

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-06-2025 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-06-2025 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	Ftr Hq Bsf South Bengal
क्रेता ईमेल/Buyer Email	sbftdcomn@bsf.nic.in
Total Quantity/कुल मात्रा	7
Item Category/मद केटेगरी	PABX System - EPABX (V2) (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	17 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	67 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Compliance of BoQ specification and supporting document *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	40 %
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
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	10
Estimated Bid Value/अनुमानित बिड मूल्य	3325000
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	33250

ePBG Detail/ईपीबीजी विवरण

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

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

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

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

Beneficiary/लाभार्थी :

INSPECTOR GENERAL

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

UIN Number NCTGC2415P

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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

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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. 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.

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 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

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

Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

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

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

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

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

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

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

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

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

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

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

PABX System - EPABX (V2) (7 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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
MAIN DISTRIBUTION FRAME(MDF)	MDF (Number of Pair)	200
EXTENSION AND TRUNK/JUNCTION	EPABX system Implementation Technology/Architecture	Hybrid (Microprocessor based also supporting SIP extension)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Number of Analogue Extensions /FXS ports	128
	Expandable upto(TDM ports/FSX ports)	256
	Number of Digital Extensions	8
	Number of Analogue Junction/FXO ports	8
	Number of SIP Extensions	NA
	SIP Extensions Expandable upto	256, NA
	Number of SIP Trunks (CHANNELS)	4
	Number of PRI TRUNKS	1
SERVER SPECIFICATIONS / REQUIREMENTS (applicable only in case of Sever Based Category EPABX , Not for Hybrid & Conventional EPABX)	"Total Number of Servers Included in the Supply"	NA (for hybrid / Conventional EPABX)
SERVICES	Comprehensive Warranty (YEARS)	1.0 (year)

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	20%
Number of days allowed for ICT after site readiness communication to seller	15 Days/दिन

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Verified and Signed Tp document	View
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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	Chandan Kumar	700161,FTR HQ BSF SOUTH BENGAL IIE/1 ACTION AREA NEWTOWN RAJARHAT, KOLKATA-700161	7	45

Special terms and conditions-Version:2 effective from 02-11-2022 for category PABX System - EPABX (V2)

1. This category pertains to the products covered under Mandatory Testing and Certification of Telecom Equipment (MTCTE) by TEC, DoT(www.tec.gov.in) notified vide Indian Telegraph (Amendment) Rules, 2017. Sellers to ensure compliance of the MTCTE certificate against Essential Requirement (ER) for the model offered on GeM Portal. Procuring Authorities to check compliance of model procured against the applicable ER issued by TEC under MTCTE.

In addition, procuring entities should also ensure that if the product is covered under Public Procurement (Preference to Make in India (PPP-MII)) Policy of DOT notified vide Gazette Notification dated 29th August 2018 as amended from time to time, it should also comply to the certification against applicable Generic Requirement (GR)/ Interface Requirement (IR) if issued by TEC.

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. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

3. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

4. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

5. Purchase Preference (Centre)

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, 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

6. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

7. Certificates

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.

8. Certificates

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

9. Certificates

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.

10. Turnover

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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

11. **Turnover**

Bidder Turn Over Criteria: 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 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.

12. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

13. **Service & Support**

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

14. **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.

15. **Generic**

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.

16. **Generic**

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

17. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

18. **Generic**

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 3 years 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. In case of bunch bids, the primary product having highest value should meet this criterion.

19. **Generic**

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

20. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

21. **Forms of EMD and PBG**

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

INSPECTOR GENERAL BSF SOUTH BENGAL FRONTIER

payable at

SBI CHINARPARK KOLKATA

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

22. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NO

Post Receipt Inspection at consignee site before acceptance of stores:

YES BY BSF BOARD OF OFFICERS

23. **Forms of EMD and PBG**

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

INSPECTOR GENERAL BSF SOUTH BENGAL FRONTIER

payable at

SBI CHINARPARK, KOLKATA

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

24. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

INSPECTOR GENERAL BSF SOUTH BENGAL FRONTIER

payable at

SBI CHINARPARK, KOLKATA

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

25. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

26. **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:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. 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:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

27. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

28. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

29. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

LAB TEST REPORT

.

30. **Generic**

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

FTR HQ BSF SOUTH BENGAL
TX STATION GARIA
NEAR HINDUSTAN HOSPITAL
GARIA GARDEN
KOLKATA, 700084

.

31. **Generic**

Scope of supply includes Training: Number of employees to be trained

3

, Place for Training

AT DELIVERY LOCATION

and Duration of training

3

days.

32. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Srl No.	Criteria as per bid documents	Required to be incorporated amended

i)	Years of Past Experience Required for same/similar service	03 years of Past Experience Required for same product.
ii)	Form of EMD	<p>Bidders can submit EMD with Account payee Demand Draft also (besides BG is allowed as per GeM GTC) valid for 45 days beyond the financial bid validity in favour of IG Ftr HQ BSF South Bengal payable at SBI Chinarpark, Kolkata. Bidders can also submit EMD in the form of Fixed Deposit receipt also (besides BG which is allowed as per GeM GTC) valid for 45 days beyond the final bid validity in favour of Inspector General Ftr HQ BSF South Bengal payable at SBI Chinarpark, Kolkata.</p> <p>Bidder has to upload scanned copy/Proof of the DD/FDR along with the bid and has to ensure delivery of hard copy directly to the buyer within 5 days of bid opening. In case any bidder has not submitted EMD, their offer will be rejected during initial stage.</p>
iii)	Buyer Added Bid Specific ATC.	MSE and Start-ups or any other entity exempted for EMD should submit Bid Security Declaration certificate as per given format above, failing which their bid shall be rejected at initial stage.
iv)	Buyer Added Bid Specific ATC.	Re-sellers and authorized dealers or any other entity applicable for EMD will submit EMD instead of Bid Security Declaration. If EMD is not submitted, the firm will be rejected at the initial stage itself.
v)	Buyer Added Bid Specific ATC.	The Indian agent on behalf of Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender (CVC Circular No. 03/01/12 dated 13.01.2012 refers).
vi)	Buyer Added Bid Specific ATC.	If an agent submits bid on behalf of the principal/OEM the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
vii)	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. 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.

viii)	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.
ix)	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
x)	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.

xi)	ARBITRATION	<p>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.</p> <ul style="list-style-type: none"> (i) In cases where the total value of the Contract is less than an 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 Buyer department/organization is located.
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(xii)	Form of ePBG	<p>Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Inspector General SOUTH BENGAL, FTR HQ payable at SBI Chinarpark, Kolkata.</p> <p>ii) After award of Contract Successful Bidder can upload scanned copy of 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.</p> <p style="text-align: center;">Or</p> <p>iii) Successful Bidder can submit Performance Security in the form Account Fixed Deposit Receipt also (Besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Inspector General Ftr HQ BSF SB A/C (name of 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 the 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 documents 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.</p>
xiii)	certificate	Bidder's Financial Standing :-The bidder should submit a self-declaration that the bidder is not under liquidation, court receivership, and bankrupt watch listed / banned / suspended / black listed by any govt department.
xiv)	Certificate	Bidder will upload a self-certificate stating that the firm has not been blacklisted by any Govt/PSU agencies in recent past.
xv)	Certificate	Bidder has to give an undertaking on letter head that their firm has not default in the supply of any contract issued by BSF in last 2 years in any consignee. If the undertaking found false/manipulative/ misleading, the firm shall be blacklisted for 01 year from BSF.
xvi)	Certificate	Bidder has to submit an undertaking on letter head that their Firm has never submitted any fake/ forged/ edited misleading documents in any of the Government Department in the last 02 years, and their documents have never been found fake/ forged/ edited/misleading by any Government department in the last 02 years. If the undertaking is found false/manipulative / misleading, the firm shall be blacklisted for 02 year from BSF.
xvii)	Certificate	The bidder 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.
xviii)	Certificate	Participated firm should also submit certificate in their Letter Pad that : Firm has accepted all terms and conditions mentioned in the instant bid
xix)	Certificate	Bidder/OEM should submit/upload GST registration certificate along with the bid.
xx)	Certificate	All participated firm should submit complete Udhyam registration certificate with annexure.

xxi)	Warranty clause	<p>a) Warranty period of the supplied products shall be 1 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> <p>b) 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 of time limit. If the Seller fails to complete service / rectification within 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 re-imburse the cost of such service / rectification to the Buyer.</p>
xxii)	Generic	Installation, Commissioning, Testing, Configuration, Training (If any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM certified resource or OEM authorised Reseller.
xxiii)	Generic	The tender may be cancelled at any stage at the discretion of Competent Authority without reason as per clause 173 of GFR 2017
xxiv)	Generic	The firm offered bid product on the GeM portal is required to be registered brand. In this regard, proof of document for registered brand is required to submit with the bid documents.
xxv)	Generic (Payment terms & conditions)	Payment will be released as per GeM terms & conditions.
xxvi)	Generic	All participated bidder/OEM should submit copy of Adhar card, PAN card GST registration etc.
xxvii)	Local content	Bidder to upload certificate regarding percentage of the local content and the details of location at which the local value addition is made along with their bid
xxviii)	Lab Test report	Latest lab test report is required to be upload/submitted by the tenderer along with the technical bid documents duly inspected by NABL/CPRI for conformity of the parameters as per bid requirement specification of the store.
xxix)	<u>Inspection</u>	Inspection will be carried out at buyer premises after delivery at consignee location. The internal detailed Board will physically check as per QRS/ Specification

xxx)	Delivery Location	FTR HQ BSF SOUTH BENGAL, TX STATION GARIA, NEAR HINDUSTAN HOSPITAL, GARIA GARDEN, KOLKATA - 700084
xxxi)	Generic	All participated bidders should submit Udhayam registration with complete annexure.
xxxii)	Generic	Buyer may mention/include the 5 digits NIC code of the product as per instruction circulated by FHQ(Finance wing) vide their L/ No. 09/02/Fin/BSF/Col/2024/6654-6705 dated 05 th Dec 2024.

BID SECURING DECLARATION

MSEs/Start up or any other entity **exempted for EMD**, they shall **submit Bid Securing Declaration** (in lieu of EMD) along with bid documents **failing which their offer shall be rejected during initial stage**. The **Reseller/ Authorised dealers/ traders** are **not exempted for EMD (Bid Security)**, Turn over and Experience/ Past performance.

{Format as per Appendix-A circulated vide FHQ BSF (Prov Dte: Proc Cell) L/No. 215-50 dtd 19 Jan 2022}

Appendix- "A"

Open Tender Enquiry No. _____

Dated : _____

BID SECURING DECLARATION CERTIFICATE

(On Firm's Letter Head)

To

The Inspector General
Frontier Headquarters
Border Security Force
South Bengal
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 to submit a performance security before the deadline defined in bids documents, we will be suspended for the period of **02 years** from being eligible to submit bids for contract with procuring entity i.e., **Border Security Force (BSF) Ministry of Home Affairs**.

Yours Faithfully

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

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Appendix- "B"

(On Firm's (OEM) Letter Head)

-

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

-

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

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

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

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-
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Appendix- "C"

(On Firm's Letter Head)

-

GeM Bid No.....

Dated

-

UNDERTAKING FOR CARTEL FORMATION

–

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

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

Name of Proprietor :-

Complete Address :-

**Seal and Signature
(Authorised Signatory of the firm)**

–
–
–
–
–
–

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Appendix- “D”

–

NON-SUBMISSION OF FAKE DOCUMENTS DECLARATION

(To be given on Company Letter Head)

–

Date:

To

The Inspector General
Frontier Headquarters

Border Security Force
South Bengal

Sub : **NON-SUBMISSION OF FAKE DOCUMENTS DECLARATION**

GeM Bid Reference No..... Dated

Name of Item:- _____

Dear Sir,

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

Yours Faithfully

(Signature of the Bidder with official Seal)

Appendix- "E"

DECLARATION FOR SUCCESSFULLY SUPPLYING OF STORES

(To be given on Company Letter Head)

Date:

To

The Inspector General
Frontier Headquarters

Border Security Force
South Bengal

Sub : **DECLARATION FOR SUCESSFULLY SUPPLYING OF STORES**

GeM Bid Reference No..... Dated

Name of Item:- _____

Dear Sir,

We _____ hereby declare that we have successfully supplied the Govt. Stores without any cancellation of contracts issued by any Government Department from last two financial years. In the event that the information found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice summarily reject/terminate bid, without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Signature of the Bidder with official Seal)

Appendix- "F"

NON-BLACKLISTING DECLARATION

(To be given on Company Letter Head)

Date:

To

The Inspector General
Frontier Headquarters
Border Security Force

South Bengal

Sub : **DECLARATION FOR NON-BLACKLISTING**

GeM Bid Reference No..... Dated

Name of Item:- _____

Dear Sir,

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

Yours Faithfully,

(Signature of the Bidder with official Seal)

Appendix- "G"

FINANCIAL STANDING DECLARATION

(To be given on Company Letter Head)

Date:

To

The Inspector General
Frontier Headquarters
Border Security Force
South Bengal

Sub : **SELF-DECLARATION FOR FINANCIAL STANDING**

-

-

GeM Bid Reference No..... Dated

Name of Item:- _____

-

Dear Sir,

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

-

Yours Faithfully,

(Signature of the Bidder with official Seal)

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-

-

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Appendix- "H"

GFR 144 (XI) COMPLIANCE CERTIFICATE

-

Date:

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

We hereby certified that..... (Name of firm/bidder) fulfils all requirements in this regards and is eligible to be considered".

Company Stamp

Authorized signatory

-

Appendix- "I"

GeM Bid

Dated

ACCEPTANCE OF TERMS & CONDITIONS OF BID

1. I/We have downloaded/obtained the GeM bid document(s) for the above mentioned 'Bid' from the web site(s) namely; GeM portal on date.....
2. I/We hereby certify that I/We have read the entire terms and conditions of the bid documents (including all documents like specification, Bid details(s), Buyer Added Bid specific Terms and Conditions(s), Buyer Added Bid specific ATC, buyer uploaded ATC documents, Quality Assurance Plan document and etc., and I/We shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s), if any, issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s)/corrigendum(s) in its totality/entirety.

5. I/We do hereby declare that I/We have read and understood the entire specifications/requirements laid down in the Bid document and have prepared the bid in compliance with the requirements specified in the document.
6. I/We certify that all information and documents furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the blacklisted for 02 financial years absolutely.

Yours faithfully,

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

-

Appendix- "J"

(On Firm's Letter head)

-

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

-

Tender No. _____ dated _____

01.	Name of Firm	Office Address of firm, Phone No., Fax No. & Email ID	Firm's Works Address as per Vendor Registration, Phone No. Fax No., Email ID	Type of Firm (Sole Proprietorship/ Partnership/Limited liability Partnership/ Private limited Company/Public limited company)	CIN/ LLP IN of Firm	GST Registration No. of the Firm
	(1)	(2)	(3)	(4)	(5)	(6)
02.	Name of all Owner (s)/ Director (s) of firm	Father's/Husband's name of all Owners / Director(s)	DIN	Full Residential Addresses	Aadhar Card of Owner/ Director (s) of firm be attached	Udyam registration certificate No., attach a copy
	(1)	(2)	(3)	(4)	(5)	(6)

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03. **WE HEREBY DECLARE AND CONFIRM THAT** no bid has been submitted for the quoted item by any other Private Limited or Public Limited Company or Limited Liability Partnership (LLP) or Partnership firm or Proprietor Firm in which any Director or Partner or Proprietor of Bidder Firm is a Director, Partner or Proprietor. The work “relative” is defined as under:-

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

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

04. **WE FURTHER DELCARE THAT** we have carefully read and understood the clause relating to “conflict of Interest” of Tender No. _____.

05. **WE HERE BY CERTIFY THAT** our firm M/s _____ (firm name) _____ do not have any **Conflict of Interest** with other bidders for particular quoted item viz _____ (item name). we hereby declare and confirm that the above information and particulars are true and correct.

For _____ (firm name)

Place :-

Date :-

Signature of Director/ Partner/
Proprietor/ Authorized Signatory
Name : _____
Designation : _____
(With official Stamp)

33. **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 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.

34. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

35. **Warranty**

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

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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase

Preference sections of the bid, unless otherwise allowed by GeM GTC.

16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---