

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-05-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-05-2025 16:30:00
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	Delhi
क्रेता ईमेल/Buyer Email	kk2050sr@bsf.nic.in
Total Quantity/कुल मात्रा	6
Item Category/मद केटेगरी	SPACE MISER
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	SPACE MISER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Space Heater, Space Heater for Turbo Generator (BHEL), Improved Space Heating Device (Bukhari) (DIPAS, DRDO) (Approved By MHA), LT Spacer, HYDRAULIC SLEEPER SPACER, Inflatable Tent, Waiting Area / Airport Terminal / Public Place / Reception area Chair or Seat (V2), Revolving Chair (V4)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Heavy Duty Storage Racks
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	5 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	40 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)

Bid Details/बिड विवरण	
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,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	20 %
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	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज़ 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	29736

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
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ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

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

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

Beneficiary/लाभार्थी :

COMMANDANT

DIG, SIW BSF, TIGRI CAMP, M B ROAD, NEW DELHI-110080

(Ddo Siw Bsf)

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 of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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

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

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

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

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

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% 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. 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

SPACE MISER (6 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Phurailatpam Krishnakumar Sharma	110080,SPECIAL INSTRUMENTS WORKSHOP TIGRI CAMP BSF, M B ROAD OPPOSITE TO BATRA HOSPITAL NEW DELHI-80	6	90

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

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.

3. 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 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

4. 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.

5. 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.

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) : Only supply of Goods

8. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

GOVT FUND SIW BSF

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

9. 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

GOVT FUND SIW BSF

payable at

SBI AFS TUGHALAKABAD NEW DELHI

. 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.

10. Service & Support

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

11. Service & Support

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

12. 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.

13. Financial Criteria

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

14. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification

done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

15. **Certificates**

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

16. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITION FOR PROCUREMENT OF 06 NOS SPACE MISER.

(1) **EMD**

a) As per General Term and conditions, EMD is required to be submitted by the firm. However, in the case firm is MSE/Startup (Manufacturer of tender items) or any exempted entity, they will submit Bid Security Declaration on company/firm letter head along with technical Bid in the proforma as per **Appendix - A**

b) Traders/Authorised dealers/Re-sellers are not exempted from EMD.

c) In Case Bid Security Declaration/Scanned copy of EMD is not submitted with the technical Bid, the firm is liable to be rejected/disqualified during initial scrutiny.

(2) Arbitration as per GeM Terms & Conditions.

(3) **Liquidated Damages** :- If the bidder fails to deliver any or all of the Goods/Services within the original /re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages of the delay, unless covered under Force Majeure condition aforesaid, @0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceed 5% of the contract value of delay quantity without any controversy/dispute of any sort whatsoever.

(4) Payment as per GeM Terms & Conditions.

(5) **Force Majeure Clauses (FMC)** : 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 wrong-doing, 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 organization only. In such a situation, the purchase organization 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.

(6) **Risk Purchase Clause:-** In the event of failure of supplier to deliver or dispatch the stores within the stipulated dates/period of the supply order/AT, or the event of breach of any of the terms and conditions of the AT, the buyer will have the right to purchase the subject store elsewhere at the risk and cost of defaulting seller after giving a notice. The cost as per Risk purchase exercise may be recovered from the bills pending with the buyer even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry. In the event of contract being cancelled for any breach committed and the purchase effecting repurchase of the subject store at the risk and cost of seller, the buyer is not b

ound to accept the lower offer of Benami or allied sister concern of the seller.

(7) **Right to Rejection:** 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 seller and in case of any of the stores supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the seller should be borne by the seller and ensured by the seller that stores supplied should be best in quality and free from all defects. The rejected stores must be removed by the sellers from the consignee's premises within 15 days from the date of the intimation about rejection at the risk and cost of the seller. The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.

(8) Bidder participating as authorized dealer will not be given exemption in annual turnover & experience criteria. Bidders participating as authorized dealer will upload authorization letter/certificate issued by OEM in favour of them.

(9) 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 as per **Appendix "B"**.

(10) Bidder will upload a self certificate stating that, his **firm has not been blacklisted** by any Govt./PU C Agencies in recent past and also **not under liquidation/court receivership/similar proceeding.**

(11) **Land Border :-** As per Public Procurement OM No. 6/18/2019-PPD dated 23rd July 2020, any bidder from a country which shares a land border with India will be eligible to bid any procurement whether of goods, service (including consultancy services and non-consultancy service) or works (including turnkey projects) only if the bidder is registered with the Competent Authority specified in Annex-I. Firm to submit declaration/Certificate as per **Appendix "C"**.

(12) Bidder should provide OEM Certificate as per QRs/TDs.

(13) Consignee Location should be read as The DIG, SIW BSF, Tigri Camp, M B Road, New Delhi 80.

(14) Onsite Guarantee / Warranty should be 01 years and Performance Guarantee, as applicable. The firm will collect the equipment from consignee location after intimation of any defect and will resolve the defect within the prescribed time limit under Guarantee / Warranty terms and condition of the bid. The firm will keep a stock of the running spares in order to avoid any unnecessary delay in the repair and maintenance of the equipment. Penalty for delay in repair/rectification of defect will be applicable as per Para - 14 at page no 6 of Buyer Added Bid Specific Term and Conditions.

(15) The bidder (in case of Re-seller/authorized dealers) is also required to attach, in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. This is necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer.

(16) In a tender, either the Principal/OEM or its authorized dealer/Agents on behalf of the Principal/OEM will

participate. Both cannot bid simultaneously for the same item/product in the same tender. (CVC Circular No. 03/01/12 dated 13.01.2012 refers)

(17) All Queries related to the Tender will be submitted on GeM portal only.

(18) The Store will be supplied by the seller to consignee location on free of cost duly ensured for the transit.

(19) **Payment :-** 100 % payment will be made after receipt of the stores in satisfactory condition at consignee location after completion of successful JRI/Survey of the Stores.

(20) Delivery period : 90 days after issue of AT.

(21) Description/List of Stores.

S/No.	Particulars	Qty
1	Space Miser	06

(22) **JRI (Joint Receipt Inspection) :** JRI will be carried out at the place of consignee location before final acceptance by the Rep of BSF and the Seller. If any store is rejected in final inspection as not confirming to tender specification, the same must be replaced within scheduled delivery period before final acceptance. The consignee's right to rejection in this regard will be final and absolute.

(23) Check list as per **Appendix - I** is to be submitted.

(24) **BIS licence/ISO 9001 Certificate :-** The bidder is required to upload all relevant certificate such as BIS licence/ISO 9001 Certificate along with Bid.

(25) **Conflict of Interest:** - The firm shall submit the declaration as per **Appendix - D** along with the bid documents failing which their bid shall be rejected.

(26) **NIC 5 Digit Code (28299) :-** Required (for EXD exemption of MSE Enterprises who are Manufacturer of the Offered product having valid Udyam Registration Certificate)

(27) **Non-Disclosure agreement Certificate/Undertaking:** - The bidder is required to submit declaration as per **Appendix-E** along with the bid documents.

Open Tender Enquiry No.....

Dated

BID SECURING DECLARATION CERTIFICATE

(On Firm's letter head)

To

Deputy Inspector General,
Special Instrument Workshop (SIW),
Tigri Camp, New Delhi-110080

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 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)

CERTIFICATE INDICATING PERCENTAGE OF LOCAL CONTENT REQUIREMENT FOR CLASS-1 LOCAL SUPPLIER AND CLASS-II LOCAL SUPPLIER.

Tender No. _____ date _____ for supply of _____

S/No	Details	
(i)	Type of Supplier (Class-1 local supplier or Class -II Local supplier)	
(ii)	Percentage of local content	
(iii)	Self -Certification less than Rs. 10 Crore. Above Rs. 10 Crore, enclose a certificate from the Statutory auditor or cost Auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies)	
(iv)	Location(s) at which the local value additions carried out	
(v)	Debarment for violation of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) or order dated 04/06/2020.	

Signature of Bidder:- _____

Name in block letters: _____

Name of Bidder: _____

Full address: _____

Land Border Certificate

(To be in the Company letter head)

Certificate regarding compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division Order No. F. No. 6/18/2019-PPD dated 23.07.2020.

I certify that(Name of the Bidder) is not covered by the definition of the bidder as mentioned in **Annexure-III of MOF order No.6/18/2019-PPD dated 23.07.2020** is thus not required to be registered with the Competent Authority for this purpose.

OR

I certify that (Name of the Bidder) comes within the ambit of clauses mentioned in **Annexure-III of MOF order No. 6/18/2019-PPD dated 23.07.2020** 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 Bidder:- _____

Name in block letters: _____

Name of Bidder: _____

Full address: _____

DECLARATION FOR CONFLICT OF INTEREST

Tender No. _____

dated _____

01	Name of firm	Office address of firm, Phone No., Fax No. & E mail ID	Firms works address as per Vendor Registration , Phone No. Fax No. Email ID	Type of Firm (Sole Proprietorship/ Partnership / Limited liability Partnership / Private Public Limited Company)	CIN/LLPIN of firm	GST Registration on No. of the firm
	(1)	(2)	(3)	(4)	(5)	(6)

02	Name of all Owner (s) / Directors (s) of firm	Father's / Husband's name of all Owners / Directors	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 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 Director, Partner or Proprietor. The work "relative" is defined as under:-

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

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

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NON DISCLOSURE DECLARATION CERTIFICATE

(On Bidders Letter-Head)

I M/s..... hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract. If defying the norms as per the Contract a legal action may be taken against me as per the existing rules.

Signature with seal.

BIDDER TO UPLOAD UNDER MENTIONED DOCUMENTS)

S.No	Requirements to be checked before submission of the Bid.	<u>Complied</u> (Please indicate YES or NO)	Indicate Page No.
1.	Whether the bidder is either:		
	(i) Original Equipment Manufacturer- If yes uploaded required certificate (a) Micro (b) Small (c) Start up or Not		
	(ii) Authorized Dealer/Re-seller etc.		
	(iii) If authorized Dealer/Re-seller then authorization certificate issued by OEM be submitted.		
2.	Minimum Average Turnover of the Bidder (Last 3 years i.e 2021-22, 2022-23 & 2023-24)		
3.	Minimum Average Turnover of the OEM (Last 3 years i.e 2021-22, 2022-23 & 2023-24)		
4.	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.		
5.	Certificate/declaration that quoted product are not obsolete in market and has at least 5 years residual market life as per bid.		
6.	Bidder/OEM must have Dedicated/toll free Telephone No. for Service Support.		
7.	Escalation Matrix for service support as per bid		
8.	Earnest Money Deposit (EMD) has been enclosed. However, in case, the bidder is MSE/Startup ((Manufacturers of Tendered item), they will submit Bid Security Declaration in format Appendix - 'A' .		
9.	Certificate indicating Percentage of Local Content has been enclosed as Appendix-"B"		
10.	Acceptance of Option Clause as per mentioned at Srl No.01 at P/No. 5 of Custom bid . (Buyer Added Bid Specific Terms and Conditions)		
11.	Experience Criteria certificate as per mentioned at Srl No.04 at P/No.3 of custom bid.		
12.	Past Performance as per mentioned at Srl No.9 at P/No. 04 of GeM bid condition.		
13.	Bidder will upload a self-certificate stating that his firm has not been blacklisted as per mentioned at Srl No. 10at P/No. 08 of ATC .		
14.	Warranty terms as per Srl No.14 P/No.8 of ATC.		
15.	Payment terms as per bid accepted.		

16.	Acceptance of all Addl Terms & Conditions of bid by bidder		
17.	Uploading of all Tender documents including (Addl Terms & Conditions)		
18.	Documents required as per QRs/TDs of Space Miser as attached as specification document at P/No. 05		
19.	Conflict of Interest :- The declaration as per Appendix-D should be submitted.		
20.	Non- Disclosure Agreement :- The declaration as per Appendix-E should be submitted.		

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---