

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-01-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-01-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	100 (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	150 Bn Bsf
Item Category/मद केटेगरी	Custom Bid for Services - Hiring of 05 Nos Launches
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> <li>Hiring of Vessels</li> <li>Hiring of Boats</li> </ul>
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	45 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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,Bidder Turnover,Certificate (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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	8200000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	246000

#### 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).	8

(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 :**

Dy Commandant  
150 BN BSF, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs  
(Ashok Madhwal)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in 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 the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
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 Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

9. 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

#### **Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1734237568.pdf](#)

**Scope of Work:**[1734237593.pdf](#)

**Payment Terms:**[1734237624.pdf](#)

**GEM Availability Report ( GAR):**[1734237643.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1734237663.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1734530345.pdf](#)

#### **Custom Bid For Services - Hiring Of 05 Nos Launches ( 1 )**

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

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of 05 Nos Launches
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

#### **Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashok Madhwal	783339,150 BN BSF, ALAMGANJ, DHUBRI	1	N/A

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

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

**2. Generic**

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

**3. Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

**4. 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

Commandant 150 Bn BSF  
payable at

AC(Name of the seller)

. 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.

**5. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1. Generic**

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

## **2. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address The Commandant 150 Bn BSF Alamganj, Dhubri Assam Pin-783339.

## **3. Generic**

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as 4 /18 leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

## **4. Generic**

1.The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer. 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer 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.

## **5. Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## **6. 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 Commandant 150 Bn BSF 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.

## **7. Buyer Added Bid Specific Scope Of Work (SOW)**

### **Text Clause(s)**

### **SCOPE OF WORK**

The hiring of Launches are generally using for following: -

1. Launches shall be deployed on the 05 BOPs where the water level has been raised which area can be shifted from one BOP to another BOP as per Ops/Adm requirement.
2. To carry out the operational duties.
3. To ensure sound administrative back up to the border deployed Coys.

## **8. Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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.

## **9. Certificates (Buyer Added Bid Specific Terms and conditions)**

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. 10. Buyer Added Bid Specific ATC 5 / 18 Buyer Added text based ATC clause

**Certificate** :- If any doubt on the seller submitted relevant documents i.e. turnover, experience, supply orders and other bid documents are liable to be verified by the BOOs or competent authority. If found incorrect/fake, the bidder shall be blacklisted for 01 year.

**Certificate** :- All participated firms should submit complete Udhya registration certificate with all annexure.

**Certificate**:- Bidder will upload a self certificate stating that the firm has not been blacklisted by any Govt/PSU agencies in recent past.

**Certificate** :- Bidder has to give an undertaking on letter head that their firm has not defaulted in the supply of any contract issued by BSF in last 3 years in an consignee and not submitted any incorrect/fake documents. If the undertaking found false/manipulative/misleading, the firm shall be blacklisted for 01 year from BSF.

#### **10 Buyer added Bid Specific ATC:-**

Buyer added text based ATC Clauses

#### **Technical Specification (including drawing) and QR/ TDs**

<b>NOMENCLATURE</b>	<b>SPECIFICATION / SIZE OF LAUNCHES</b>	<b>COMPLIED</b>	<b>NOTE COMPLIED</b>	<b>DEVIATION IF ANY</b>
Minimum Length	26.00 M			
Minimum Width/ Breadth	4.00 M			
Minimum Height (Hull)	1.2 M			
Thickness of bottom hull plank	2.50 Inch minimum			
Thickness of side hull plank	2.00 Inch Minimum			
Person carrying capacity	125-130 Passengers minimum			
Horse Power of Engine	80 HP and above			
Depth	1.3 Mtrs			

#### **11. PROFORMA FOR COMPLIANCE STATEMENT FOR SPECIFICATION/ QR & TDS**

- (a) Name of Item :
- (b) Brand of Item :
- (c) Company of Origin :
- (d) Make Model & Lot No. :

(e) Bidders are requested to give Compliance of each Specification whether equipment being offered by them is complying with Specification or otherwise as per proforma below:-

Sr. No.	Technical Specification/ Qualitative Requirements	Complied	Not Complied.  If not complied attach deviation statement	Page No. in the Tech. literature attached/ enclosed with bid which specifically confirms this

Signature of Tenderer Date

Name of tenderer

To

The Commandant 150 Bn BSF

Alamganj, Dhubri Assam

9435308254 [comdt150@bsf.nic.in](mailto:comdt150@bsf.nic.in)

Dear Sir,

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till \_\_\_\_\_. I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood the instructions of contract which will govern by Rules contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods 2017 & all orders issued by MHA, CVC and other relevant departments of Government of India from time to time till date of issue of this tender, placed by the Central Purchase Organization of the Government of India", as amended up to date. I/We have also understood that **any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any corresponding general condition.**

3. The following pages have been added to and form part of this tender.

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_



(d) \_\_\_\_\_

Yours faithfully

(Signature of Tenderer)

**SIGNATURE OF WITNESS**

Name \_\_\_\_\_

Address :- \_\_\_\_\_

Address:- \_\_\_\_\_ Dated :- \_\_\_\_\_

**CERTIFICATE TO BE SIGNED BY THE BIDDER DECLARATION CERTIFICATE**

It is certified that I/We have read over and understood all instructions contained in bid enquiry and its schedule along with policy matter given in Rules of **contained in the GFR 2017, Manual of Ministry of Finance for procurement of goods 2017, Procurement of Consultancy & Other Services 2017 & all orders issued by MHA**, CVC and other relevant departments of Government of India from time to time till date of issue of this bid, placed by the Central Purchase Organization of the Government of India", as amended up to date. I/We have also understood that **any special conditions attached to this invitation to bid will also form part of the conditions of contract and will supersede any general condition.**

2. It is declared that all forms given and all other required documents are properly filled stamped and signed as correct and updated in best knowledge of bidder. This will be in support of bidder's eligibility, qualification and responsiveness of their bid.

3. Bidder is responsible for the correctness of the information filled in the Bid documents and shall be responsible for legal course of action in case of any mischief, incorrect, misleading fact or declaration found in their technical bid and other relevant documents. In that case they would also be liable for suspension of business, debar from participation in BSF along with other CAPF (MHA) bid.

Signature of Tenderer: - \_\_\_\_\_

Name in block letters: \_\_\_\_\_

Name of firm: \_\_\_\_\_ Full address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
Website \_\_\_\_\_ Email id \_\_\_\_\_

**(To be in the Company letter head)**

**Certificate regarding compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division Order No. F. No. 6/18/2019-PPD dated 23.07.2020.**

I certify that..... ( Name of the firm) is not covered by the definition of the bidder as mentioned at clause 1 ( e) of Chapter- IV of this bid document and is thus not required to be registered with the Competent Authority for this purpose

OR

I certify that..... ( Name of the firm) comes within the ambit of clause 1 ( e) of Chapter IV of this bid and for this purpose, it is registered with the Competent Authority. Valid registration certificate..... no..... dated..... issued

by..... is enclosed.

*(Strike off the portion not applicable)*

Signature of tenderer :- \_\_\_\_\_

Name in block letters: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Full address: \_\_\_\_\_

## 12 Service & Support

Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 13 Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria. Contract copy along with Invoice(s) with self-certification by the bidder that service /supplies against the invoice s have been executed. Execution certificate by client with contract value. Any other document in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria. Contract copy along with Invoice(s) with self-certification by the bidder that service /supplies against the invoices have been executed. Execution certificate by client with contract value. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 14. SERVICE LEVEL AGREEMENT

1. The Commandant, 150 Bn BSF for and on behalf of the President of India, invites online Open BID through GeM for hiring of launches in river Brahmaputra for hiring of Launches for 2025-26 in **two bid system** (Technical & Financial) for further deployment in AOR of 150 Bn BSF under SHQ BSF Dhubri as per following details:-

SI No.	Name of BOP where hired launches deployed	Launch with three (03) operating staff (for 2025-26)
01.	Chowkichar	01
02.	Mahamayachar	01
03.	Hathichar	01

04.	Banshichar	01
05.	ODA	01
<b>G Total</b>		<b>05</b>

15. 05 Nos. Launches along with 03 Launchman per Launch without POL. 05 Nos. Launches will be hired for the year of 2025-26).

16. Consignee details

S/No	Details of Consignee	Area	LAUNCHES
1.	Commandant 150 BN BSF  Post - Alamganj  Distt- Dhubri (Assam)  PIN-783339 (Assam)	Riverine area in  AOR of 150 Bn	05 Nos. Launches
<b>Total</b>			<b>05 Nos</b>

17. Launches shall be deployed on the 05 BOPs where the water level have been raised which area can be shifted from one BOP to another BOP as per Ops/Adm requirement.

18. Bidder will upload a self-certificate stating that his firm has not been blacklisted by any Govt /PSU agencies in recent past and also not under liquidation/court receivership/similar proceedings.

19. 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.

#### BID SECURING DECLARATION CERTIFICATE

(On Firm's Letter head)

To

The Commandant 150 Bn BSF

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 or we are 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)

20. If Launch men is found using mobile or is suspicious of passing sensitive information to smugglers/carriers, the tender is liable to be scrapped immediately. A penalty of Rs. 10,000/- will also be levied on the boat owner/firm, for each instance.
21. All launch men must be minimum 18 Yrs of age or above as on tender publishing date, should be residents of area at least 10 kms outside the area of deployment for which the bid is being submitted any changes in this list can be made only after approval of Commandant of Bn.
22. During HPL (Hour per Liter)/deployment of the Launch, launch owners shall submit photographs, proof of address (electricity/water bill, certificate from Panchayat with ID card), character and antecedent/ police verification of Launch men so recommended for operating of Launches.
23. Leave of the Launch men throughout contract period will be managed by the launch owners by providing suitable replacement from the list of Launch initially submitted by the bidder and subject to approval of the Commandant in r/o the residence of the Launch men.
24. Launch number and registration number of Launches should be distinctly marked on Launches.
25. For operation /administrative requirement, deployment of launch will be rotated/shifted from one BOP to another BOP within the area of operation of the bidder as per Ops/ Adm requirement.
26. The launch owner will be fully responsible for any damage/loss to their Launches. The repair and maintenance cost shall be borne by the Launch owner at his own cost.
27. All Launches should be registered by Inland Water Transport (IWT) Assam and should have the valid fitness certificate for one year w.e.f April 2025 to March 2026.
28. The rates quoted by intending firm/ launch owners must include the launch men salary on daily wages. No. boarding /lodging facilities/charges would be provided by BSF.
29. The approved firm/ Launch owners will have to be ready to provide the launches on approved rates as per requirement basis throughout the validity period of contract. 15 / 18
30. In case of damage/defective launch, the owner shall make an alternative arrangement else Rs. 1,000/- per day will be deducted as penalty up to 07 days and if the launch remains defective for more than 07 days without replacement, payment the entire month would be deducted besides including penalty. Penalty for absence of a launch men for one day will be 75% of the cost of hiring of Launch for one day.
31. Fuel required for running of launches will be provided by BSF after conducting HPL test of hired launches after reaching at deployment place. Hence, rates should be quoted excluding POL charges.
32. Performance security of successfully firm shall remain with BSF till completion of hiring period and the earnest money of un-successful firm will be returned after finalization of tender.
33. Hiring charges/payment will be made on monthly basis after deduction of penalty charges if any. Hiring charges will not be paid for the period when the launch men remain non operative due to some defect or absence of boatmen.
34. BSF will not be responsible for any incident /accident. No claim of any short of men and material due to any mishaps/ accidents will be entertained by BSF. Full responsibility of any third-party claim or by the launch men would lie with the firm and the firm would submit a bond to this effect.
35. The engine /platform /hood as well as overall condition of launch should be of specified quality. Lifesaving appliances & fire-fighting equipment's must be on board of each vessel prior to launching of operations. Sand box should be available in each launch.
36. If registration of Launch does not tally, the agreement will be cancelled. Launch number and registration number of Launch should be distinctly marked. Insurance of Launch should be upto date.
37. Bidder 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 actual or as per appl

licable rates (whichever is lower), subject to the maximum of quoted GST %.

38. You are requested to study the Bid document completely and ensure all documents to the Bid are completely and correctly filled in signed and stamped where applicable and then acceptance of all additional terms and condition to be upload along with the Bid.
39. Public Procurement order (preference to Make in India, 2017) issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India, vide their letter dated 15.06.2017, Ministry of Commerce and Industry Department for Promotion of Industry and Internal Trade (Public procurement Section) order dated 04.06.2020, Ministry of Finance, Department of Expenditure, Public Procurement Division order No. F.No.6/18/2019-PPD dated 23.07.2020 and notification issued by Ministry of MSME under section 11 of Micro, Small and Medium Enterprises Development Act 2006 shall also be taken into consideration in procurement of Goods & services.
40. You are requested to study the Bid document completely and ensure all documents to the Bid are completely and correctly filled in signed and stamped where applicable and then acceptance of all additional terms and condition to be upload along with the Bid.
41. **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 principle place of business of the Buyer department/organization is located.

42. **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.

43. **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 shortage damage that may occur to it while is in the premises of the consignee.
44. **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 9.7.9, 9.7.10 & 9.7.11 of manual for procurement of goods 2017, MOF
45. **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 with the concurrence of the Buyer elect to retain.
46. **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. Supply shall ensure that the invoice is raised in the name of consignee with GSTIN of Consignee only.
47. **Generic** :- Buyer can cancel the Bid at any stage without giving any justification.
48. The Commandant, 150 Bn BSF will fully reserve the right of deployed and withdrawal of Launches during the period of 2025-26 or as per requirement of Launches due to increasing/decreasing of water level of river Brahmaputra. If only One or Two Launches are required unit will only same only be hired and if required all 05 Launches will required all launches be hired.

## 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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance 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---**