

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-06-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-06-2025 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	Force Head Quarter Bsf New Delhi
क्रेता ईमेल/Buyer Email	itproc@bsf.nic.in
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	DATA WALL WITH CONTROLLER AND ACCESSORIES
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	DATA WALL WITH CONTROLLER AND ACCESSORIES
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Riot Control Helmet with accessories (MHA)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Data Wall Controller • data wall display • LED Display System
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	48 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	380 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 दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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
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	9700000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	291000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

(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 :

DDO
DIRECTOR GENERAL, BORDER SECURITY FORCE, CGO COMPLEX, BLOCK NO.10, IT WING, 1ST FLOOR, NEW DELHI-110003
(Ddo Fhq)

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 orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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

DATA WALL WITH CONTROLLER AND ACCESSORIES (1 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

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	Amul Kumar	110003,IT WING, IST FLOOR, 10 CGO COMPLEX, LODHI ROAD, NEW DELHI - 3	1	60

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

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

2. 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.

3. Scope of Supply

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

a) This bid is also governed by Central Vigilance Commission guidelines as per circular No. 03/01/12 dated 13 Jan 2012 which mentions that:-

- 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 and

- ii) If an agent submits bid on behalf of 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.

Further, as per chapter-5 of Manual for Procurement of Goods 2017 issued by MoF, DoE that "in cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned".

- b) Public Procurement Order (Preference to Make in India 2017) issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Govt. of India, vide their letter dated 15-06-2017, Ministry of Commerce and Industry Department for Promotion of Industry and Internal Trade (Public Procurement Section) Order dated 04/06/2020 and 16 Sept 2020, Ministry of Finance, Department of Expenditure, Public Procurement Division O/No. F. No. 6/18/2019-PPD dated 23-07-2020 and notification issued by Ministry of MSME under section -11 of Micro Small and Medium Enterprises Development Act 2006 shall also be taken into consideration in procurement of Goods and Services.

- c) **Bidder annual turnover, experience/past performance: Micro & Small Enterprises** who are manufacturers of the primary product category or service provider of the primary service category and **Startups who are the OEM of the offered product** are exempted for Turnover, Experience & Past Performance.

***** The re-seller/authorized dealers/traders are not exempted for Turn Over and Experience/Past Performance even if they are holding Udyam Registration Certificate.**

- d) **EMD**: Following categories are exempted from submission of "**Earnest Money Deposit**" (EMD)

(i) Micro & Small Enterprises MSEs, who are manufacturer of the primary product category or service provider of the primary service category, are admissible for exemption for EMD (Bid Security).

(ii) Other Categories i.e. Startups, KVIC, ACASH, WDO, Coir Board, TRIFED, Kendriya Bhandar, Sellers having ATO of Rs. 500 crores, Seller having BIS License, credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies, Central/State PSUs are also exempted for EMD.

(iii) The re-sellers/authorized dealers/traders are not exempted for EMD (Bid Security) i.e. EMD are required to be deposited.

(iv) However, scanned copy of "**Bid-Security Declaration**" Certificate on Company / Firm letter Head is required to be submitted by all the above-mentioned exempted Categories at Para-d (i) & (ii).

*****Non submission of EMD as per Bid requirement or Bid Security Declaration along with supporting documents for exemption from EMD by MSE or other exempted categories, will be treated as unresponsive and disqualified from further procurement process as per para 7.3.1(ii) of Manual for procurement of goods 2017.**

Open Tender Enquiry No. _____

Dated _____

BID SECURING DECLARATION CERTIFICATE

(On Bidders Letter-Head)

To,

Director General,
Border Security Force
IT Wing, ICT Dte
10th Block, CGO Complex, Lodhi Road
New Delhi-110003

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 bid documents, we will be suspended for the period of 02 years from being eligible to submit bid 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)

e) Bidders are required to submit following documents along with the bid - Non-Blacklisting / Non-Banning certificate, Price Fall Clause Certificate and Declaration of Conflict of Interest as per the format given:

endix-"B"

Non-Black Listing Certificate
(on the judicial stamp paper)

To,

Director General,
Border Security Force
IT Wing, ICT Dte
10th Block, CGO Complex, Lodhi Road
New Delhi-110003

Bidder's Reference No. _____ Date.....

Bidder's Name _____ [Address and Contact Details]

Ref: Your Bid Document No. _____ dated _____

We solemnly declare that we (including our affiliates or subsidiaries or constituents) that :

- (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
- (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

Yours Faithfully

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

Appendix-‘c’

Price Fall Clause Certificate

(On Bidders Letter-Head)

I / We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems at a price lower than that offered against the GeM Bid No. _____ dated _____ in respect of any Organization /Ministry/ Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

I/We also accept that:

- i) I/We have to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received from any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization.
- ii) We will inform the purchaser of offer to supply/supply of the similar/ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

Yours Faithfully

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

Appendix-“D”

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

Tender No. _____ dated _____

01	Name of firm	Office Address of firm, phone No., fax No. & E mail ID	Firm's Works Address as per Vendor Registration, Phone No., Fax No., E mail ID	Type of Firm (Sole Proprietorship / Partnership / Limited liability partnership / Private limited company / Public limited company)	CIN / LL PIN 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	Aadhaar 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 a Director, Partner or Proprietor. The word "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-son

- d) Son's wife,
- e) Daughter,
- f) Daughter's husband,
- g) Brother including step-brother,
- h) 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 above information and particulars are true and correct.

For _____ (Firm Name)

Place :

Date :

Signature of Director / Partner /
Proprietor / Authorized
Signatory
Name :
Designation _____
(With official Stamp)

Appendix-'

E'

(To be in the Company letter head) (Land Border Sharing Declaration)

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 : _____

f) Apart from above, any undertaking requested in Bid Specific Buyer Added additional terms conditions is also required to be provided by the participating Bidder.

g) The bidder must provide ink signed **OEM Authorization/ MAF Certificate**

h) Bid Splitting: **Not required**

i) Service & Support-

a) **OEM should have service center(s) at consignee location (i.e Delhi)** to Provide after sale service support.

b) Bidder/OEM must provide Escalation matrix of telephone Numbers for service support.

c) Bidder/OEM must have dedicated/toll free number for service support.

j) Before submission/uploading of bid documents, bidders should check they have complied with the requirements as given in the checklist (attached with the bid document). Non-submission of certificates / undertakings as per Bid requirement as per the format and duly signed with date and office seal will be treated as unresponsive and their participation will be summarily rejected.

k) OEM compliance certificate: Required Technical specifications for each product is attached with the bid and bidder must ensure that the offered product comply with the specifications. Bidder must submit **OEM compliance certificate of each and every specification** published with the bid document.

l) ISO(9001,14001 and 27001)Certificates: - Bidder's should submit **ISO 9001,14001 and 27001** Certificates along with the bid document. 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.

m) Bidder financial standing: The bidder should not be under liquidation, cou

rt receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

n) 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.

o) 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.

p) Right to Rejection:-Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy 9 / 19 available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

q) NIC 5 Digit code (26105):-Required (for EMD exemption of MSE enterprise who are Manufacturer of the **offered product** having valid Udyam Registration Certificate)

r) Liquidated Damages: If the Seller/Service Provider 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 exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

s) Force Majeure Conditions: If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not General Terms and Conditions on GeM 4.0 (Version 1.16) dt 17th July 2024 including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reason of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

t) Arbitration: In the event of any conflict / dispute arising out of or in connection with the Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows. i. In cases where the total value of the Contract is less than INR 1, 00, 00,000/- (Indian Rupees One Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties. ii. Where the total value of the Contract exceeds INR 1, 00, 00,000/- (Indian Rupees One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator. iii. In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principal place of business of the Buyer department/ organization is located) to appoint the Presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date). iv. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal. v. The cost of the Arbitration shall be equally borne by both the Parties. vi. The award of the arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of arbitration shall be at the place where the principal place of business of the Buyer department / organization is located. vii. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer General Terms and Conditions on GeM 4.0 (Version 1.16) dt 17th July 2024 department / organization is located. 16.3 Both the Parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or the arbitr

ation proceedings between the Parties 16.4 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

u) Payment Clause: 100% payment will be made to firm after testing, completion and installation of product/Equipments

v) Risk Purchase: If the Supplier fails to deliver the stores either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods / items for which delivery has expired without canceling the contract in respect of the stores not yet due for delivery, or to cancel the contract based on progress of work, including stores not due for delivery, and, if thought fit/necessary, to purchase the stores at the risk and cost of the Supplier. The price differential in case of higher cost to SAIL, 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.

w) Non-Disclosure Declaration certificate:-

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.

(CHECK LIST FOR SUBMISSION OF DOCUMENTS)

S.No.	Particulars	Submitted/Not Submitted
(1)	(2)	(3)
1.	Years of past experience {The bidder/OEM must have experience for number of years as indicated in bid document i.e. 03 year (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt. Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year}	
2.	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 / Public Listed Company. Copies of relevant contracts to be submitted along with bid)	

3.	<p>Average Annual Turnover (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 in the bid document i.e. 48 lakhs. 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)</p>	
4.	<p>OEM Turnover (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)</p>	
5.	MSE certificate (if applicable)	
6.	Startup certificate (if applicable)	
7.	OEM Authorization / MAF	
8.	Undertaking of Bidder Financial Standing	
9.	Malicious Code Certificate	
10.	Earnest Money Deposit (EMD)/Bid Security Declaration (whichever applicable)	
11.	Make In India (MII) document	
12.	Dedicated /toll free Telephone No. & Escalation Matrix for service support	
13.	Acceptance certificate for all terms and conditions mentioned in the bid document(ATC)	
14.	Non blacklisting certificate on the judicial stamp paper	
15.	Price Fall Clause Certificate	
16.	Declaration in respect of Conflict of interest	
17.	Land Border Sharing Declaration	

18.	ISO 9001,14001 and 27001 Certificate	
19.	Datasheet of the offered Product	
20.	OEM compliance certificate of each specification	
21.	NIC 5 Digit code of offered product	
22.	Non-Disclosure Declaration Certificate	
23.	Checklist	

Yours Faithfully

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

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching

a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---