

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	20-03-2025 14:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	20-03-2025 14:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (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>	Ftr Hq Bsf Guwahati
<b>क्रेता ईमेल/Buyer Email</b>	ssharma1979@bsf.nic.in
<b>Total Quantity/कुल मात्रा</b>	61
<b>Item Category/मद केटेगरी</b>	Computer Printer (V2) (Q2)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	13 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>	50 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,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
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	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Estimated Bid Value/अनुमानित बिड मूल्य	2600000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	78000

#### 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).	38

(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 :**

INSPECTOR GENERAL

FTR HQ BSF Guwahati, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs  
(Inspector General Ftr Hq Bsf Guwahati)

#### **MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product

having highest value should meet this criterion.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 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:

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

## Computer Printer (V2) ( 61 pieces )

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

### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic	<b>Print Technology</b>	Laser
	Cartridge Technology	Separate Toner and Drum
	<b>Type of Printing</b>	Monochrome (Black)

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Paper Size	A4 and Legal, A3, A4 and Legal Or higher
	Operating System Compatibility	Windows 10 and Above, Linux, Mac OS, Windows Server
Printing	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in PPM)	41 to 45, 46 to 50, 51 to 55, 56 to 60, 61 to 65, 66 to 70 Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in PPM)	Not Applicable Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono (in PPM)	Not Applicable, 1 to 5, 6 to 10, 11 to 15, 16 to 20, 21 to 25, 26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60 Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A3 Size-Colour (in PPM)	Not Applicable Or higher
	Auto Duplexing Printing (2-Sided Feature)	Yes Or higher
Paper Handling	Number of Main Paper Trays	1
	Total Paper Tray Combined Capacity (Number) at 75 GSM	201 to 300, 301 to 400, 401 to 500, 501 to 1000, 1001 to 2000 Or higher
Connectivity	Connectivity	USB Port, Ethernet Port, Wi-Fi
	Accessories Provided	USB Cable
Performance	Minimum Duty Cycle (Number of Prints/Month)	50,001 to 1,00,000, 1,00,001 to 1,50,000 Or higher

**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	Suresh Sharma	781017,Ftr HQ BSF Guwahati Post Azara	61	45

**Special terms and conditions-Version:3 effective from 31-01-2025 for category Computer Printer (V2)**

1.

For Buyers		
1	Product Verification	The buyer/consignee shall verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.
2	Warranty	<ol style="list-style-type: none"> <li>1. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate.</li> <li>2. The product in GeM marketplace (Direct Purchase &amp; L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.</li> <li>3. Buyer shall verify the actual number of prints completed by the printer at the time of delivery (to ensure that the product has not been in use prior to delivery to the buyer) and may be verified using the printer's built-in print counter or an equivalent tracking system as available with OEMs.</li> <li>4. Buyer may please note that warranty does not cover any consumables i.e. Cartridges/Toner/Ink/Developer and such consumables.</li> </ol>
For Sellers		
3	OEM Website Link/Part No for product verification	The OEM shall provide the OEM website link to the buyer at the time of delivery. The offered model details/configuration should be available on the OEM's website. A device serial number must also be provided at the time of supply, which must also be mentioned on the product supplied. The buyer/consignee must be able to verify the complete product details, including configuration, through the provided OEM website link.
4	Warranty	<ol style="list-style-type: none"> <li>1. The seller shall furnish a valid warranty Certificate/Tag in physical or digital format from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care centre.</li> <li>2. The product in GeM marketplace (Direct Purchase &amp; L1 purchase) comes with a standard warranty of 1 year only and additional warranty may be opted for via the bidding process.</li> <li>3. The warranty period will be valid for the specified number of years or until the printer reaches the OEM-defined Minimum Number of Prints within the Warranty Period, whichever is earlier, i.e. once the printer meets either the Minimum Number of Prints within the Warranty Period or the time duration specified, the warranty coverage will end.</li> <li>4. The actual number of prints completed by the printer during the warranty period may be verified using the printer's built-in print counter or an equivalent tracking system.</li> </ol>
5	Compliance of extended producer's responsibility	With effect from 1st April 2023, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalogue parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.

## 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**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

## 3. **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.

## 4. **Generic**

IT equipment shall be IPv6 ready from day one.

## 5. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

## 6. **Generic**

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

## 7. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

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

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

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

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

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



policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

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

#### 10. **Service & Support**

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

#### 11. **Service & Support**

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

#### 12. **Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

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

Buyer Added text based ATC clauses

1. Bidder will upload a self-certificate stating that his firm has not been blacklisted by any Govt/PSU agencies in recent past and also not under liquidation/court receivership/similar proceedings.
2. All bidders should upload copy of bid security/EMD @ 3% of estimated cost in the shape of bank draft in favour of IG Ftr HQ BSF, Guwahati (Public fund) payable in SBI with bid documents followed by hard copy through speed post which shall be received within 05 days after end of technical bid.
3. **Bid Securing Declaration :-** MSEs/Startup or any other entity if exempted for EMD, they shall submit bid securing declaration (in lieu of EMD) along with bid documents **failing which their offer shall be rejected during initial stage.**

Gem Bid No. \_\_\_\_\_

Dated \_\_\_\_\_

**BID SECURING DECLARATION CERTIFICATE**

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

To,  
Inspector General  
Border Security Force(BSF)  
Frontier Head Quarter, Guwahati

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 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 the being eligible to submit bids for contract with procuring entry i.e Border Security Force (BSF), Ministry of Home Affairs.

Yours Faithfully

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

**4. MISC:-**

- i) If an agent submit bid on behalf of principal/OEM itself can bid but both cannot bid simultaneously for same item/product in the same tender (CVC Circular No. 03/01/12 dated 13.01.2012 refers).

**5. Checking By Seller Before Dispatch:-**

- i) Before dispatch of the stores from Seller's premises, the seller has to check and confirm that the stores fully meet the QRS/Specifications and Inspection Clauses as per Contract/bid.
- ii) The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are found to be substandard, inferior and not meeting the QRs/Specification as per bid/Contract.

**6. Documents to be submitted by OEM/Re-Seller/Authorized Dealer:-**

- i) If the bidder is OEM, relevant certificate to be provided.
- ii) If the bidder is Re-Seller/Authorized Dealer then Manufacturer's Authorization Certificate (bid number and dated should be mentioned) and also manufacturer's confirmation of extending the required warranty for the product should be enclosed with the Bid.

7. All undertaking and terms and conditions should be accepted and uploaded by the bidders on the letter head of firm participating in the bid along with acceptance of ATC.

8. **Inspection:** - LaserJet Printer supplied by the firm will be inspected at Ftr HQR BSF Guwahati.  
i. Consignment will be rejected if the LaserJet Printer are not found as per QRs/TDS/Specifications.

9. The Re-seller/ authorized dealers are not exempted for EMD. **EMD will be submitted by a ll reseller/ authorized dealer. Without EMD, the bid of Re-seller/authorized dealer will be straight way rejected during initial scrutiny and no opportunity will be given during review representation.**
10. Bidder has to submit an under taking on their letter head that their firm has never submitted any fake/forged/edited misleading documents in any of the government department in the last 02 year and there document have never been found fake/forged/edited/misleading by any government department If undertaking is found false/manipulated/misleading comma the firm shall be blacklist for 02 year.
11. Bidder has to give an under taking on their letter head that, their firm has not defaulted in the supply of any contract issued by any government department in last 02 year. If they found false/manipulated/misleading, the firm shall be blacklist for 02 year.
12. All bidder should submitted bidder financial standing and non-blacklisted undertaking in following formate: -

To,  
Inspector General  
Border Security Force  
Ftr HQ BSF Guwahati  
Assam-781017

GEM BID No. \_\_\_\_\_ dated \_\_\_\_\_ It is certified that our firm is not under any liquidation, court receivership, similar proceedings or bankrupt and it is also certified that our firm has not been suspended / delisted / debarred/ blacklisted by any public or government organization on any ground.

Your faithfully

Signature of the authorized signatory of bidder, with official seal

13. Warranty certificate has to be submitted by all bidders on OEM letter head.
14. **Bidder/OEM Turnover Criteria:** - The minimum average annual financial turnover of last 03 years, ending on 31<sup>st</sup> March.
15. **Past Project Experience:-** GEM Contract along with CRAC.
16. Bidder has to submit undertaking for not-involved in any cartelization. In this instant Bid, if found involved in such cartel formation the firm will be rejected at initial stage of scrutiny and blacklisted/debarred for 2/3 years from participation in any procurement.
17. All participated firms should submit complete Udhyam registration certificate with all annex

ure.

18. Bidder must include the bid number with date in all the undertaking/certificates to be submitted.

19. **Item NIC 5 Digit code - 26204**

20. **LIQUIDATED DAMAGES:-** In case the firm does not complete the supply within the laid down agreed delivery period as per contract action will be taken against the firm as per clause 9.7.9, 9.7.10 & 9.7.11 of manual for procurement of goods 2017, MOF.

21. **Delivery of consignment:-** In case, the stores (either full or part) rejected the committee due to not meeting the quality/technical specification, the seller have to lift back the rejected stores within 15 (fifteen) days failing which demurrage charges as prescribed by railway authority will be levied. The charges will be recovered from the performance security deposited by the firm. Delivery date will be reckoned for levy of LD on receipt of complete consignment.

22. **Lab Test Report** is required to be submitted by the bidder along with the bid documents before the bid opening date duly inspected by any government authorized laboratory or National Accreditation Board for Testing and calibration laboratories (NABL) approved laboratory or International Laboratory Accreditation Corporation (ILAC) approved laboratory to prove conformity to the specifications

23. All the firm to provide copy of their GST registration certificate, PAN Card & Aadhar.

24. Part delivery of goods and part payment will not be considered. Accordingly, the bidders are advised to supply the entire stores in one lot through a single invoice. If firm intends to keep partial supply of goods at Ftr HQ BSF, Guwahati, PO-AZARA, the same may be allowed at the risk of the seller on their request, subject to availability of storage space and as per discretion of the buyer. However, the date on which full supply is received as per contract, shall be treated as the date of deliver.

25. **Start-up:** Start-ups shall submit certification of 'departmental for promotion of Industry and internal trade 5/7 (DPIIT)' with bid documents to get exemption.

26. The bidders should mandatorily to upload product data sheet, in case of any unexplained mismatch of technical parameters and certificates the bid is liable for rejection.

27. Warranty certificate will be submitted by all bidders on OEM letter head along with Bid.

28. Data sheet of LaserJet Printer to be attached with the technical bid and same should be available on OEMs' website. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, or Non-Compliance shall result in rejection of Bid.
29. Availability of Physical Service centre of Bidder/OEM in consignee locations (i.e Guwahati) and details to be furnished at the time of bid submission.
30. Valid and up-to-date ISO- 9001 certificate of OEM to be uploaded at the time of bidding.
31. There should not be any open incident on GeM portal against the Bidder, if found then bid will be straight way rejected during initial scrutiny.
32. The Bidders should upload a document (on their letter head) stating that they are abide by all the conditions in the Bid, ATC included.
33. Successful bidder can submit the performance security in the form of fixed deposit receipt also (besides PBG which is allowed as per GeM GTC). The bank should certify on it that the deposit can be withdrawn only on the demand or which the sanction of the pledge. For release of security deposit, the FDR will be released in favor of bidder by the 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 FDR document in place of PBG and has to ensure delivery of hard copy of original FDR to the buyer within the 15 days of award of contract.
34. **Conflict of Interest:**
- The firm shall submit the declaration in respect of **Conflict of Interest** as per Appendix-'I' along with the bid documents failing which their bid shall be rejected.

**APPENDIX -'I'.**

**DECLARATION IN RESPECT OF CONFLICT OF INTEREST**

Tender No. \_\_\_\_\_

Dated \_\_\_\_\_

1	Name of Firm	Office Address of firm, Phone No. Fax No. & Email ID	Firm's Works address as per Vendor Registration, Phone No. Fax No. Email ID	Type of Firm (Sole Proprietorship/Partnership/Limited liability partnership/Private limited company/public limited company)	CIN/LLPIN of Firm	GST Registration No. of the Firm
	(1)	(2)	(3)	(4)	(5)	(6)
2	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)

**We hereby declare and confirm that** no bid has been submitted for the quoted item by any other Private Limited or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm in which any relative of any Director or Partner or Proprietor of Bidder Firm is a Director, Partner or Proprietor. The work "relative" is defined as under :-

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

- (i) They are member of a Hindu Undivided Family ;
- (ii) They are husband and wife ; or
- (iii) One person is related to the other in such manner as prescribed below :-
  - a) Father including step-mother
  - 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.

3. WE FURTHER DECLARA THAT we have carefully read and understood the clause relating to "Conflict of Interest" of Tender No. \_\_\_\_\_.

4. We hereby certify that our firm M/s \_\_\_\_\_(Firm name)\_\_\_\_do not have any **Conflict of Interest** with other bidders for particular quoted item viz \_\_\_\_(item name).

We hereby declare and conform that the above information and particulars are true and correct.

For \_\_\_\_\_(firm name)

Signature of Director/Partner/

Prop Authorized Signatory

Name \_\_\_\_\_

Designation \_\_\_\_\_

(With official Stamp)

35. Bidder must upload a certificate from OEM regarding percentage of the local content and the details of location at which the local value addition is made along with their BID.
36. **RISK Purchase Clause.** 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 un-supplied 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 levy penalty clause and accept delayed deliveries or proceed with the alternate procurement plan invoking the risk purchase clause.
37. Malicious code undertaking on OEM letterhead must be submitted by bidder/OEM along with the technical bid
38. Participating firm should submit undertaking of authenticity for LaserJet printer supplies as per CVC circular No 007/CRD/008 dated 15<sup>th</sup> Feb 2008(circular no 07/02/08) in their letter pad.
39. **Registered Brand:** 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.

Buyer uploaded ATC document [Click here to view the file.](#)

## 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.

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---**