

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-06-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-06-2025 19:30:00
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	71 Bn Bsf Baishnabnagar West Bengal
क्रेता ईमेल/Buyer Email	arvindnarayan.9@bsf.nic.in
Item Category/मद केटेगरी	Hiring of Boats - Country Boat; Less than 500; Inboard; Wood; Repair kit, Rescue Blanket, First Aid Box, Safety Hand Lamp
Contract Period/अनुबंध अवधि	1 Year(s) 10 Month(s) 4 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	38 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 and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate, OEM Annual Turnover, Additions (Requested in ATC), Additional Doc 3 (RATC) *In case any bidder is seeking exemption supporting documents to prove his eligibility for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
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	12170560
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज 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	365116

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).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Trad की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंत 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

Beneficiary/लभार्थी :

Deputy Commandant

71 Bn BSF BAISHNABNAGAR WEST BENGAL, Central Armed Police Forces, Border Security Force (BSF), Ministry of Ho (Arvind Narayan)

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant period Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the data is more than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be considered.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (in respect of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts and support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider or a joint venture partner 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, then 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be 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 CoS of Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of purchase preference service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for qualification. Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidder on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over 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 of the project.
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost of the project.
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost of the project.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1748349833.pdf](#)

Payment Terms:[1748349858.pdf](#)

Any other document required:[1748349882.pdf](#)

Hiring Of Boats - Country Boat; Less Than 5 Years; Without Air-Conditioning; 7-10 Persons; Life Jackets, Lifebuoys, Fire Extinguisher, Fire Blanket, First Aid Box, Safety Hand

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Boat	Country Boat
Age of the Boat	Less than 5 years
Closed Cabin Facility required	Without Air-Conditioning
Seating Capacity	7-10 Persons
Carrying (Accessories) Capacity (in Kilos)	500
Engine Type	Inboard
Material /Hull	Wood
Life Saving Accessories / Fire Fighting Accessories	Repair kit , Rescue Life Jackets , Lifebuoys , Fire Extinguisher
Fuel to be Provided by	Service Provider
Addon(s)/एडऑन	

Specification	Values
Ration Required	Yes
Fuel Charges if Service Provider is providing Fuel	Yes
Additional Details/अतिरिक्त विवरण	
Dimensions (Width, Depth, Draft and Length)	Width>-8 To 10 Feet .Depth >- 3 to 3.5 Feet. Length>- 20 To
Engine Power	10 To 24 hrs
Speed in Knots	2 kms per hrs
Weight	1 to 2
Area of operation	71 Bn BSF Border Area
Place of Delivery / Re-Delivery	71 Bn BSF Border Area
Estimated distance to travel per day.	71 Bn BSF Border Area
Draft	2.2 FEET

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number o
1	Arvind Narayan	732127,71 BN BSF,BAISHNABNAGAR DIST - MALDA NEAR RAILWAY STATION FARAKKA	32

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 perc once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bic duration

2. Buyer Added Bid Specific SLA

Text Clause(s)

SERVICE LEVEL AGREEMENT (SLA)

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1.	All appendices, attached with the TE, should be duly filled in and are sacrosanct for considering as a complete offer.	
2.	The conditions of contract , which will govern any contract made, are contained in the:	
	2.1	The conditions of contract which will govern any contract made are contained in the 2017, Manual of Ministry of Finance for procurement of goods 2017, procurement Consultancy & Other Services 2017 & all orders issued by MHA, CVC and relevant departments of Government of India from time to time which has been issued in the issuance of this Bid.
	2.2	Public Procurement Order (Preference to Make in India, 2017) issued by GOI, Ministry of Commerce & Industry (DPIIT) (PP Section) vide order dated 15.06.2017 and subsequent revision order dated 28.5.2018, 29th May 2019 and 4th June 2020 pursuant to Rule 153(iii) of GFR 2017, Ministry of Finance, Department of Expenditure, Public Procurement Division order dated 23.07.2020, MSMED Act 2006, Public Procurement Policy for MSEs Order-2012 issued by Ministry of MSME vide order dated 23rd June 2012 and Ministry of Textiles notification dated 01 Feb 2019 shall also be taken into consideration in procurement of Goods & services.
	2.3	Any special conditions attached to this invitation to bid will also form part of the conditions of contract and will supersede any general conditions.
3.	<u>Amendments:-</u>	
	The amendment made by Central Government from time to time in policy and instructions will be taken into consideration.	
4.	<u>Definition :-</u>	
	"Secretary" means Secretary of Ministry of Home Affairs for the time being in the administrative control of the subject matter of contract and included Special Secretary, Additional Secretary, Joint Secretary, Director or Deputy Secretary in Ministry of Home Affairs. Director General, Inspector General, Dy. Inspector General, Commandant in BSF (MHA) and every other officer authorized for the time being to execute contracts relating to purchase and supply of services on behalf of the President of India.	
5.	<u>ARBITRATION:-</u> The latest General Terms and Conditions on GeM 4.0 (version 1.7) clause No. 16. Arbitration) is as under,	
	In the event of any conflict /dispute arising out of or in connection with this contract placed on GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 of the GeM, 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 follow.	
-	5.1	If the arbitrator be the DG, BSF, Ministry of Home Affairs:
-		5.1.1 In the event of his being transferred or vacating his office by resignation or otherwise, he shall be for his successor in office either to proceed with the reference himself or to appoint any other person as Arbitrator.
		<u>OR</u>
		5.1.2 In the event of his being unable to act or becoming incapable of acting for any reason, he shall be lawful for him to appoint another person as Arbitrator.

	5.2	<p>If the arbitrator be a person appointed by the DG, BSF, Min, of Home affairs:-</p> <p>In the event of his dying, neglecting or refusing to act, or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the DG, BSF, Min of Home Affairs either to Proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing arbitrator. In every such case, it shall be lawful for the DG, BSF Min, of Home Affairs in place of the outgoing Arbitrator, as the case may be to refer the record of the proceedings as then taken in the arbitration, or to commence the Proceedings de-novo, as he may at his discretion decide.</p>
	5.3	It is further a term of this contract that no person other than DG, BSF, Min, of Home Affairs shall be the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
	5.4	The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
	5.5	Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
	5.6.	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 the date of the award. The seat of arbitration shall be at the place where the principle place of business of the Buyer department/organization is located.
	5.7	The Contract shall be interpreted and governed in all respects in accordance with the law of India. All dispute 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.
-	5.8	In this clause the expression DG, BSF, Min, of Home Affairs, means the DG, BSF for the time being & includes, if there be no Dg, BSF, the officer who is for the time being administrative head of the BSF, Min of Home Affairs whether in addition to other functions or otherwise.
6.	<u>PRICE:-</u>	
	The Price quoted shall be firm and fixed basis and subject to no variation whatsoever in the currency of the contract.	
7.	<u>TRANSFER AND SUB-LETTING</u>	
	The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof as well as to give or to let a third party take benefit of advantage of the resultant contract or any part thereof.	
08.	<u>PENALTY FOR USE OF UNDUE INFLUENCE:</u>	

	<p>The seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Purchaser or otherwise in Procuring, the Contract or Forbearing to do or for having done or forborne to do or for any act in relation or execution of the Contract or any other Contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or any one employed or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other Contract with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Purchaser or any officer/employee of the Purchaser to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favor in relation to this or any other contract, shall be a breach of the undertaking.</p>																
09.	<p><u>PAST PERFORMANCE:-</u></p> <p>Bidders must enclose performance statement for the previous years in the proforma supplied with as per Appendix-4. The decision on the assessment of the past performance of the bidder by DG, is final.</p>																
10.	<p><u>SPECIAL CONDITIONS:</u></p> <table border="1"> <tr> <td rowspan="3">10.1</td><td colspan="2"><u>Fall Clause</u></td></tr> <tr> <td>10.1.1</td><td>The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in reference to any other Ministry/Department of the Government of India and if it is found in any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then the prevailing price with due allowance for elapsed time, will be applicable to the present bid and the difference in the cost would be refunded by the Bidder to the Buyer if the contract has already been concluded.</td></tr> <tr> <td>10.1.2</td><td>The bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matter pertaining to the present case.</td></tr> <tr> <td rowspan="2">10.2</td><td colspan="2"><u>RISK PURCHASE CLAUSE</u></td></tr> <tr> <td>10.2.1</td><td>In the event of failure to deliver or dispatch the services or provide the required services 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 service elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier. The cost as per Risk Purchase Clause may be recovered from the bills pending with the supplier even against other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry.</td></tr> <tr> <td>-</td><td>10.2.2</td><td>In the event of contract being cancelled for any breach committed and the Buyer effecting re-purchase of the subject service at the risk and cost of Firm, the Purchaser is not bound to accept the lower offer of Benami or allied sister concern of the Firm.</td></tr> </table>		10.1	<u>Fall Clause</u>		10.1.1	The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in reference to any other Ministry/Department of the Government of India and if it is found in any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then the prevailing price with due allowance for elapsed time, will be applicable to the present bid and the difference in the cost would be refunded by the Bidder to the Buyer if the contract has already been concluded.	10.1.2	The bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matter pertaining to the present case.	10.2	<u>RISK PURCHASE CLAUSE</u>		10.2.1	In the event of failure to deliver or dispatch the services or provide the required services 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 service elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier. The cost as per Risk Purchase Clause may be recovered from the bills pending with the supplier even against other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry.	-	10.2.2	In the event of contract being cancelled for any breach committed and the Buyer effecting re-purchase of the subject service at the risk and cost of Firm, the Purchaser is not bound to accept the lower offer of Benami or allied sister concern of the Firm.
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	10.3	Any information furnished by the bidder in support of their eligibility of bidders, past performance, registration status with concerned Government A and all other relevant to the bid find fake, incorrect or fraudulent, then cancellation of contract and further Debarment from BSF as well as other Central Government Department's bid and other legal recourse thereof.	
	10.4	All bidders are liable to field their services for trial within given date & time at desired place.	
11.	<u>LAWS GOVERNING THE CONTRACT</u>		
	The contract shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.		
12.	<u>JURISDICTION OF COURT:</u>		
	The Court of the New Delhi shall alone have a jurisdiction to decide any dispute arising out of or in connection with the contract. In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. Arbitration Proceedings shall be held at New Delhi, India and the language of the arbitration Proceedings and that of all documents and communications between the parties shall be English.		
13.	<u>FORCE MEASURE CLAUSE</u>		
	If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, lockouts or act of God (hereinafter referred to "event") provided, notice of the happening of such event is given by either party to the other within 21 days from the date of occurring thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have a claim for damages against the other in respect of such non-performance or delay in performance of deliveries under the contract. The contract shall be resumed as soon as practicable after such event comes to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries shall be resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the Firm all the work in progress to be fixed by the Purchaser, which shall be final all unused, undamaged and acceptable materials, tools, equipment, components and services in course of manufacture in the possession of the Firm at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, tools, equipment, components and services as the Firm may with the concurrence of the purchase elect to retain.		
14.	<u>TERMINATION OF CONTRACT</u>		
	14.1	Time shall be the essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases:-	
	14.1.1	The delivery of the service is delayed for causes not attributed to Force Majeure beyond the scheduled date of delivery.	
	14.1.2	The seller is declared bankrupt or becomes insolvent.	

	14.1.3	The delivery service is delayed due to causes of Force Majeure by more than 6
	14.1.4	In case Security Deposit or Performance Security is not furnished within the time period specified in the A/T
	14.1.5	Any incorrect information regarding eligibility criteria and other bid conditions found by the bidder found at later stage then A/T (Supply order) will be cancelled with forfeiture of security deposit/ performance bond.
	14.1.6	The buyer has noticed that the seller has utilized the Services of any Indian/Foreign agent getting this contract & part any commission to such Industries / Company
	14.1.7	As such decision of the Arbitration Tribunal.
15.	Any change in Address/Telephone/Fax/e-mail should be immediately informed. The state of non-communication by the firm the offer will be summarily rejected.	
16.	For any change in terms and condition of bid/bid specifications, the bidders are requested to visit the office regularly.	
17.	WARRANTY Timely servicing/ rectification of defects during warranty/contract period, after having been notified of the defects/service requirement during warranty period, Seller has to complete the rectification/Service/Rectification with 15 days' time limit. If the seller fails to complete service/rectification within the 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 buyers directly else the buyer shall have a right to recover all such penalty amount from the Performance Security (PS). The 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 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.	
18.	Any query/Representation be addressed to Commandant 71 Bn BSF, Baishnabnagar, PO-Chandrapur, Distt-Malda (West Bengal) Pin Code-732127 Tele/Fax No: 03512-295505, Email- 71@bsf.nic.in	

(Ashok Dubey)

Commandant

Sd/- 17.04.2025

3. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ELIGIBILITY AND QUALIFICATION CRITERIA

1.	ELIGIBILITY CRITERIA:
(a)	“Class-I Local Supplier and Class-II Local Supplier as defined under order dated 4 June 2020, shall be eligible to bid for the bided goods, services or works with estimated value of purchase less than 200 crore.
(b)	<p>Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) order dated 04.06.2020 :-</p> <p>(i) The Class-I local supplier/Class-II local supplier at the time of bid, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the minimum local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>ii) In cases of procurement for value in excess of Rs.10 crores, the ‘Class-I local supplier’/ ‘Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>
2	<p><u>Qualification criteria:-</u></p> <p>Supplier past performance, experience, technical competence and production capacity of the bided services, financial strength to handle the contract successfully and compliance with environmental protection regulation will be taken into account to ascertain the appropriate qualification.</p>
3.	<p><u>Criteria for determining the responsiveness of bid :-</u></p> <p>All factors will be taken into account for evaluating the bids on common platform and criteria for awarding the contract to responsive and most advantages bidder.</p>

Sd/- 17.04.20

(Ashok Dubey)

Commandant

71 Bn BSF

For and on behalf of the President of India

5. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here](#)

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

commandant 71 Bn BSF

Account No.

30019797284

IFSC Code

0000218

Bank Name

state bank of india

Branch address

Farakka barrage new farakka (WB)

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line of the Online Payment Transfer along with bid.

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

Text Clause(s)

Generic :

1. 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.

2. Maximum parameters such as Aadhar Number, GST Registration, etc, should be included in bid documents/ tender.

3. Buyer can cancel the Bid at any stage without giving any justification/notice.

Certificate :

1. All participated firms should submit Udyam registration certificate, if EMD exemption obtaining.

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

LIQUIDATED DAMAGES :

In case the firm does not complete the supply within the la

id 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.

Bid Securing Declaration Certificate :

(i) MSES/Startup or any other entity exempted

for EMD, they shall submit bid securing declaration (in lieu of EMD) alongwith bid documents failing which their offer shall be rejected during initial scrutiny and after that no representation shall be entertained after opening of the technical

GeM bid. The re-seller/ authorized dealers /traders are not exempted for EMD (Bid Security). Turn Over and Experience/past performance. Form as per Appendix-A circulated vide FHO BSF (Prov Dte: Proc Cell) L /No. 21

5- 50 dated 19 Jan 2022 may be typed which is as under :

Appendix-“A”

Open No. Tender Enquiry No. Dated BID SECURING

DECLARATION CERTIFICATE

(On Firm's Letter Head)

To The Commandant , 71 Bn BSF,

VPO

Pin code,

Sir,

Tender/GeM Bid No. we, M/s

undertake 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 fail 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 ie., Border Security Force (BSF) Ministry of Home Affairs. Signatory of Yours Faithfully

(Signature of the Authorized Bidder with official Seal)

Buyer may add/incorporate the following instructions/documents in ATC of the bid :-

1) If Boatmen 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/-(to be mentioned) will also be levied on the boat

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t owner/firm, for each instance.

- 2) All Boat 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.
- 3) During deployment of the boat, boat owners shall submit photographs , proof of address (electricity/water bill, certificate from Panchayat with ID card), character and antecedent / police verification of Boat men so recommended for operating of Country Boats.
- 4) Leave of the Boatmen throughout contract period will be managed by responsibility of boat owners by providing suitable replacement from the list of boatmen initially submitted by the bidders and subject to approval of the competent authority in r/o the residence of the Boatmen.
- 5) Boats number and registration number of EFCB/Country Boats should be distinctly marked on Country Boats
- 6) For operation/ administrative requirement, deployment of boat will be rotated/shifted from one BOP to another BOP within the area of operation of the bidder as per Ops/Adm requirement.
- 7) The Boat owner will be fully responsible for any damage/loss to their country boats. The repair and maintenance cost shall be borne by the Country Boat owner at his own cost.
- 8) The rates quoted by intending firm Boat owners must include the Boat men salary on daily wages/POL. No boarding/lodging facilities/charges would be provided by BSF.
- 9) The approved firm / boat owners will have to ready to provide the boats on approved rates as per requirement basis throughout the validity period of contract.
- 10) In case of damage/defective boats, the owner shall make an alternative arrangement else Rs.1000/- to be mentioned) per day will be deducted as penalty up to 07 days and if the boat remains defective for more than 07 days without replacement, payment the entire month would be deducted besides including penalty. Penalty for absence of a boatman for one day will be 75 % of the cost of hiring of boat for one day.

11) 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 Contract.

12) 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 boats remain non operative due to some defect or absence of boatman.

13) BSF will not be responsible for any incident / accident. No claim of any sort of men and materials due to any mishaps / accidents will be entertained by

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BSF. Full responsibility of any third party claim or by the boat man would lie with the firm and the firm would submit a bond to this effect.

14) The platform / hood as well as overall condition of EFCB/Country Boats should be of specified quality. Life-saving appliances & fire Fighting Equipment's must be on board of each boat prior to launching of operations. Sand box should be available in each boats.

15) If registration of EFCBs/Country Boats does not tally, the agreement will be cancelled. Boat No. and registration No. of EFCBs/CBs should be distinctly marked. Insurance of Boats should be upto date.

16) A review shall be carried out for actual requirement of EFCB/Country Boats due to decreasing of water level in river requirement of EFCB/Country Boats may be reviewed.

17) For operation/ administrative requirement, deployment of boat and boatmen may be rotated/shifted from one BOP to another BOP within the area of operation of the unit.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and 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.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to extant policy.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category modification.
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](#) procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying.
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, the contract will be awarded to the bidder with the lowest bid price. In case of a tie, the contract will be awarded to the bidder with the lowest bid price, provided that the bidder has submitted a valid bid.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms and conditions, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the buyer.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions, needs more items along with the main item, the same must be added through bunching category based item with the main category based item, the same must not be done through ATC or Scope of Work.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / ac Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Contract.

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 share 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 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 प्रॉ 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 गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का