

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	04-06-2025 12:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	04-06-2025 12:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Home Affairs
<b>Department Name/विभाग का नाम</b>	Central Armed Police Forces
<b>Organisation Name/संगठन का नाम</b>	Border Security Force (bsf)
<b>Office Name/कार्यालय का नाम</b>	Commandant 06 Bn Bsf
<b>क्रेता ईमेल/Buyer Email</b>	ramangupta@bsf.nic.in
<b>Item Category/मद केटेगरी</b>	Bus Hiring Service - Short Term - Outstation; 34-36; Non Deluxe (NDX); 300
<b>Contract Period/अनुबंध अवधि</b>	1 Month(s) 3 Day(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	5 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	2 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1178820
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	23576

#### 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).	6

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

DC

Commandant 06 Bn BSF, RANINAGAR, PATAKATA, JALPAIGURI (WB) Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs  
(Ashok Kumar Tiwari)

### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. 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.
7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

8. 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

### **Bus Hiring Service - Short Term - Outstation; 34-36; Non Deluxe (NDX); 300 ( 27 )**

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

Specification	Values
<b>Core</b>	
Type of Service	Outstation
Vehicle Seating Capacity	34-36
Comfort Category	Non Deluxe (NDX)
Per Day KM(s) Usage	300
Per Day Hr(s) Usage	24x7
Fuel Type	Diesel
Year of Vehicle Model	2021
<b>Addon(s)/एडऑन</b>	

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Buses Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashok Kumar Tiwari	735133,6 BN BSF RANINAGAR, PATAKATA, WEST BENGAL	27	<ul style="list-style-type: none"><li>Number of Days during Contract Period for which service is required : 3</li></ul>

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

## 1. **Generic**

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

## 2. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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

Preference to Make In India products (For bids less than 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

## 5. **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.

## 6. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

## 7. **Service & Support**

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

#### 8. **Service & Support**

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

#### 9. **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.

#### 10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **• GENERIC**

- i. **Firm shall ensure that the invoice is raised in the name of consignee with GSTIN of Consignee only.**
- ii. **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).**

**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.

#### **1. Bid Securing Declaration: -**

MSEs/Startup or any other entity exempted for EMD, they shall submit bid securing declaration (in lieu of EMD) alongwith bid documents f

ailing which their offer shall be rejected during initial stage. The reseller/ authorized 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. 21/5-50 dated 19 Jan 2022 may be typed which is as under :-

## **Appendix 'A'**

Open Tender Enquiry No. \_\_\_\_  
Dated\_\_\_\_\_

### **BID DECLARATION CERTIFICATE (On Firm's Letter Head)**

To,

The Commandant,  
6 Bn BSF, Raninagar  
Jalpaiguri, (WB), Pin- 735133

Sir,

Tender/Gem Bid No\_\_\_\_\_dated\_\_\_\_\_we, M/S\_\_\_\_\_under take that if we withdraw or modify our bid during the period of validity or we are awarded the contract and we fail 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

Your Faithfully

(Signature of the Authority Signatory of Bidder with official seal)

2 Maximum parameter such Aadhaar Number, GST Registration , ITR etc. should be included/uploaded in bid documents /tender by bidder s/Firms.

**B' Appendix 'C'**

Open Tender Enquiry No. \_\_\_\_  
Dated\_\_\_\_\_

To,

The Commandant,  
6 Bn BSF, Raninag  
ar  
Jalpaiguri, (WB), Pin- 735133

**CERTIFICATE**  
(On Firm's Letter Head)

Sir,

Tender/Gem Bid No \_\_\_\_\_ dated\_\_\_\_\_we, M/S\_\_\_\_\_

\_\_\_\_\_undertake that if Vehicles/Buses run entire route require d any help/defects. The telephone numbers are as under:-

1)

2)

3)

Your Faithfully

(Signature of the Authority Signatory of Bidder with official seal)

**Appendix 'C'**



Open Tender Enquiry No. \_\_\_\_\_

Dated

**BIDDER FINANCIAL STANDING UNDER TAKING**

**(On Firm's Letter Head)**

To,

The Commandant,  
6 Bn BSF, Raninag  
ar  
Jalpaiguri, (WB), Pin- 735133

Sir,

Tender/Gem Bid No \_\_\_\_\_ dated \_\_\_\_\_ we, M/S \_\_\_\_\_

\_\_\_\_\_ are not under liquidation, court receivership or similar proceedings, should not be bankrupt.

Your Faithfully

(Signature of the Authority Signatory of Bidder with official seal)

**3. BID SPECIFIC TERMS AND CONDITONS SCHEDULE OF REQUIREMENT**

S/N o	From	To	Distance (In KM) Approx	Type of vehicle	Nos of vehicle required	Proposed dated Requirement
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01	Samba Railway Station	THQ Naugam ( J&K)	390 KM to 400 KM	34 to 36 seater Bus	<b>27 Nos</b>	As per the tentative movement date 11.07.2025 to 14.07.2025. Hence, requirement of vehicle will be intimated for loading purpose at consignee location after placing of supply order
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1. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and screen of GST portal confirming payment of GST.
1. Maximum parameters such as **Aadhar Number, GST Registration, ITR, etc**, should be included/uploaded in bid documents/tender by bidders/Firms.
2. Total 27 Nos 34-36 Seater bus along with 2 drivers with each Bus.
3. Bidders have to provide the Bus at Bn HQ 6 Bn BSF, Raninagar, Jalpaiguri, ( WB), Pin-735133 on placing the supply order.
4. Rate quoted will be inclusive of all charges like **road tax, toll tax, etc**.
5. Replacement of Bus to be provided by successful bidder, in case mechanical failure/any other failure enroute in Bus at no extra cost. Loading unloading of vehicle on that case will be borne by the bidder.
6. Shifting of Govt stores from Bn HQ 6 Bn BSF Raninagar, Jalpaiguri (WB) 735133 and date of movement of vehicle may change as per instructions of higher headquarters, if any.
7. After award of the contract, the successful bidder (L1-) may be cancelled if any instructions of Higher Headquarters are received in this regard.
8. Age of drivers should not be less than 18 years.
9. Both the drivers must have valid driving license.
10. All vehicles should be in good condition with valid RC, Pollution checked certificate and insurance.

11. Loading Buses may be halted for 2 to 3 days in Samba railway station or nearby BSF location for want of Road Opening Party being militance Prone hill area in J&K region without any additional charges.
12. Penalty for non-providing replacement of defective vehicle within the 02 Hrs @0.5% of the fare of the vehicles for additional hours there after expiry of allotted time will be recovered from the successful bidders/transporter agency.
13. Warranty to be effected that they will make available required number of vehicles of the fixed premises will be the responsibility of the transporter only.
14. The repair and maintenance cost shall be borne by the Bus owner at his own cost.
15. The approved bidder/transport agency will have to ready to provide Bus as per Bid specification of approved rates basis of schedule date and time.
16. In case of damage/defect in the Bus, the successful bidder/transport agency shall make alternative arrangement within one/two hours and unloading and loading carried out by bidder without any cost.
17. The successful bidder/transport agency shall submit mobile number and valid copy of driving license and ID proof of drivers along with police Verification of Character Antecedent by 11/07/2025.
18. BSF will not be responsible for any incident/accident. No claim of any damage of men and material due to any mishap/accident.
19. The manpower deployed should maintain polite & courteous behavior towards the buyer. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours use of abusive language, theft, shall attract penalties.
20. The permission for halting of vehicles will be accorded by the BSF Convoy Comdr. The drivers and Co- Drivers will be under the command and control of the convoy Comdr and should not leave Vehicle without prior permission.
21. Shifting of store from one vehicle to another vehicle shall not be permitted enroute.
22. **The Commandant, 6 Bn BSF reserve the right to reduce or enhance** the number of vehicles without assigning any reasons before finally placing the demand of vehicles.

23. The rate once quoted by the firm and accepted by the Competent BSF authority will not be change irrespective of hike in petrol or diesel prices or any other eventuality.
24. Any change in the date and time of move will be notified earlier but no-compensation shall be claimed by the driver/transporter agency for the same.
25. All the accessories such as good quality tarpaulin and ropes etc are required for safe carrying of stores by the vehicles are to be arranged/provided by the bidders.
26. At least one mechanic from the transporter side shall also be provided for convoy with minimum running spares & tool kit with each vehicle.
27. Buss will report 01 day prior to the day of the movement to facilitate the smooth journey of troops.
28. Bidder has to submit an undertaking that their firm has never submitted any fake/forged/edited/misleading documents in any of the Govt. Deptt in the last 3 years and their documents have never been found fake/ forged/ edited/ misleading by any Govt. department in the last 3 years.
29. Re-sellers and authorized dealers or any other entity applicable for EMD and will submit EMD instead of Bid securing declaration if EMD is not submitted the firm will be disqualified at the initial stage itself.
30. Assigned route will be utilized during movement of main body of Unit.
31. No extra cost for halting will be paid.
32. The Bidder should be registered with state Govt or any Govt Departments. The relevant certificate be uploaded.
33. Payment to made to L-1 firm as per actual distance covered by Bus verified by consignee.

#### • **Risk Purchase Clause**

I. In the event of failure of transporter/dealer 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 user will have the right to hire the subject service elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier.

II. In the event of contract being cancelled for any breach committed and the hiring effecting re hiring of the vehicles at the risk and cost of contractor/transporter /dealer, the user is not bound to accept the lower offer of Benami of allied sister concern of the contractor.

#### • **Force Majeure Condition**

- i. 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 90 days, either party may at its option terminate the contract provided also that the user shall be at liberty to take over from the service provider at a price to be fixed by user, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the service provider at the time of such termination or such portion thereof as the user may deem fit excepting such materials, bought out components and Goods as the service provider may with the concurrence of the user elect to retain.

• **Liquidated Damage**

- (i) In case the firm does not complete the service 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/services 2017, MOF.

• **Arbitration**

The latest General Terms and Conditions on GeM 4.0 (Version 1.7) clause No.16. 2(Arbitration) is as under :-

- (i) 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.

- (ii) In cases where the total value of the Contract is less than INR 1,00,00,000/- (Indian Rupees one Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.
- (iii) 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.
- (iv) 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).
- (v) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
- (vi) The cost of the Arbitration shall be equally borne by both the Parties.
- (vii) 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.
- (viii) The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principle place of business of the Buyer department/organization is located.

## **• CERTIFICATE**

- (i) Participated firms should also submit certificate (a/w bid docs) in their letter pad that "Firm has accepted all terms and conditions mentioned in the instant bid".
- (ii) If any doubt on the service provider/firms submitted relevant documents i.e. turnover, experience supply orders and other bid documents are liable to be verified by the BOOs or competent authority. If found incorrect / fake, the bidder shall be blacklisted for 01 year.
- (iii) All participated firms should submit complete Udhyaam registration certificate with all Annexure.

- (iv) Bidder has to submit an undertaking 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 backlisted for 02 years from BSF.
- (v) Bidder has to give an undertaking on letter head that their firm has not defaulted in the supply of any contract issued by any government Department in last 2 year in any con signee. If the undertaking found false/manipulative/misleading. The firm shall be backlisted for 02 year from BSF.
- (vi) Participated firms should submit a self-declaration that the bidder is not under watch list/banned/ suspended/blacklisted by any Govt. Department.
- (vii) 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.

## • **CONSIDERATION OF BIDDER/OEM TURN OVER CRITERIA**

i. The Minimum average annual financial Turnover of the bidder/OEM of the offered product during the last 03 years ending on 31st March i.e 2021-22, 2022-23 & 2023-24 will only be considered. In case the date of constitution/incorporation of the OEM is less than 03 years old, the average turnover in respect of the completed financial assessment year after the date of constitution shall be taken into account for these criteria. If the firm do not update the turnover details on the GeM portal duly verified from ITR from last three assessment financial years the offer shall be rejected.

## • **BIDDER FINANCIAL STANDING**

I. The bidder should not under liquidation court receivership or similar proceeding, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## • **DISCLAIMERS AND RIGHTS OF PROCURING ENTITY.**

I. The issue of the bid documents does not imply that the procuring entity is bound to select BIDs and it reserves the right without assigning any reason to :-

- a) Reject any or all of 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.

### **CVC GUIDELIENS**

- I. The Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same items/product in the same tender (CVC Circular No. 03/01/12 dated 13.01.2012 refers)

### **DISPUTE RESOLUTION BETWEEN THE BUYER AND THE SELLER/ SERVICE PROVIDER**

- I. Dispute resolution between the buyer and the seller/ service provider 16.1 Conciliation :

II. The Parties (i.e., the Buyer and the Seller/ Service Provider) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.

iv) In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.



## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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 governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**