

Bid Number: GEM/2020/B/711930

Dated: 15-07-2020

Bid Document

| Bid Document | | | | |
|--|--------------------------------|--|--|--|
| Bid Details | | | | |
| Bid End Date/Time | 25-07-2020 18:00:00 | | | |
| Bid Opening Date/Time | 25-07-2020 18:30:00 | | | |
| Bid Life Cycle (From Publish Date) | 90 (Days) | | | |
| Bid Offer Validity (From End Date) | 30 (Days) | | | |
| Ministry/State Name | Ministry Of Home Affairs | | | |
| Department Name | Central Armed Police Forces | | | |
| Organisation Name | Border Security Force (bsf) | | | |
| Office Name | 59 Bn Bsf | | | |
| Total Quantity | 492 | | | |
| Item Category | hdpe tarpaulins in square mtrs | | | |
| MSE Exemption for Years of Experience and Turnover | No | | | |
| Startup Exemption for Years of Experience and Turnover | No | | | |
| Bid to RA enabled | No | | | |
| Inspection Required | No | | | |
| Estimated Bid Value | 86101 | | | |

EMD Detail

ePBG Detail

| 1 1 | | |
|---------------|---------|--|
| ll Bara Paral | L R L - | |
| Required | INo | |
| Negan ea | 1110 | |
| 1 1 | | |

Splitting

Bid splitting not applied.

Hdpe Tarpaulins In Square Mtrs (492 square meter)

Technical Specifications

* As per GeM Category Specification

| Specification | Specification Name | Values | Bid Requirement (Allowed Values) | | |
|---------------|---|---|-------------------------------------|--|--|
| Specification | Conformity to Indian Standard | IS: 7903: 2011: Latest | * | | |
| Certification | BIS Marking | Yes | Yes, No | | |
| | CM/L No | - | * | | |
| Material | Material | High density polyethylene woven fabrics | * | | |
| | Mass of Tarpaulin, gram per square meter (GSM) | 350 | 250, 300, 350, 400, 450, 500 | | |
| | Laminating film on both sides of Tarpaulin | | | | |
| | Thickness of Sandwitch Lamination (In case two or more layers of HDPE Fabric are used) (Micro Meter) (Minimum) | 40 | * | | |
| | Number of layers of HDPE Woven Fabric (Nos) | 4 | 1, 2, 3, 4, 5 | | |
| | Thickness of laminating film on the outer layer (Micro Meter)(Minimum) | 40 | * | | |
| | Line/ cord beading diameter (min) | 2.5 | * | | |
| | UV Stabilisation | UV stabliser | UV stabliser, Carbon black | | |
| | Water Proofing | Yes | * | | |
| Dimension | Length | 24 | * | | |
| | Width | 18 | * | | |
| Colour | Colour | as per buyer's requirements | * | | |
| Eyelets | Eyelets | Plastic | Plastic | | |
| | Size of eyelets | Size 30 Of IS 4084 | * | | |
| | Number of eyelets | 6 | * | | |
| Hemming | Hemming | Lock type double stitching | * | | |

| | Hemming width (Minimum) | 40 | * |
|-------------------|--|----------------|---------------------------------|
| Other Requirement | One square meter of Tarpaulin shall constitute as one unit for selling | YES | * |
| | Quantity supplied shall not exceed the quantity ordered | YES | * |
| LOGO | Logo/ Totem | No | As per buyer's requirements, No |
| Test Report | Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification. | Yes | Yes, No |
| | Name of the Lab | - | * |
| | Address of The Lab | - | * |
| | Test Report No | - | * |
| | Test Report Date | - | * |
| | Test Report to be furnished to buyer on demand, if claimed to be available | Not applicable | * |

^{*} Specifications highlighted in bold are the Golden Parameters.

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporti ng Officer | Address | Quantity | Delivery Days |
|-------|---------------------------------|--|----------|---------------|
| 1 | Puneet Singh | 181124,SHQ RAJOURI REAR, NEAR PNB BANK, PALOURA CAMP BSF JAMMU | 492 | 30 |

Bid Specific Additional Terms and Conditions

1. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having

^{*} Bidders may note that In respect of non-golden Parameters, the specifications 'Values' chosen by Buyer will generally be preferred over 'Bid requirement (allowed Values) by the Buyer.

- Functional Service Centre.
- 2. Bidder Turn Over Criteria: 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. 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.
- 3. Buyback for Non PFMS/Non GPA:
 - 1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
 - 2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

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|--|---|-----------|----------|----------|------------|-----------|-----------|
| Excel sheet for explanation to Buyback ATC | | | | | | | |
| S.no | Cost of | %age of | GST | Cost of | %age of | GST | Quote of |
| | Fresh | GST on | Amount | Buyback | GST on | Amount | the |
| | Good (A) | Fresh | on Fresh | item (D) | Buyback | on | Bidder (G |
| | | Good as | Good (C) | | items (E) | Buyback | ={A+C- |
| | | consider | | | as fixed | item (F) | D}) |
| | | ed by | | | by buyer | as | |
| | | seller at | | | in the bid | applicabl | |
| | | the time | | | | e at the | |
| | | of quote | | | | time of | |
| | | (B). | | | | invoice | |
| | | | | | | by buyer | |
| 1 | 100 | 28 | 28 | 20 | 8 | 1.6 | 108 |
| 2 | 100 | 9 | 9 | 20 | 8 | 1.6 | 89 |
| 3 | 110 | 10 | 11 | 24 | 8 | 1.92 | 97 |
| | | | | | | | |

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

- 3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
- 4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
- 5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
- 6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
- 7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
- 8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
- 9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
- 10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.

- 11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
- 12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
- 13. Item Details Consignee wise will be indicated in the corrigendum like -
- 1. Consignee wise
- 2. Item Description
- 3. Serial Number
- 4. Model
- 5. Brand
- 6. Year of manufacturing
- 7. Purchased on
- 8. Age
- 9. Size, Rating, Designation
- 10. Quantity
- 11. Min price (Optional)
- 12. Unit
- 13. Working Guidelines (/Functional/Non-Functional)
- 14. Remarks
- 14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commis-sioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract. 15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.
- 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. **Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.
- 6. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
- 7. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- 8. **PESCO Certificate:** PESCO Certificate shall be mandatory for procurement of bid items.
- 9. **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.
- 10. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders 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 the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence

- over this clause.
- 11. 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.
- 12. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
- 13. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 14. 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.
- 15. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 16. For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.
- 17. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
- 18. Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.
- 19. Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.
- 20. Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by

concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

- 21. Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 22. 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.
- 23. The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:
 - (i) Single order of at least 35% of estimated bid value; or
 - (ii) Two orders of at least 20% each of estimated bid value; or
 - (iii) Three orders of at least 15% each of estimated bid value.
 - Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion
- 24. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
- 25.1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 - 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 - 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under
- 26. WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at <u>click here</u> will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK

FUNDED PROJECTS.

- 27. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy 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.

This Bid is also governed by the General Terms and Conditions

---Thank You---