

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-04-2025 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-04-2025 10:30:00
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 Hq Bsf Punjab
क्रेता ईमेल/Buyer Email	satpal098@bsf.nic.in
Total Quantity/कुल मात्रा	500
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)	10 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	39 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 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) *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?/	No
Past Performance/विगत प्रदर्शन	10 %
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	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	1937500
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	38750

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).	12

(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 :

21C

Frontier Hq Bsf Punjab, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs (Satpal Singh)

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. 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 10% 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. 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 (500 square meter)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Technical Specification of the Product	As per BIS Specification No. 1322:1993 (Latest)
Construction	Base of Felts	Hessisan Base

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Type	Type 3 (Grade 1 - Self Finished Felts for water proofing under Type 3 of Hessian Base)
Material	Materials	The base fabric for Hessian Base felts shall conform to IS 2818(Part 2):1971
Dimension	Length of Roll (in meter)	20
	Width of Roll (in cm)	100

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	Satpal Singh	144006,FRONTIER HQ BSF PUNJAB, BSF CHOWK, JALANDHAR CANTT	500	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

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS OF BID

1.	<p><u>CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:-</u></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;</p> <ul style="list-style-type: none"> a. They have controlling partner (s) in common; or b. They receive or have received any direct or indirect subsidy/financial stake from any of them; or c. They have the same legal representative/agent for purposes of this bid; or d. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; e. Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid. f. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; g. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.
2.	<p><u>DATA SHEET:</u> Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.</p>
3.	<p>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.</p>
4.	<p>Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of life by the OEM before this period.</p>

5.	ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification. The bidder is required to upload the same along with the bid documents.
6.	<p>INSPECTION :- Pre dispatch inspection (PDI) has to be conducted by the seller from any of the lab mention below and the PDI charges will be borne by the seller. PDI report along with complete lab test report must be submitted to this HQ along with bulk supply.</p> <p>NITRA/MSME/ SBG Service Tata Project Ltd Hyderabad/ Quality Astria Central Asia Pvt Ltd Delhi/ AadiTech Inspection and Services Pvt Ltd Delhi/ Phistream Consultancy Pvt Ltd, Noida/ Quality Evaluation and system team Pvt Ltd/ GEO-CHEM Laboratory Pvt Ltd/ Excel Surveyors Pvt Ltd/ SGS India Pvt Ltd/ RITES/ Eskaps/ CQA(T&C) / CQA(GS) Lab.</p> <p>CRAC will be generated only after Post Receipt Inspection at consignee site which will be conducted by BSF Board of Officers.</p>
7.	<p>ADVANCE SAMPLE :- After award of contract, seller has to provide advance sample to buyer with Lab/inspection report from any of the lab mention below before manufacturing/starting bulk supplies for conformity of the product. After approval of sample the firm will be intimated by the buyer for bulk supply.</p> <p>NITRA/MSME/ SBG Service Tata Project Ltd Hyderabad/ Quality Astria Central Asia Pvt Ltd Delhi/ AadiTech Inspection and Services Pvt Ltd Delhi/ Phistream Consultancy Pvt Ltd, Noida/ Quality Evaluation and system team Pvt Ltd/ GEO-CHEM Laboratory Pvt Ltd/ Excel Surveyors Pvt Ltd/ SGS India Pvt Ltd/ RITES/ Eskaps/ CQA(T&C) / CQA(GS) Lab.</p>
8.	The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
9.	Bid Securing Declaration: MSE/Start-ups or any entity exempted for EMD should submit bid securing declaration certificate along with the technical bid documents failing which their bid shall be rejected.
10.	MSE/Start-ups or any entity exempted for EMD should also submit MSE/Start-ups or any applicable certificate.

11.	<p><u>Consideration of bidder/OEM turnover criteria:</u></p> <p>The Minimum average annual financial Turnover of the bidder/OEM of the offered product during the last 03 years ending on 31ST March of the 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 assessment year after the date of constitution shall be taken into account for these criteria.</p>
12.	<p><u>Bid reserved for make in India products:</u></p> <p>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.</p>
13.	<p><u>INTEGRITY PACT :</u> Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. (format for integrity pact attached)</p>
14.	<p><u>UNDERTAKING CERTIFICATE FOR CARTEL FORMATION</u> : - The firm/bidder is required to submit the undertaking certificate for non – submission of bid through cartel formation with the bid documents for supply of bid required stores as part of cartel with other vendors and will be quoting competitive rates in the instant gem bid called by BSF FTR Punjab and consideration/acceptance for de-list/blacklisted for 02 years. If found involved in such cartel formation from any of the departments or through documents failing which the offer shall be rejected and the firm shall be blacklisted for 02 years from BSF.</p>
15.	<p>“The firm/bidder is required to submit the undertaking certificate for or not submitting fake/misleading/manipulated documents during last 02 years (from the date of publishing the bid) in any Govt tender including instant bid and for accepting debarment/blacklisting for next 02 financial years if found involved in such activities the offer shall be rejected and the firm shall be blacklisted for 02 years from BSF.</p>
16.	<p>“The firm/bidder is required to submit the undertaking certificate for or successfully supplying of stores and no any contract cancellation due to non-supplying of stores or having failed to submit EPBG in last 02 years(from the date of publishing the bid) in any Govt contract . If found involved in such activity the offer shall be rejected and the firm shall be blacklisted for 02 years from BSF.</p>

17.	Participated firms should submit a self-declaration that the bidder is not under watch listed/blacklisted/suspended or banned by any Govt. department/public sector undertaking/ corporate organization alongwith the technical bid documents failing which their bid shall be rejected.
18.	<u>BIDDER FINANCIAL STANDING:</u> Participated firms should submit a self-declaration that our firm has not under liquidation, court receivership or similar proceedings and also not bankrupt on any account along with the technical bid documents failing which their bid shall be rejected.
19.	<u>The offered product by the firm should be registered/branded online on GeM.</u> If the product not shown registered on GeM the offer shall be rejected at initial stage.
20.	<p>All participated firms should submit the following certificate documents alongwith bid documents for proof of industrial installation, failing which their bid shall be rejected:</p> <p>Factory license certificate of OEM</p> <p>NOC from fire department of OEM</p> <p>Pollution NOC/certificate of OEM</p> <p>Latest industrial electricity bill of OEM</p> <p>ESI Registration certificate of OEM</p> <p>EPF Registration certificate of OEM</p> <p>Trade Mark Certificate for bid item of OEM</p> <p>*Note:- Any firm claiming exemption for above mentioned certificate must submit valid documents/policy for the same.</p>
21.	<p>All participated firms should submit the following certificate documents alongwith bid documents, failing which their bid shall be rejected:</p> <p>GST registration certificate</p> <p>Aadhaar Card of all partner/director of the Firm</p> <p>Firm's PAN Card</p> <p>Firm's ITR for the financial year 2023-24.</p>

22.	<p><u>Disclaimers and rights of procuring entity:</u></p> <p>The issue of the bid document does not imply that the procuring entity is bound to select IDs and it reserves the right without assigning any reason to</p> <p>(a) Reject any or all of the bids, OR</p> <p>(b) Cancel the tender process: OR</p> <p>(c) Abandon the procurement of the Goods: OR</p> <p>(d) Issue another tender for identical or Similar Goods</p> <p>(e) Reserve the right to accept or reject bids with any all deviations.</p>
23.	<p>Participated firms should also submit certificate alongwith bid docs that firm has accepted all terms and condition mentioned in the instant bid.</p>
24.	<p>Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed Delivery/Time period(s) specified in the Contract, the Purchaser will be entitled to deduct/recover the Liquidated Damages for the delay, (unless covered under Force Majeure conditions prescribed on GeM), @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.</p>
25.	<p><u>RISK PURCHASE CLAUSE:</u></p> <p>If the successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our bid, BSF reserves the right to terminate contract for that items, for forfeiture of security deposit and at the cost liable to the seller. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the security deposit/ bank guarantee and pending bills of existing firm and if the value of the materials under risk purchase exceeds the amount of security deposit / or bank guarantee and pending bills the same may be recovered if necessary by due legal process.</p>
26.	<p>Warranty period of the supplied products shall be 01 year 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.</p>

27.	Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.
28.	Make in India (MII) the bidder must upload certificate from the OEM regarding the percentage of local content and the details of location at which the local value in addition is made alongwith their bid. (applicable for reseller)
29.	<u>Right to Rejection:</u> Stores will be accepted after inspection and only if they are found upto the standard specification. The decision of the B/SF 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.
30.	<u>Arbitration:</u> As per the clause No. 16.2 of General Terms & Conditions on GeM 4.0 (Version 1.12) dated 16 th Aug 2023.

31.	<u>Force Majeure Condition:</u> 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 with the concurrence of the Buyer elect to retain.
32.	<u>CVC Guidelines:</u> In a tender, either the Principal/OEM or its authorized dealer/agent on behalf of the Principal/OEM will participate. both cannot bid simultaneously for the same item/product in the same tender (CVC circulars No. 12-02-06-CTE/SPI(1)-2/161730 dated 13.01.12 refers)
33.	Compliance of GFR Rule 144(xi): the bidder has to submit certificate in compliance to Rule 144(xi) of GFR.
34.	<u>Dispute resolution between the buyer and the seller / service provider:</u> As per the clause No. 16 of General Terms & Conditions on GeM 4.0 (Version 1.12) dated 16 th Aug 2023.
35.	<u>DELIVERY ADDRESS:</u> Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address:- PROV BRANCH, FTR HQ BSF JALANDHAR, PUNJAB PIN 144006.
36.	<u>GST</u> : 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 %.
37.	Supplier shall ensure that the Invoice is raised in the name of consignee with GSTIN of Consignee only.

38.	Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
39.	The bidder is required to provide Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
40.	Forms of PBG: Successful bidder is required to submit Performance Security in form of ePBG in favour of INSPECTOR GENERAL, FRONTIER HQ BSF, JALANDHAR payable at SBI, BSF CAMPUS, JALANDHAR (PB). After award of contract, successful Bidder has to ensure delivery of hard copy of the ePBG to the buyer within 15 days of award of contract. Duration of PBG will be 01 year w.e.f last date of supply received.
41.	If any doubt on the seller submitted relevant documents i.e. Turnover, experience supply orders and other bid document are liable to be verified by the BOOs or competent authority if found incorrect/fake, the bidder shall be blacklisted for 02 years.
42.	All participated firms shall provide their Director Identification Number (DIN) and Corporate Identification Number(CIN) , if applicable.
43.	<p>a) The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.</p> <p>b) The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.</p> <p>c) The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.</p>

44.	<p>Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:</p> <p>i) The Seller fails to comply with any material term of the Contract.</p> <p>ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.</p> <p>iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.</p> <p>iv) The Seller becomes bankrupt or goes into liquidation.</p> <p>v) The Seller makes a general assignment for the benefit of creditors.</p> <p>vi) A receiver is appointed for any substantial property owned by the Seller.</p> <p>vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.</p>
45.	<p>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, failing which the offer shall be rejected.</p>
46.	<p>Forms of EMD: - The bidder is required to submit EMD in form of Bank Guarantee in favour of INSPECTOR GENERAL, FRONTIER HQ BSF, JALANDHAR payable at SBI, BSF CAMPUS, JALANDHAR (PB). Bidder has to upload scanned copy of the EMD along with bid documents and has to ensure delivery of hardcopy to the buyer before bid opening date or within 5 days after Bid opening date.</p>
47.	<p>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 / Public Listed Company for 01 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year.</p>
48.	<p>Financial year mentioned in the bid for year of Past experience will be considered AS last Financial Year.</p>
49.	<p>PAST PERFORMANCE: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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 / Public Listed Company. 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.</p>
50.	<p>Delivery period i.e. 90 days will be applicable w.e.f. date of awarding contract (which includes approval of advance sample as well as complete bulk supply.</p>

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Following is the check list before submitting the bid:

1. Complete GST registration certificate.
2. Aadhaar Card of all partner/director of the Firm
3. Firm's PAN Card
4. Firm's ITR for the financial year 2023-24. Don't send Audit report.
5. **Factory license certificate of OEM**
6. **NOC from fire department of OEM**
7. **Pollution NOC/certificate of OEM**
8. **Latest industrial electricity bill of OEM**
9. **ESI Registration certificate of OEM**
10. **EPF Registration certificate of OEM**
11. Trade Mark Certificate for bid item.
12. ISO 9001:2015 certificate for bid item.
13. OEM authorisation certificate if bidder is a reseller.
14. Evidence regarding 01 year past experience i.e. Contract order/CRAC (consignee receipt & acceptance certificate) etc from last financial year only will be considerable.
15. Evidence regarding 10 % past performance i.e. Contract order/CRAC (consignee receipt & acceptance certificate) etc from atleast 01 of last 03 financial year only will be considerable. Evidence older than 03 financial years will not be considerable.
16. Valid Documents (Any one) for claiming exemption in EMD/Experience/Turnover/Past Performance.
17. Lab test report is not required during submission of documents. It is required after placing supply order, alongwith advance sample & Bulk Supply.
18. Integrity Pact as per GeM Guidelines (each page signed and stamped) (Format attach with Bid)
19. Bid securing Declaration certificate except Authorised Dealers/Resellers.(Given in ATC Documents Appx-A)
20. Undertaking for Blacklisting and bidder Financial Standing. (Given in ATC Documents Appx-B)
21. Undertaking Regarding non participation in Cartel Formation. (Given in ATC Documents Appx-C)
22. Undertaking for compliance to Warranty Clause.(Given in ATC Documents Appx-D)
23. Undertaking of successfully Supply of stores. (Given in ATC Documents Appx-E)
24. Undertaking for not submitting fake/misleading/manipulated documents. (Given in ATC Documents Appx-F)
25. Undertaking for OEM/Reseller and Make in India (MII) (Given in ATC Documents Appx-G)
26. Toll free Number/Service Support Number. (Given in ATC Documents Appx-H)
27. Providing DIN and CIN number, if applicable. (Given in ATC Documents Appx-I)
28. Undertaking regarding accepting ATC of the bid. (Given in ATC Documents Appx-J)
29. Undertaking regarding compliance of GFR Rule 144(xi) (Land Border). (Given in ATC Documents Appx-K)
30. Undertaking regarding conflict of interest. (Given in ATC Documents Appx-L)
31. Undertaking of CVC circular No. 12-02-06-CTE/SPI(1)-2/161730 dated 13.01.12. (Given in ATC Documents Appx-M)

4. 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---