

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-03-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-03-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Border Security Force (bsf)
Office Name/कार्यालय का नाम	Frontier Hqr Bsf Jammu
क्रेता ईमेल/Buyer Email	provbsfjammu@bsf.nic.in
Total Quantity/कुल मात्रा	40000
Item Category/मद केटेगरी	Bitumen Felts for Water Proofing and Damp Proofing as per IS 1322 (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	48 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	192 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
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),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
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
Estimated Bid Value/अनुमानित बिड मूल्य	9600000
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	192000

#### ePBG Detail/ईपीबीजी विवरण

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

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

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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

Inspector General

Frontier Hqr Bsf Jammu, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs (Frontier Hq Bsf Jammu)

**Reserved for Make In India products**

Reserved for Make In India products

Yes

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period

shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. 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. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## **Bitumen Felts For Water Proofing And Damp Proofing As Per IS 1322 ( 40000 square meter )**

**(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](#)

<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>	As per BIS Specification No. 1322:1993 (Latest)
Construction	<b>Base of Felts</b>	Hessian Base
	<b>Type</b>	Type 3 (Grade 1 - Self Finished Felts for water proofing under Type 3 of Hessian Base)
Material	<b>Materials</b>	The base fabric for Hessian Base felts shall conform to IS 2818(Part 2):1971
Dimension	<b>Length of Roll (in meter)</b>	20
	<b>Width of Roll (in cm)</b>	100

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Test Report	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes
Advance Sample	Agree to provide Advance Sample for buyer's approval before commencement of supply (Applicable in case of orders placed against bid and not applicable in case of Direct Buying)	Yes

**Additional Specification Parameters - Bitumen Felts For Water Proofing And Damp Proofing As Per IS 1322 ( 40000 square meter )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Brand Type	Brand should be Registered Brand

\* 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	Gyanendra Singh	181124,Frontier Hqrs, Border Security Force, Paloura Camp	40000	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**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

## 3. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## 4. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## 5. **Scope of Supply**

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

## 6. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 7. **Certificates**

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

## 8. **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/RITES/Excel Surveyors Pvt Ltd Lab for PDI of store. Charges shall be borne by the seller.

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

## 9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Inspector General Ftr HQ BSF Paloura Camp Jammu  
payable at  
SBI ADB BRANCH JAMMU - 05336

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 10. **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 Paloura Camp Jammu  
payable at  
SBI ADB BRANCH JAMMU - 05336

. 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.

**11. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS MAY BE MENTIONED AS GIVEN BELOW :-**

(i) All participating firms to submit following self-declaration certificates on firm's letter head:-

- (a) Bid Security Declaration.
- (b) Non-Blacklist Certificate.
- (c) Bidder Financial Standing.
- (d) Local Content Certificate.
- (e) Sharing Land Border with India.
- (f) Certificate for cartel formation.

**The format of above certificate are as under:-**

**(a) Bid Security Declaration** : Micro and Small Enterprises/Startups or any other exempted entity should submit Bid Securing Declaration as per format given below failing which their participation will be liable to be straight way rejected during initial scrutiny and no opportunity will be given to provide the same during review representation: -

GeM Tender No.....

Dated.....

**BID SECURING DECLARATIONS CERTIFICATE**

**(Applicable only For MSE/Start-ups Sellers OR any other entity for exemption of EMD).**

To,

Inspector General,

Ftr headquarters Border Security Force Paloura Camp Jammu,

Jammu & Kashmir- 181124

Sir,

Tender/GeM. Bid No.\_\_\_\_\_ We, M/s\_\_\_\_\_ under take that if we withdraw or modify our bid during the period of validity, or we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in bids documents, we will be suspended for the period of 02 years from being eligible to submit bids for contract with procuring entity i.e- Border Security Force (BSF), Ministry of Home Affairs.

Yours faithfully

(Sig of Auth Signatory of Firm with Seal)

**(b) Non-Blacklisting Certificate:-**

Bid No.....

Date.....

We M/s \_\_\_\_\_ do hereby undertake that our firm has not been blacklisted by any Govt/P  
SU agencies in last two years.



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

**(c) Bidder Financial Standing: -**

Bid No.....

Date.....

We M/s \_\_\_\_\_ do hereby undertake that our firm has not under liquidation, court receivership or similar proceedings and also not bankrupt on any account.

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

**(d) Local Content Certificate: -**

**SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA AND LOCAL CONTENT**

To,

Inspector General,

Ftr headquarters Border Security Force Paloura Camp Jammu,

Jammu & Kashmir- 181124

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_% as defined in above orders for the material against IPR Enquiry/Tender No.....dated..... Details of location at which local value addition will be made 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 Rules 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 with date:

Name: Designation: Official Seal

**(e) Sharing Land Border with India:-**

Bid No.....

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 M/s \_\_\_\_\_ is not from such a country or, if from such a country, has been registered with the Competent Authority.

We certified that M/s \_\_\_\_\_ fulfils all requirements in this regard and is eligible to be considered for procurement on GeM.

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

**(f) Undertaking for Certificate of Cartel Formation:-**

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 & work 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 Jammu.

We.....are aware of the fact that the registering g 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)

(ii) **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 year i.e 2021-22, 2022-23 & 2023-24 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 year assessment year after the date of constitution shall be taken into account for these criteria.

iii) Lab test report is required to be submitted by the bidder's alongwith the technical bid documents in at least one of the last 03 years before the bid opening date duly inspected by any NABL/Central Govt accredited labs for conformity of all parameters as per specifications of the store mentioned in bid documents.

(iv) The bidder participating in the bid to comply instruction circulated vide CVC Circular No. 161730 dated 13/01/2012.

(v) Before dispatch of the stores from Seller's premises, the seller has to check and confirm that the stores fully meet the QRs/Specifications and Inspection Clause as per contract/bid.

(vi) The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are found to be substandard, inferior and not meeting the QRs.

(vii) The tender may be cancelled at any stage at the discretion of Competent Authority without reason as per clause 173 of GFR 2017.

(viii) **DECLARATION FOR INSPECTION AGENCY (PDI OF STORE: ON FIRM LETTER HEAD):**

The Firms will submit an undertaking on its letter head that firm will carry out Inspection (PDI of store as per QRs Specification) of store from MSME/RITES/Excel Surveyors Pvt Ltd Lab. Charges shall be borne by seller.

(ix) All participated firm should submit complete Udyam Registration Certificate with all annexure. Re-seller/Authorised dealer should submit OEM's Udyam Registration Certificate with all annexures.

(x) **LIQUIDATED DAMAGES:-** In case after placing of supply order to L-1 firm does not supply the complete store within original delivery period as per contract, then LD charges shall be applicable as per clause 9.7.9, 9.7.10 & 9.7.11 of manual for procurement of goods 2022, MOF.

(xi) The bidder is required to submit their complete GST Registration Certificate, Aadhar Card of proprietor mentioned in GST registration certificate, last three financial year income tax return, alongwith the bid documents.

(xii) All participated firms shall provide their Director Identification Number (DIN) and Corporate Identification

on Number (CIN), if applicable.

(xiii) All the firms to submit undertaking in token of Acceptance of terms and conditions of the bid duly signed by the authorised signatory.

(xiv) **RISK PURCHASE CLAUSE:-** In the event of failure of supplier to deliver or dispatch the stores or 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 condition of the AT, the purchaser will have the right to purchase the subject store 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 of 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 or allied sister concern of the contractor.

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

(xvi) All firms have to submit self-declaration in respect of Conflict of Interest (Appendix -'A') and self-declaration related to false/forged documents and default in supply (Appendix -'B') as per Performa uploaded in Buyer Added ATC documents.

(xvii) OEM firms are only eligible to get benefits for MSE/Start-ups. Firm should submit valid documents along with bid.

(xviii) Copy of CRAC /Proof of completed supply to be uploaded alongwith contract for experience / past performance criteria to ascertain its authenticity of stores supplied.

(xx) OEM firm should submit the following documents:-

- (a) Factory License.
- (b) Fire Department NOC
- (c) Pollution NOC
- (d) Latest Industrial Electricity Bill
- (e) ESI Registration proof
- (f) EPF registration proof.

However, if the re-seller is offering the bid item then all above documents of concerned OEM to be submitted the re-seller/Authorised dealer.

(xxi) **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.

(xxii) **FORCE MAJEURE CONDITIONS:-** 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

e 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.

(xxiii) For the part of past experience criteria of 03 years, period after 31 March 2022 till date of bid opening will only be considered. The firm should submit accordingly.

**(xxiv) REFERENCE SAMPLE:** - If pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Seller.

(xxv) Re-seller/Authorised dealer should submit OEM's authorised dealer certificate of bid item.

## 12. 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---**