-----|

1. 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.
2. 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.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. 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.
5. 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.
6. 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.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

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

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

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

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

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

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

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

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

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

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

10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- 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 (250000 bale)

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

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|----------------------|--|---|
| Specification | Technical Specification of the Product | Sand Bags as per IS 9685 |
| Certification | BIS Certification | Yes, No Or higher |
| Stitching | Bag Sides Stitches (As per clause 4.3 of IS 9685) | Overhead stitches |
| Specific Requirement | Rot-Proofing (As per Clause 5.2 of IS 9685) | Yes |
| | Bag Finish (As per Clause 4.4 of IS 9685) | Hem |
| 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 |

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1 | Jagdev Singh | 700024,FTR HQ BSF South Bengal, Provisioning Complex, P2/2/C2, Near Lalgate/Nature Park, Taratala Road, Kolkata, Kolkata, 700024 | 250000 | 90 |

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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

Ftr HQ BSF South Bengal, Provisioning Complex,
P2/2/C2, Near Lalgate/Nature Park,
Taratala Road, Kolkata – 700024
Phone – 033-29624419 ,033-29623434
Email ID :digprovftrsb@bsf.nic.in

3. 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.

4. 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 or Any Central Govt. agency and inspection charges shall be borne by the seller

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

5. 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

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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.

6. Certificates

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

7. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Inspector General, Ftr HQ BSF South Bengal
payable at

State Bank of India, Chinarpark, Rajarhat, Kolkata

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

8. 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

Inspector General, Ftr HQ BSF South Bengal

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.

9. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Inspector General, Ftr HQ BSF South Bengal

Account No.

10826655434

IFSC Code

SBIN0011542

Bank Name

State Bank of India

Branch address

Chinarpark, Rajarhat, Kolkata

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

(i) **Buyer Added text based ATC clauses:**

MSES/Startup or any other entity exempted for EMD, they shall submit bid securing declaration (in lieu of EMD) as per Appendix-'A' alongwith bid documents failing which their offer shall be rejected during initial scrutiny and after that no representation shall be entertained after opening of the technical GeM bid. The reseller/ authorized dealers /traders are not exempted for EMD (Bid Securing), Turn Over and Experience/past performance.

(ii) **Bid reserved for make in India products:**

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 **as per Appendix-'B'**.

(iii) **Undertaking certificate for Cartel formation:**

Participated bidder is required to submit the undertaking certificate with the bid documents for non-submission of bid through cartel formation as per Appendix-'C'.

(iv) **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 as per Appendix-'D'.**

(v) **Bidder has to give an undertaking on letter head that their firm has not defaulted in the supply of any contract issued by any Government Department in last 2 years in any consignee. If the undertaking found false/manipulative/ misleading, the firm shall be blacklisted for 02 year from BSF. as per Appendix-'E'.**

(vi) **Participated firms should submit a self-declaration that the bidder is not under watch list /banned /suspended / blacklisted by any Govt Department as per Appendix-'F'**

(vii) **Bidder Financial Standing: The Bidder should not be under liquidation, court receivership or similar proceeding, should not be bankrupt. Bidder to upload undertaking to this effect with bid as per Appendix-'G'.**

(viii) **Registered Brand:** The firm offered bid product on the GeM portal is required to be registered brand. In this regard, proof of document for registered brand is required to submit with the bid documents failing which the offer shall be rejected at initial stage.

(ix) **OEM firm should upload complete Udyam registration certificate and other supporting documents in proof of factory ownership during bidding process. Credential of the OEM will be established through Udyam Registration validated online through website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the buyer.**

(x) **The bidder must submit the 5 digit NIC code of the product being offered in the bid as per the Udyam Registration. The exemption from EMD will only be applicable if the NIC code of the product matches the product being offered in the bid.**

- (xi) **The firm/bidder is required to be submitted the firm Pan Card, GST Registration Certificate and proprietor Aadhar Card with the bid documents.**
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- (xii) **Lab Test Report:**
Lab Test report is required to be submitted by the tenderer along with the technical bid documents in a at least one of the last 3 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.
- (xiii) **Disclaimers and rights of procuring entity:**
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**
(b) Cancel the tender process: OR
(c) Abandon the procurement of the Goods: OR
(d) Issue another tender for identical or Similar Goods
(e) Reserve the right to accept or reject bids with any all deviations.
- (xiv) **ATC:** Participated firms should also **submit certificate (a/w bid docs) in their letter pad** that “Firm has **accepted all terms and conditions** mentioned in the instant bid” **(as per Appendix-'I')**
- (xv) **Liquidated Damages:** 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 9.3.8, 9.3.9 & 9.3.10 of manual for procurement of goods 2024, MOF.
- (xvi) **Risk Purchase clause:** In the event of failure of supplier to deliver or dispatch of stores to provide the required service within the stipulated dates/period of the supply 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.
- (xvii) **Guarantee and Warranty:** The aforesaid provisions made specifically for Goods, shall also be applicable for services to the extent the same are practically possible.
- (xviii) **Make in India (MII):** **The bidder must upload certificate from the OEM regarding the percentage of the local content and the details of location at which the local value in addition is made alongwith their bid.**
- (xix) **Right to Rejection:** 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 loss short age damage that may occur to it while is in the premises of the consignee.

(xx)

Arbitration: 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.

(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.

(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.

(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).

(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.

(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.

(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 the principle place of business of the Buyer department/organization is located.

- (xxi) **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, 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 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 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 wish to retain.
- (xxii) **CVC Guidelines:** 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 Circular No. 03/01/12 dated 13.01.2012 refers).
- (xxiii) **Compliance of GFR Rule 144(xi):** The vendor has to submit a certificate of compliance to Rule 144(xi) of GFR as per Appendix-'H'.
- (xxiv) **Dispute resolution between the buyer and the seller/service provider:** The clause No. 16 as mentioned in General Terms & Condition on GeM 4.0 (Version 1.12) dated 16th August 2023 is as under:-
- 16.1 Conciliation:
- i. The Parties (i.e., the Buyer and the Seller/ Service Provider) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.
- ii. In the event of any conflict or dispute arising out of or in connection with the General Terms and Conditions on GeM 4.0 (Version 1.12) dt 16th August 2023
- Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.
- 16.3 Both the Parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or the arbitration proceedings between the Parties.
- 16.4 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- (xxv) **Forms of EMD:-** Bidders can submit EMD with Account Payee Demand Draft in favour of Inspector General, Ftr HQ BSF South Bengal payable at SBI, Chinarpark, Rajarhat, Kolkata.

Bidders can also submit EMD 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 Inspector General Ftr HQ BSF South Bengal payable at SBI, Chinarpark, Rajarhat, Kolkata. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledger. 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.

Bidder can submit EMD in the form of payment online through RTGS/Internet banking also (besides PBG which is allowed as per GeM GTC) on-line payment shall be in Beneficiary name Inspector General Account No.10826655434 IFSC Code SBIN0011542 Bank Name State Bank of India, Chinarpark, Rajarhat, Kolkata and name of seller entity in the transaction details field at the time of online transfer.

Bidder has to upload scanned copy/proof of the DD along with bid and has to ensure delivery of hard copy to the buyer within 5 days of bid End date/Bid opening date. In case any bidder has not submitted EMD, their offer will be rejected during initial stage.

- (xxvi) Bidder has to submit a declaration for inspection agency (Pre-delivery inspection) On Firm's letter head) I, _____ (Name & Designation) of M/s _____ (Name of firm) hereby declare that I understand that, pre delivery inspection is required and I have read the conditions mentioned in bid specific Additional terms & Conditions and agree to get the stores inspected before dispatch (Pre delivery inspection) from "MSME or any Central Govt agency" and inspection charges shall be borne by the seller. PDI of stores will be as per QRs/specifications for the designated inspection lab agency.

Yours faithfully
(Signature of Authorized rep with seal)

- (xxii) 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. Supplier shall ensure that the invoice is raised in the name of consignee with GSTIN of consignee only.

- (xxiii) Bidders shall quote only those product 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. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates.

- (xxix) **Conflict of Interest** "The firms shall submit the declaration as per **Appendix- 'J'** along with the bid documents, failing which their bid shall be rejected."

APPENDIX - 'A'

(On Firm's Letter head)

GeM Bid No.....

Dated.....

BID SECURING DECLARATION CERTIFICATE.

To,
Inspector General,

Ftr HQ BSF
South Bengal

Sir,

-

Tender/GeM bid No. _____ dated. _____ 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)

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APPENDIX - 'B'.

-

(On Firm's (OEM) Letter Head)

SELF-CERTIFICATION UNDER PREFERENCE TO "MAKE IN INDIA" POLICY

CERTIFICATE

-

-

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dated. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum Local content (_____ %) as defined in above orders for the material against GeM bid No _____ dated _____ Details of location at which local value

Addition will be made is as follows: -----

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(Signature of the Authorized Signatory of Bidder with official seal)

APPENDIX - 'C'.

(On Firm's Letter head)

GeM Bid No.....

Dated.....

UNDERTAKING FOR CARTEL FORMATION

We..... Hereby, give an undertaking that as a Registered Vendor on the GeM Portal for manufactures/re-seller for supply of.....will not be a part of cartel with other vendors and will be quoting competitive rates in the instant GeM bid called by the Ftr HQ BSF **South Bengal**.

We.....are aware of the fact that the registering authority i.e. GeM portal may de-list the name of our firm from approved vendors on the GeM portal as well as concerned department for two (02) years. If found confirms/declared about such cartel formation from any of the departments and through documents.

Name of Proprietor :-

Complete Address :-

Seal and Signature
(Authorised Signatory of the firm)

APPENDIX - 'D'

NON-SUBMISSION OF FAKE DOCUMENTS DECLARATION
(To be given on Company Letter Head)

Date:

To,

IG BSF
FTR HQ BSF
South Bengal

Sub: NON-SUBMISSION OF FAKE DOCUMENTS DECLARATION

GeM Bid Reference No: _____ dated: _____

Name of Item:- _____

Dear Sir,

We _____ hereby declare that we have not submitted the Fake/Misleading/Manipulated documents from last two financial years from any Government Bids/Tenders including instant bid. In the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice summarily reject/ terminate our bid, without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX - 'E'

DECLARATION FOR SUCCESSFULLY SUPPLYING OF STORES
(To be given on Company Letter Head)

Date:

To,

IG BSF

FTR HQ BSF

South Bengal

Sub: DECLARATION FOR SUCESSFULLY SUPPLYING OF STORES

GeM Bid Reference No: _____ dated: _____

Name of Item:- _____

Dear Sir,

We _____ hereby declare that we have successfully supplied the Govt stores without any cancellation of contracts issued by any Government Department from last two financial years.

In the event that the information found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice summarily reject/ terminate bid, without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX -'F'

-

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NON-BLACKLISTING DECLARATION
(To be given on Company Letter Head)

Date:

To,

IG BSF

FTR HQ BSF

South Bengal

Sub: DECLARATION FOR NON-BLACKLISTING

GeM Bid Reference No: _____ dated: _____

Name of Item:- _____

Dear Sir,

We _____ hereby declare that we are not blacklisted/debarred/banned by any Central Government Consignee/ State Government consignee of India from last two financial years. In the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice summarily reject/ terminate our bid, without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX -'G'.

FINANCIAL STANDING DECLARATION
(To be given on Company Letter Head)

Date:

To,

IG BSF

FTR HQ BSF

South Bengal

Sub: SELF-DECLARATION FOR FINANCIAL STANDING

GeM Bid Reference No: _____ dated: _____

Name of Item:- _____

We, (Name of the Bidder) having registered office at our (Address) _____ represented by Proprietor name _____ do here by solemnly declare that we are neither in any way Insolvent, Bankrupt or Defaulter in terms of rules & regulations presently in force in India. In case of any such event is found during bids evaluation and award of contract, I/We have no objection if my/our tender is rejected and without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX - 'H'

GFR 144 (XI) COMPLIANCE CERTIFICATE

Date:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certified that (Name of firm/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority .

We hereby certified that (Name of firm/Bidder) fulfills all requirements in this regard and is eligible to be considered".

Company Stamp

Authorized signatory

APPENDIX - 'I'

(On Firm's Letter head)

GeM Bid No.....

Dated.....

Name of Item.....

ACCEPTANCE OF TERMS & CONDITIONS OF BID.

Dear Sir,

1. I/We have downloaded/obtained the GeM bid document(s) for the above mentioned 'Bid' from the web site(s) namely; GeM portal on date.....

2. I/We hereby certify that I/We have read the entire terms and conditions of the bid documents (including all documents like Specification, Bid detail(s), Buyer Added Bid Specific Terms and Conditions(s), Buyer Added Bid Specific ATC, buyer uploaded ATC documents, Quality Assurance Plan document and etc., and I/We shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s), if any, issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s)/corrigendum(s) in its totality/entirety.

5. I/We do hereby declare that I/We have read and understood the entire specifications/ requirements laid down in the Bid document and have prepared the bid in compliance with the requirements specified in the document.

6. I/We certify that all information and documents furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the blacklisted for 02 financial years absolutely.

Yours Faithfully,

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

APPENDIX- 'J'

(On Firm's Letter head)

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

Tender No. _____ dated _____

| | | | | | | |
|----|---|--|--|---|---|---|
| 01 | Name of Firm | Office Address of firm, Phone No. , Fax No. & Email ID | Firm's Work 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/ LLP IN 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 Addresses | Aadhar Card of Owner / Director (s) of firm be Attached | Udyam Registration Certificate No. , at 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 Director or Partner or Proprietor of Bidder Firm is a Director, Partner or Proprietor. The work "relative" is defined as under:-

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

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

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

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

For _____ (Firm name)

Place :

Date :

Signature of Director/Partner/

Proprietor/Authorized Signatory

Name : _____

Designation _____

(With official Stamp)

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 [attacher categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in

accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---