

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-12-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-12-2024 18:30:00
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	Force Head Quarter Bsf New Delhi
Total Quantity/कुल मात्रा	38
Item Category/मद केटेगरी	Server , Desktop , UPS 20 KVA , UPS 01 KVA , Software Enterprises solution
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	MACHINE LEARNING AND NATURAL LANGUAGE PROCESSING SOFTWARE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Lockout Hasp
BOQ Title/बीओक्यू शीर्षक	MACHINE LEARNING AND NATURAL LANGUAGE PROCESSING SOFTWARE
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	150 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	300 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
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 दस्तावेज	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),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	50 %
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
Primary product category	Software Enterprises solution
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 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	1470000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
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ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	65

(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 :

DDO

DDO, FHQ BSF, ROOM NO.704, PROC CELL, PROV DTE, 7TH FLOOR, FORCE HEADQUARTER BSF NEW DELHI-110003

(Ddo Fhq 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 {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 50% 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

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
10-12-2024 11:00:00	Conference Hall, 1st Floor, Block No.10, CGO Complex, Lodhi Road, New Delhi-110003

Server

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Gopal Ranjan Singh	110003, 7TH FLOOR, PROV DTE FHQ, 10th BLOCK, CGO COMPLEX, LODHI ROAD	2	90

Desktop

(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)

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1	Gopal Ranjan Singh	110003,7TH FLOOR, PROV DTE FHQ, 10th BLOCK, CGO COMPLEX, LODHI ROAD	18	90

UPS 20 KVA

(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)

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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	Gopal Ranjan Singh	110003,7TH FLOOR, PROV DTE FHQ, 10th BLOCK, CGO COMPLEX, LODHI ROAD	1	90

UPS 01 KVA

(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

Specification Document	View File
BOQ Detail Document	View File

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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	Gopal Ranjan Singh	110003, 7TH FLOOR, PROV DTE FHQ, 10th BLOCK, CGO COMPLEX, LODHI ROAD	16	90

Software Enterprises Solution

(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

Specification Document	View File
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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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Gopal Ranjan Singh	110003,7TH FLOOR, PROV DTE FHQ, 10th BLOCK, CGO COMPLEX, LODHI ROAD	1	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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. 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

. 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

3. 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.

4. Generic

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

5. Warranty

Warranty period of the supplied products shall be 5 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.

6. Service & Support

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

7. 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.

8. **Service & Support**

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

9. **Generic**

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

10. **Scope of Supply**

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

11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

M/S XXXX

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

12. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

13. **Generic**

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

50

, Place for Training

NEW DELHI

and Duration of training

30

days.

14. **Generic**

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

15. **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 3 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.

16. **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.

17. **OEM**

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

18. **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.

19. **Certificates**

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

20. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

21. **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.

22. **Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

23. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms & Conditions

01. **Earnest Money Deposit(EMD):**

(a) As per General Terms & Conditions, EMD is required to be submitted by the bidder. However, in case, the bidder is MSE/ Startup (Manufacturers of Tendered item) or any exempted entity, they will submit Bid Securing Declaration on company/firm letter head alongwith Technical Bid in the proforma as per **Appendix-'A'**.

(b) In order to get the benefit of MSE/Startup prospective bidders are required to register themselves under Udyam Aadhaar registration with **5-digi**

t NIC Category Code of 62020, 62013, 78300, 47411, 47413, 26201, 26209, 46511 & 46512. Firms registered under this code will only be exempted from submitting the EMD. **Firms with 5-digit NIC Category Code of 62020, 62013, 78300, 47411, 47413, 26201, 26209, 46511 & 46512 will be required to submit Bid Securing Declaration Certificate in the prescribed proforma as per Appendix -'A'.**

(C) Traders/Authorized dealer/re-sellers are not exempted for EMD.

(d) In case Bid Security Declaration (BSD)/Scanned copy of EMD is not submitted, Bid shall be rejected/disqualified during initial scrutiny.

(e) EMD will be submitted in favour of **DDO FHQ BSF New Delhi** payable as under:-
Bank- State Bank of India
Branch- CGO Complex Branch
IFSC – SBIN0007837

(f) In case EMD is submitted in the shape of e-Bank Guarantee, the copy of the same should also be submitted along with Technical Bid.

2. **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 for the delay, unless covered under Force Majeure conditions 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 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

3. **Arbitration** :- As per General Terms & conditions of GeM.

4. **Risk Purchase Clause**:- In the event of failure of seller 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 bound to accept the lower offer of Benami or allied sister concern of the seller.

05. **Right to Rejection: Machine Learning (ML) and Natural Language Processing(NLP) with facial Bio-metric(FB) including hardware** 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 re

placed 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 acceptance of stores will be made only when the stores are inspected and found upto the standard specification 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.

6. **FORCE MAJEURE CLAUSE (FMC):** A Force Majeure (FM) means extraordinary events or circumstances 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.

7. **Annual Turnover** as mentioned at Srl No.3 of Gem Bid should be read as "The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year i.e . FY 2021-22, 2022-23 & 2023-24 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".

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. Participation by Principal/OEM or Indian Agents: Bids will be evaluated on the basis of CVC guidelines issued vide Circular No. 03/01/12 (12.02.2006 CTE/ SPL(1)-2/161730 dated 13.01.2012:-

(a) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

(b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

10. 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 alongwith their bid as per **Appendix-'B'**.

11. Bidder will upload a self-certificate stating that his firm has **not been blacklisted** by any government/ PSU agencies in recent past and also not under liquidation/ court receivership/ similar proceeding.

12. **Land Border:** As per Public Procurement OM No.6/18/2019-PPD dated 23 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'. Bidder is required to upload a certificate in this regard as per **Appendix-'C'**

13. **In the first page of Bid under Bid details against the column "Bid offer validity" it is mentioned as " 180 (Days)". It should be read as "365 (Days)".**

14. **Joint Receipt Inspection (JRI):** Joint Receipt Inspection (JRI) will be carried out at the place of consignee location before final acceptance by the representative of BSF and the seller. If any equipment is rejected in final inspection as not conforming to Tender Specifications, the same must be replaced within scheduled Delivery Period before final acceptance. The Consignee's right of rejection in this regard will be final and absolute.

15. **Payment:-** 100% payment will be made after receipt of stores in satisfactory condition at consignee location after completion of successful JRI/survey of stores.

1. 6. **Machine Learning(ML) and Natural Language Processing(NLP) with Facial Bio-metric(FB) including hardware** will be dispatched by Road/Train to consignee location free of cost duly insured for the transit.

17. **Pre-bid Meeting will be held on 10/12/2024 at 1100 AM.**

18. All potential bidders should try to attend the Pre-Bid meeting. In case any potential bidder is unable to attend the Pre-Bid meeting he can send his queries through E-mail before the Pre-Bid meeting date on E-mail ID – comdtproc@bsf.nic.in so that the queries can be discussed during the Pre-Bid meeting itself. If there is any supplementary query arising after the Pre-Bid meeting, then the said **bidder must send his query latest by 13/12/2024(within 07 days after publishing bid) on E-mail ID comdtproc@bsf.nic.in so that the buyer is able to formulate reply /clarification of such query well in time before the bid opening date, thereafter no query will be entertained.**

19. The system should extract images from documents.

20. The system should accept photographs/ offline video/ live videos from cameras and match them against database of suspects/ suspicious profiles curated from social media and open source.

21. The Face Recognition system shall work for matching and identifying criminals in following aspects :-

- i) Videos with Videos
- ii) Videos with images
- iii) Images with Videos
- iv) Images with Images

22. Enable Handheld mobile with app to capture a face on the field by clicking an image or video from the mobile application and get the matching result from the backend server, also provide API's for integrating this app with existing/upcoming mobile application.

23. The system should have short processing time and high recognition rate. This is important to ensure near real time generation of alerts.

24. The system shall be integrable with existing database of the organization and able to check if the newly enrolled face already exists in the database before registration. Also, the system shall be able to find a previous detection of a POL upon enrolment to watch list(retrospective search) from the existing database (structured/un-structured/social media/ Big Data/Open source).

25. The facial recognition system should be able to alert/results on display of mobile devices.

26. Bases on the requirements, Organization specific queries and dashboard to be customized.

27. Organization specific customization in software to be carried out as per user requirement during warranty/guaranty period.

28. **Minimum 50 persons of BSF to be trained by the firm for minimum period of one month in New Delhi.**

29. Adherence to Cyber Security Control Matrix –

a) The Firm shall ensure that any client data collected and processed by the organization should be appropriately protected.

b) Defined procedure to check and validate the integrity of software releases.

c) Any Mobile based application shall ensure confidentiality and privacy of client data by adopting techniques like secure configuration of mobile application, secure communication, secure data in-transit and in storage, proper authorization controls etc.

30. **The system should have 05 years warranty/guaranty/service period.**

31. **As per QR/TD for Hardware, warranty is 5 years or higher for Server & Desktop, 2 years or higher for UPS. Service support (on site only/without any remote access) for Software shall be provided for minimum 5 years with perpetual subscription and free Software updates/upgrades within warranty/service period.**

32. One dedicated person from the firm to be deployed at Force HQ to assist in software management and analysis during warranty/guaranty period.

33. Location of Consignee may be read as under instead of consignee mentioned in bid :-

**Shri Ravindra Kumar, Commandant(Tech-Int)
FHQ, 'G' Dte, Border Security Force,
3rd Floor, Block-10, CGO Complex,
Lodhi Road, New Delhi-110003**

34. **Past Experience** :- Software is the primary component of the bid and requisite past experience in this regard is crucial along with the required experience in Hardware.

35. Quantities mentioned against each item in the bid shall only be considered (not those mentioned in Technical parameters/specification sheets).

36. Bidder must upload a certificate regarding acceptance of all Terms and Conditions.

37. **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.

38. **Tender Sample/Demonstration** :- Demonstration is required for evaluation by BoOs on Sample Software based on QRs/TDs and Sample Hardware (Server & Desktop only) based on technical parameters/specifications at the

hnical evaluation stage.

39. **Tender Sample** – Tender Sample (Software/Hardware) required for evaluation of bid is mentioned below :-

(a) **Software** :- 01 No. Tender Sample for demonstration purpose.

(b) **Hardware**:- 01 No.(each) Tender Sample for Server and Desktop only.

40. Check list as per **Annexure -A** is to be submitted.

Appendix – “A”

Open Tender Enquiry No.....

Dated

...

BID SECURING DECLARATION CERTIFICATE

(On Firm's letter head)

To

Director General, Border Security Force
Procurement Cell, Provisioning Directorate
10th Block, CGO Complex, Lodhi Road,
New Delhi – 110 003

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)

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Appendix - B

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

(On OEM's letter head)

Tender No. _____ **date** _____ **for supply of** _____

—

S/No	Details	
(i)	Type of Suppler (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 addition is carried out	
(v)	Debarment for violation of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) order dated 04/06/2020.	

Signature of Bidder:-_____

Name in block letters: _____

Name of Bidder: _____

Full address: _____

Appendix-‘C’

(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 date 23/07/2020 .

I Certify that (Name of the Firm) 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 and is thus not required to be registered with the Competent Authority for this purpose.

OR

I certify that (Name of the Firm) comes within the ambit of 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 tenderer :-----

Name of block letter :-----

Name of firm :-----

Full address :-----

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Appendix-‘D’

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

01	Name of firm	Office address of firm, Phone No., Fax No & Email ID	Firms work s Address as per Vendor Registration , Phone No Fax No Email ID	Type of Firm (Sole Proprietors hip/ Partnership / Limited Liability Partnership/ Private Limite Company/ Public Limited Company)	CIN/LLPIN of firm	GST Registration No of the firm
	(1)	(2)	(3)	(4)	(5)	(6)
02	Name of all Owner(s) /Director (s) of firm	Father's / Husband's name of all Owners / Director(s)	DIN	Full residential Address	Aadhar Card of owner / Director(s) of firm be attached	Udyam Registration Certificate No., attach a copy
	(1)	(2)	(3)	(4)	(5)	(6)

03. **WE HEREBY DECLARE AND CONFIRM THAT** no bid has been submitted for the quoted item by any 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) Mother including step-mother
 - (b) Son including step-father
 - (c) Son's wife
 - (d) Daughter
 - (e) Daughter' Husband
 - (f) Brother including step-brother
 - (g) Sister including step-sister

04. **WE FURTHER DECLARE THAT we** have carefully read and understood the clause relating to "Conflict of Interest" of Tender No._____.

05. **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 confirm that the above information and particulars are true and correct.

For _____ (firm name)

Place :

Date :

Signature of Director / Partner /

Proprietor / Authorized Signatory

Name : _____

Annexure - A
CHECK LIST FOR BIDDERS

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		
	(ii) Authorized Dealer/Re-seller etc.		
	(iii) If authorised Dealer/Re-seller then authorisation 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.	Bidder/OEM must have Dedicated/toll free Telephone No. for Service Support.		
6.	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').		
7.	Minimum local contents required for Make In India order 2017 compliance as per clause of bid. In this regard Certificate of local contents must be enclosed as per Appendix-'B'		
8.	Acceptance of Option Clause as per clause of bid.		
9.	Certificate/declaration that quoted product are not obsolete in market and has at least 2 years residual market life as per clause of bid.		
10	Warranty terms as per bid accepted as per clause of bid.		

11	Escalation Matrix For Service Support as per clause of bid.		
12	ISO 9001-Certificate as per mentioned as per clause of bid.		
13.	Bidder will upload a self-certificate stating that his firm has not been blacklisted as per mentioned at Srl No.11 of ATC.		
14.	Bid Offer Validity as per bid accepted as mentioned at Srl No. 13 of ATC.		
15.	Acceptance of consignee location as per mentioned at Srl No.33 of ATC		
16	Payment terms as per bid accepted.		
17.	Acceptance of all Addl Terms & Conditions of bid by bidder's		

24. Buyer Added Bid Specific ATC

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.

[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---