

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-05-2025 14:30:00
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	Ig Bsf Spl Ops Chhattisgarh
क्रेता ईमेल/Buyer Email	swarup102@bsf.nic.in
Total Quantity/कुल मात्रा	7425
Item Category/मद केटेगरी	Common Proofed Canvas / Duck and Paulins (Tarpaulins) as per IS 2089 (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	8 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	64 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
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *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

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	MSME-Meerut UP
Quality Assurance Plan document	1746602981.pdf
Estimated Bid Value/अनुमानित बिड मूल्य	1664000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). 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
IG HQ (Spl Ops) BSF Chhattisgarh, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs
(Anand Pratap Singh, Ips)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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Reserved for MSE

Reserved for MSE	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM 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. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, 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 to participate in this bid. 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 based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

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

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

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

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

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

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

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

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

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

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

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

Common Proofed Canvas / Duck And Paulins (Tarpaulins) As Per IS 2089 (7425 square meter)

(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)

Bis Required	Yes
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Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Technical Specification of the Product	As per IS 2089 - 1977 (Latest)
Rot-Proofing	Rot-Proofing Agents (which do not leach out)	Copper Naphthenate (conforming to IS 1078-1987), Zinc Naphthenate
Construction of Tarpaulins	Base Fabric of Common proofed Canvas/Duck (conforming to anyone of the varieties of IS 14022-1970 or IS 1424-1970)	Cotton Duck
Common Proofing Mixture	Common proofing mixture prepared with the ingredients consisting	Paraffin wax
	Base material may be dyed	Yes
Rope lashing	Rope Lashing Type	Indian Sisal (Aloe fibre) (conforming to IS: 1321-1970), Hemp Rope (conforming to IS: 5176-1969)
Sewing Thread	Sewing thread	165 tex X 3 linen thread (minimum breaking load of 8 kgf (single thread breaking load on 50 Cm test length using constant rate of traverse machine))
Twine Whipping	Twine Whipping (Cotton thread conforming to variety No)	Variety No. 8 of IS 1720-1969
Eyelets	Eyelets Material (conforming to size 30 of IS 4084-1967)	Aluminium Alloy NS3

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Construction	Panel Joint	Flat (Lap) Joined
Test Reports	Availability of Test Report from Central Govt/NABL/ILAC Accredited Lab to prove conformity of product to the specifications	Yes Or higher
	Test reports to be furnished to buyer on demand, if claimed to be available (Please select "Not Applicable" in case test report is not available)	Yes
Advance Sample	Agree to provide Advance Sample for buyer's approval before commencement of supply (Applicable in case of orders placed against bid and not applicable in case of Direct Buying)	Yes

Additional Specification Parameters - Common Proofed Canvas / Duck And Paulins (Tarpaulins) As Per IS 2089 (7425 square meter)

Specification Parameter Name	Bid Requirement (Allowed Values)
Rope lasing type	Indian Sisal (Aloe fibre) (conforming to IS : 1321-1970.
Size of Tarpaulin	7.5 x 5.5 Mtrs per Tarpaulin (180 Nos)
Rot-Proofing Agents (which do not leach out)	Copper Naphthenate (conforming to IS 1078-1987) or Zinc Naphthenate
Common Proofing	Common proofing mixture shall be prepared with the ingredients consisting essentially of paraffin wax, a suitable pigment and aluminium stearate.
Sewing thread	165 tex x 3 linen thread having a minimum braking load of 8 kgf (Single thread braking load on 50 cm test length using constant rate of traverse machine) or rot-proofed cotton thread conforming to variety No. 19 or 43 of IS : 1720-1969 shall be used.

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Swarup Saha	490006,THQ IG SPL OPS, BSP Hr Secondary School, Opposite SBI- Maroda Uttai Risali sector, Bhilai	7425	60

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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.

3. Generic

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

4. Generic

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

5. Scope of Supply

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

6. 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):

As per ATC of Buyer added para 14

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

7. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

8. **Certificates**

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

9. **Sample Clause**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 15 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 15 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

10. **Forms of EMD and PBG**

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

IG HQ (Spl-Ops) BSF Chhatisgarh
payable at

SBI Maroda Branch, Risali, Sector, Bhilai, Chattisgarh

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

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITION

1.	In lieu of EMD/Bid Security under Rule 170 (iii) if GFR 2017, MSEs/Start-up/Exempted categories shall submit Bid Securing Declaration as per format attached to this bid, failing which the offer shall be rejected during initial Scrutiny/stage and no representation shall be considered. (Performa of Bid securing Declaration certificate attached as Appendix-'A')
2.	Participated firms should submit a Self-declaration that the bidder is not under watch list/banned/suspended/blacklisted by any Govt. department. (Performa attached as Appendix-'B').
3.	<u>Bidder financial standing:</u> 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. (Performa attached as Appendix-'C')
4.	<u>UNDERTAKING CERTIFICATE FOR CARTEL FORMATION</u> : - The firm/bidder is required to submit the undertaking certificate for non - submission of bid through cartel formation with the bid documents for supply of bid required stores as part of cartel with other vendors and will be quoting competitive rates in the instant gem bid called by BSF FTR (Spl Ops) Chhattisgarh and consideration/acceptance for de-list/blacklisted for 02 years if found involved in such cartel formation from any of the departments or through documents failing which the offer shall be rejected. (Performa attached as Appendix-'D')
5.	Warranty period of the supplied products shall be 01 year from the date of final acceptance of goods at consignee location. OEM Warranty certificates must be submitted by successful Bidder at the time of delivery of Goods. The Seller should guarantee the replacement of goods in case of any defects during the guarantee period. (Performa attached as Appendix-'E')
6.	The firm/bidder is required to be submitted an undertaking that their firm has not defaulted in the supply of any contract issued by any Government department in last 2 years in any consignee. In case of firm has defaulted, it will mention in the undertaking i.e. GeM contract number, date of default, penalty imposed or buyer concern details and any other details/remarks. If the undertaking found false /manipulative/misleading, the firm shall be blacklisted for 02 years from BSF. (Performa attached as Appendix-'F')
7.	The firm/bidder is required to be submit an undertaking certificate that their firm has never submitted any Fake/Forged/Misleading/Manipulated documents in any of the government department in the last 02 (two) years and their documents have never been found Fake/Forged/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 years from BSF. (Performa attached as Appendix-'G').
8.	The bidder/OEM is required to submit Certificate of Manufacturer/OEM (Performa attached as Appendix-'H')
9.	The bidder/OEM is required to provide Dedicated /toll Free Telephone No. for Service Support. (Performa attached as Appendix-'J')

10.	Participation firm should submit in their letter pad that, firm has accepted all terms and condition mentioned in the instant bid. (Performa attached as Appendix -'K')
11.	<u>Bid reserved for MSE & Purchase Preference for MII:</u> Bidder to upload certificate regarding percentage of the local content and the details of locations at which the local value addition is made along with their bid. (Performa attached as Appendix-'L')
12.	<u>Compliance of GFR Rule 144 (x):</u> Bidder should submit a certificate in compliance of MoF (DoE) OM No.F.7/10/2021-PPD (1) dated 23.02.2023 i.e a bidder is not from a country sharing land border. (Performa attached as Appendix- 'M')
13.	Undertaking of Fall Clause- Given in ATC Documents - N)
14.	<u>Testing Sample:</u> - The testing of bulk sample during PDI will be carried out by NITRA/MSME/SBG Services Tata project Ltd Hyderabad/Quality Austria Central Asia Pvt Ltd Delhi/Aaditech Inspection & Services Pvt Ltd Delhi/Phistream consulting Pvt Ltd Noida/Quality Evaluation and system Team Pvt Ltd/GEO-CHEM Laboratories Pvt Ltd/ Excel Surveyors Pvt Ltd/SGS India Pvt Ltd/RITES/Eskaps/CQA(T&C)/CQA(GS). The PDI testing charges would be borne by the seller. 03 (three) advance sample will be sent by L-1 Firms duly tested by from above mentioned any of the Labs only. The PDI and Lab testing charges would be borne by the seller. Declaration whether the bidder is agreed/accepted the PDI agencies. (Performa attached as Appendix- 'P')
15.	<u>CVC Guidelines:</u> The Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender (CVC – Guidelines issued vide Circular No. 03/01/12(12-02-6 CTE/SPL (1)-2/167030 dated 13 Jan 2012 refers). CVC guidelines should be followed meticulously and a certificate in this regard will be furnished by the bidder. (Performa attached as Appendix- 'O')
16.	<u>Lab Test Report:</u> Lab Test Report is required to be submitted by the tender along with the technical bid documents in a at least one of the last 3 years before the bid opening date duly inspected by NABL Accredited Labs/MHA captive agency for conformity of all the parameters as per bid requirement specification of the store.
17.	All participated firms should submit complete Udhyaam registration certificate containing NIC code i.e 13925 failing which their bid shall be rejected.

18.	<p><u>Disclaimers and right of procuring entity :</u></p> <p>The issue of the bid document does not imply that the procuring entity is bound to select BIDs and it serves the right without assigning any reason to :</p> <ul style="list-style-type: none"> (a) Reject any or all the bids : or (b) Cancel the tender process: or (c) Abandon the procurement of the goods: or (d) Issue another tender for identical or similar goods (e) Reserve the right to accept or reject bids with any all deviations.
19.	<p>Bidders are advised to check applicable GST on their own quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (Whichever is lower) subject to the maximum of quoted GST%.</p>
20.	<p><u>Registered Brand:</u> 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 failing which the offer shall be rejected at initial stage.</p>
21.	<p><u>Liquidated Damages:</u> If the Seller fails to deliver any or all of the Goods/Services within the original/Time period(s) specified in the Contract, the Purchaser will be entitled to deduct/recover the Liquidated Damages for the delay, (unless covered under Force Majeure conditions prescribed on GeM), @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10 % of the contract value without any controversy/dispute of any sort whatsoever.</p>
22.	<p><u>RISK PURCHASE CLAUSE:</u> - If the supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods. Items without cancelling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery and if thought fit/necessary, to purchase the items at the risk and cost of the Supplier. The price differential in case of higher cost to purchaser, if any shall have to be borne by the defaulting supplier. Moreover, the defaulting supplier shall have no claim over the quantity, which they failed to supply. It is the discretion of BSF either to leave penalty clause 7/9 and accepts delayed deliveries or proceeds with the alternate procurement plant 7/9 invoking the risk purchase clause.</p>

23.	<p><u>Force Majeure Clause: -</u></p> <p>A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause</p>
24.	<p><u>Survey of Store :-</u> After receipt of stores, a board of officers detailed from this HQ will carry out survey the store and has right to accept or reject the supplied store fully/partially, owing the reason of substandard quality/not as per prescribe specification/QR etc.</p>
25.	<p><u>EPBG :-</u> Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of IG FTR HQ (SPL OPS) BSF CHHATTI SGARH .The bank should certify on it the deposit can be withdrawn only on the demand or with the sanction of the pledge. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract</p>
26.	<p>All firm/bidder is required to be submitted photo copy of firm PAN card, GST registration certificate and proprietor Aadhar Card with the bid documents.</p>

27.	<p><u>CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:</u></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if:</p> <ol style="list-style-type: none"> They have controlling partner (s) common: or They receive or have received any direct or indirect subsidy/financial stake from any of them: or They have the same legal representative/agent for purposes of this bid: or They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder. Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid. In case of a holding company having more than one independently manufacturing units. Or more than one unit having common business ownership/management. Only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sisters. Common business. Management unit is same/similar line of business. <p>(Performa attached as Appendix - 'R')</p>
28.	<p>OEM firms are only eligible to get benefits for MSE/Start-ups. Firm should submit valid documents along with bid.</p>
29.	<p><u>CONSIDERATION OF BIDDER/OEM TURNOVER CRITERIA:</u></p> <p>The minimum average annual financial turnover of the bidder/OEM of the offered product during the last 03 year ending on 31st March of the previous financial assessment year i.e, 2022-23, 2023-24 & 2024-25 will only be considered. In case the date of constitution/incorporation of the OEM is less than 03 years old, the average turnover in respect of the completed financial assessment year after the date of constitution shall be taken into account for these criteria. If the firm doesn't update the turnover details on the GeM portal duly verified from ITR from last three assessment financial years the offer shall be rejected.</p>

30.	<p><u>Right to rejection :</u> - Store will be accepted after inspection and only if they are found up to the standard specification. The decision of the BSF shall be final as to the quality of the stores and shall be binding upon the tenders and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers 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 acceptance or articles will be made only when the article are inspected and found upto the standard specification and free from all defects. The rejected stores must be removed by the tenderers from the consignee's premises within 15 days from the date of the intimation about rejection at the risk and cost of the tender. The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, storage, damage that may occur to it while it is in the premises of the consignee.</p> <ol style="list-style-type: none"> The tender may be cancelled at any stage at the discretion of competent authority without reason as per clause 173 of GFR 2017. The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are to found be substandard, inferior and not meeting the QRs. 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.
31.	<p><u>Dispute resolution between the buyer and the seller/service provider:</u> The clause No. 16 as mentioned in General Terms & Condition on GeM 4.0 (Version 1.12) dated 16th August 2023 should also invariable be added.</p>
32.	<p>While dispatching the stores to the consignee location by L1 firm should be submitted PDI report alongwith testing report as drawn for testing by laboratory mentioned in Srl No. 14 in original, otherwise stores will not be accepted.</p>

Appendix - "A"

GeM Bid No _____

Dated _____

BID SECURING DECLARATION CERTIFICATE (On Firm's Letter head)

To

Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

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

Yours Faithfully

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

Appendix - "B"

BID No _____

Dated _____

FORMAT OF UNDERTAKING FOR BLACKLISTED (On Firm's Letter head)

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

01. We M/s _____ do hereby undertake that our firm has not been watch listed/blacklisted/suspended or banned by any Govt. department/public sector undertaking/ corporate organization.
02. We M/s _____ do hereby undertake that our firm has not under liquidation, court receivership or similar proceedings and also not bankrupt on any account.

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

Appendix - "C"

BID No _____

Dated _____

FORMAT OF UNDERTAKING FOR BIDDER FINANCIAL STANDING (On Firm's Letter head)

To

Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

We M/s _____ (write name of the firm) declares that our firm is not under liquidation, court receivership or similar proceedings. The Company is also not bankrupt.

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

Appendix-‘D’

—
UNDERTAKING FOR CARTEL FORMATION

(On Firm’s Letter head)

For Bid No. GEM/2024/B/_____

Dated: 00-00-2024.

We _____ Hereby, give an undertaking that as a Registered Vendor on the GeM Portal for manufactures 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 (Spl Ops) Chhattisgarh.

We _____ are aware of the fact that the registering authority i.e GeM portal may de-list the name of our firm approved vendors on the GeM portal as well as concerned department for two (02) years. If found confirmed/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)**

Appendix-‘E’

UNDERTAKING FOR COMPLIANCE TO WARRANTY CLAUSE

(On Firm’s Letter head)

—
For Bid No- GEM/2024/B/-----
2024.

Dated- 00-00-

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

We M/s_____ having registered office at_____ and
ertake that the Warranty period of the supplied products shall be 01 Year **from** t
he date of final acceptance of goods

Yours Truly

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

APPENDIX-'F'

DECLARATION FOR SUCESSFULLY SUPPLYING OF STORES

(To be given on Company Letter Head)

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sub: DECLARATION FOR SUCESSFULLY SUPPLYING OF STORES

GEM BID Reference No:_____ Dated_____

Name of Item:_____

Dear Sir,

We_____ hereby declare that we have succe
ssfully supplied the Govt stores without any cancellation of contracts from last t
wo financial years. In the event that the information is found to be incorrect/untr
ue 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'

NON- SUBMISSION OF FAKE DOCUMENTS DECLARATION

(To be given on Company Letter Head)

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

**Sub: DECLARATION THAT FIRM NOT SUBMITTING FAKE/FORGED/MISLEADING/
MANIPULATED DOCUMENTS**

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-‘H’

-
TO WHOM IT MAY CONCERN
UNDERTAKING FOR OEM CERTIFICATE.

Bid No. GEM/2024/B/-----

Dated: 00-00-2024.

Dear Sir,

We, M/S----- hereby declare that we are the OEM of the product.

Yours faithfully

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

APPENDIX-‘J’

Dedicated Telephone No. for Service Support

Bid No. GEM/2024/B/----- Dated: 00-00-2024.

Our Dedicated/toll free Telephone No. for service support is: -----

Yours faithfully

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

Appendix-'K'

ACCEPTANCE OF TERMS & CONDITIONS OF BID
(On Firms Letter head)

Bid No. GEM/2024/B/_____

Dated: 00-00-2024

Dear Sir,

1. I/We have downloaded/obtained the GeM bid documents(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 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/requirement 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 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-'L'

Bid No _____

Dated __/__/__

LOCAL CONTENT CERTIFICATE

(On Firm's Letter Head)

CERTIFICATE INDICATION PERCENTAGE OF LOCAL CONTENT REQUIREMENT FOR CLASS -I LOCAL SUPPLIER AND CLASS - II LOCAL SUPPLIER

S.NO	DETAILS	
I.	Type of supplier (Class-I local supplier or class-II local supplier)	
II.	Percentage of local content	
III.	In case the bid value is more than Rs 10 Crore the declaration relation 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	
IV.	Locations (s) at which the local value addition (address of manufacture unit process)	
V.	Debarment of violation of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) order dated 04/06/2020	

Your Faithfully

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

APPENDIX-'M'

Bid No _____

Dated __/__/__

(TO BE IN THE COMPANY LETTER HEAD)

Certificate regarding compliance of Ministry of Finance, Department of Expenditure, Public Procurement Policy Division Order No. F.No. 7/10/2021-PPD Dated 23.02.2023

I certify that.....
.....(name of the firm) is not covered by the definition of the bidder as per Public Procurement Division Order No. F.No. 7/10/2021-PPD Dated 23.02.2023 and is thus not required to be registered with the Competent Authority for this purpose.

OR

I certify that.....
.....(name of the firm) comes within the ambit of Public Procurement Division Order No. F.No. 7/10/2021-PPD Dated 23.02.2023 and for this purpose, it is registered with the Competent Authority, Valid registration certificate NO.....Dated..... issued by..... is enclosed.

(Strike off the portion not applicable)

_____	Signature of tenderer	:-	_____
_____	Name in block letter	:-	_____
_____	Name of firm	:-	_____
_____	Address	:-	_____

Appendix-‘N’

UNDERTAKING OF FALL CLAUSE
(On Firm’s Letter head)

Bid No _____

Dated __/__/__

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

We, M/s _____ (name of the firm) undertake that we have not supplied/is not supplying the similar systems or subsystem at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by us to any other Ministry/Department of the Government of India at a lower price than that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by us the Buyer, if the contract has already been concluded.

We shall strive to accord the most favoured customer treatment to the buyer in respect of all matter pertaining to the present case.

Your Faithfully,
(Signature of the Authorized Signatory of Bidder, with official seal)

Appendix - "O"

UNDERTAKING FOR CVC CIRCULAR NO.03/01/12 DATED 13.01.2012
(On Firm's Letter head)

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

Tender/GeM. Bid No. _____

We. M/S _____ under and accept the terms and conditions of the CVC Circular No. 03/01/12 dated 13.01.2012 and we are the Principal / OEM of the tendered store and will be participating in the tender enquiry and we have not authorized any agent / distributor to quote on behalf of our company

Yours Faithfully

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

Appendix - "P"

DECLARATION FOR INSPECTION AGENCY (PDI)
(On Firm's Letter head)

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

Tender/GeM. Bid No. _____

We. M/S _____ hereby declare that, I have understood that as per bid documents at columns "Inspection Required" it is mentioned "YES". I understand that, inspection is required and I have read the conditions mentioned in Bid Specific Additional terms and conditions and agree to get the stores inspected before dispatch (PDI) for mentioned in Bid ATC. It is discretion of the buyer to associate their Board of Officers along with authorized inspection agency.

Yours Faithfully

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

Appendix - "Q"

NON-DISCLOSURE UNDERTAKING
(On Firm's Letter head)

To

Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

I _____ (Name) _____ (Designation) of M/s _____ undertaking that the Tiff file handed over to M/s _____ pertaining to Coat Combat/Synthetic Web Equipment at No. _____ dated _____ will not be shared with any other firm which is not authorized by BSF. I further undertake that after executing the contract as per its terms and conditions, the above Tiff file will be returned to the purchaser i.e Board Security Force (BSF).

Place : _____

Date : _____

Yours Faithfully

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

Appendix-R

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

Bid No _____

Dated _____

01	Name of Firm	Office Address of firm, Phone No, Fax No & Email ID	Firms' Works Address as per Vendor Registration, Phone, Fax No E-mail ID	Type of Firm (Sole proprietorship/Partnership/Limited liability partnership/Private limited company/Public limited company)	CIN/LLPIN 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 Address	Aadhar card of Owner /Director(s) of firm be attached	Udyam Registration Certificate No.____ attach a copy.
	(1)	(2)	(3)	(4)	(5)	(6)

03. WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted for the quoted item by any of our Private limited Company or Limited Liability Partnership (LLP) or partnership 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) Owner 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.

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

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---