



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4854942
Dated/दिनांक : 02-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-05-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-05-2024 11:30:00
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	Ftr Hq Bsf M&c Silchar Assam
Total Quantity/कुल मात्रा	225000
Item Category/मद केटेगरी	Sand Bags (V2) as per IS 9685 (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	35 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	140 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
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,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 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	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Estimated Bid Value/अनुमानित बिड मूल्य	7762500
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

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

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

Beneficiary/लाभार्थी :

Inspector General
Ftr Hq Bsf M&c Silchar Assam, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs
(Inspector General, Bsf Mnc)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

Reserved for Make In India products

Reserved for Make In India products	Yes
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Reserved for MSE

Reserved for MSE	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 / Public Listed Company 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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. 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.
7. Procurement under this bid is reserved for purchase from Micro and Small Enterprises 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.
8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

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

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

10. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Sand Bags (V2) As Per IS 9685 (225000 bale)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Technical Specification of the Product	Sand Bags as per IS 9685
Certification	BIS Certification	Yes, No Or higher
Stitching	Bag Sides Stitches (As per clause 4.3 of IS 9685)	Herakles stitches
Specific Requirement	Rot-Proofing (As per Clause 5.2 of IS 9685)	Yes
	Bag Finish (As per Clause 4.4 of IS 9685)	Selvage
Test Reports	Availability of Test Report from Central Govt./NABL/ILAC Accredited Lab to prove conformity of product to the specifications	Yes Or higher
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes
Advance Sample	Agree to provide Advance Sample for buyer's approval before commencement of supply	Yes

Additional Specification Parameters - Sand Bags (V2) As Per IS 9685 (225000 bale)

Specification Parameter Name	Bid Requirement (Allowed Values)
Specification	IS 9685 (2002) :Textiles - Sand Bags
Advance Sample	Require 02 Nos Advance Sample of "Hessian Sand Bags-as per IS : 9685" duly tested by Inspected Agency i.e. RITES & Excel Surveyors Private Limited as per Bid clause along with all relevent documents. The advance sample has to be provided within 30 days from date of award of contract.

Specification Parameter Name	Bid Requirement (Allowed Values)
Inspection Required	Yes

* Bidders offering must also comply with the additional specification parameters mentioned above.

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	Sujan Singh	788025,IG FTR HQ M&C PO-ARUNACHAL MASIMPUR, SILACHAR	225000	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. Sample Clause

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 21 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 21 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

3. 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

Inspector General, BSF M&C

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.

4. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Inspector General, BSF M&C

Account No.

30094970827

IFSC Code

SBIN0055441

Bank Name

STATE BANK OF INDIA

Branch address

(05541), ARUNACHAL SATATE BANK OF INDIA

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

5. **Scope of Supply**

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

6. **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.

7. **Certificates**

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

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- 1. RISK PURCHASE CLAUSE :** If the suppliers fails to deliver the items either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk and cost of the supplier for the unsupplied portion of the goods/items without cancelling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery, and if thought fit//necessary , to purchase the items at the risk and cost of the supplier. The price differential in case of higher cost of Purchaser, if any shall have to be borne by the defaulting supplier. Moreover the defaulting supplier shall have no claim over the quantity, which they failed to supply. It is the discretion of BSF either to levy penalty clause and accept delayed deliveries or proceed with the alternate procurement plan invoking the risk purchase clause.
- 2.** The Bidder must uploaded a certificate form the OEM regarding percentage of the local content and the details of location at which the local value addition is made along with their BID.
- 3.** Bidder will upload a self-certificate stating that his firm has not been black listed by any Govt/PSU agencies in recent past and also not under liquidation/court receivership/similar proceedings.

4. Lab test report is required to be submitted by the bidder along with the technical Bid documents in at least one of the 03 years before the Bid opening date duly inspected by **Any NABL designated Lab** for conformity of all parameters as per Bid requirement specification of the store.
5. **Micro and Small Enterprises/Startups or any other exempted entity should submit Bid security declaration as per format given below falling which their participation will be liable to be straight way rejected during initial scrutiny and no opportunity will be given to provide the same during review representation.**
6. Bid securing declaration is required to be uploaded in following format in stead of depositing EMD :-

GeM Bid No. _____

Dated _____

BID SECURING DECLARATION CERTIFICATE

(On Firms Letter head)

To,

Inspector General

Border Security Force (BSF)

Frontier Head Quarter, M&C.

Masimpur, Cachar

Assam, Pin- 788025,

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 don't submit a performance security before the deadline defined in the bids documents, we will be suspended for the period of 02 years from the being eligible to submit bids for contract with procuring entry i.e. Border Security Force (BSF), Ministry of Home Affairs.

Yours Faithfully

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

7. Bidder may inspect the stores in Agency mentioned below :-

Nominated Inspecting Agency: - On behalf of the Buyer organization, Inspection Agency would be conducting inspection of stores before acceptance Pre- dispatch Inspection at seller Premises (applicable only if pre- dispatch inspection clause has been selected in ATC): Advance Sample and PDI of store will be conducted through **RITES/Excel Surveyors Private Limited (as per MHA Police Modernization division, Prov.I desk vide their No.IV -24011/17/2021-Provl/(353523)/1676 dated 26th May 2021)**. Post Receipt Inspection at consignee site before acceptance of stores: **Survey by BSF Board of Officers**.

8. **CHECKING BY SELLER BEFORE DISPATCH** :-

1. Before dispatch of stores from seller's premises, the seller has to check and confirm that the stores fully meet the QRs/Specifications and Inspection Clause as per contract/Bid.
2. The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are found to be substandard, inferior and not meeting the QRs/Specification as per Bid/contract.

9. Buyer can cancel the Bid at any Stage without giving any justification.

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

11. **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 restriction, strikes lockouts or act of God 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 reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other respect of such non-performance or 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 10 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.

12. ARBITRATION :- In the event of any question, dispute or difference arising under the terms and conditions of the contract placed through GeM, the same shall be referred to the sole arbitration by an officer nominated as Arbitrator by the primary buyer of the concerned Buyer Organization, It will be no objection that the arbitrator is a Government servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract. The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended up to date. The place for arbitration shall be at the place from where contract has been placed by the buyer or at the place of primary Buyer as decided by the Primary Buyer. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the primary Buyer to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid. In respect of all contract placed through GeM, the dispute would not be referred or entertained by Micro and Small Enterprises Facilitation Council, Consumer Forum or any other adjudication Forum. All disputes in connection with the Contract, shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction, the place from where contract was issued is situated GeM SPV would not be a party to any such dispute/matter. In case any seller/ Service provider makes GeM a party /respondent in any case involving any dispute between Buyer and Seller arising out of a concluded contract or arising out of bidding process initiated/ concluded by the buyer of gem, it would be obligatory on the part of the buyer to represent GeM also through Counsel/Lawyer in the proceeding before the legal authority and ensure timely filing of replies/ affidavits etc provided by GeM also through their Counsel/Lawyer before the concerned legal authority during the course of 30 page litigation. A slandered reply on behalf of Gem, covering following aspects shall be incorporated in all replies /affidavits filed by the Buyer in such case. "Movement e-Market is a National Public Procurement Portal: an e-tended online Marketplace for Central and state Government Ministries/Departments, Central & State public Sector undertaking (CPSUs & SPSUs), Autonomous institutions and local bodies, for procurement of common use goods & services Prima facie, the dispute in the present case appears to be between the buyer and seller arising out a contract placed / Bid created by the Buyer on Government e-Marketplace. As per Clause 16, Clause 17 and Clause 22 of the General T

terms and conditions of Government e-marketplace (duly accepted by the Buyer and seller), GeM is not to be made a party to any dispute between the buyer and the seller. As such Government e market place is liable to be deleted from the array of parties, In light of the above, we request your good self to kindly delete Government e- Marketplace from the array of parties”.

13. Participating firm should submit in their letter pad that, firm has accepted all terms and condition mentioned in the instant bid.

14. Data Sheet: - 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 specification offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

15. Bidder Financial Standing: - The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload under taking to this effect with bid.

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

17. (11. IV. GTC) No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the buyer/consignee, the Seller shall be liable to remove/lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer /Consignee failing which suitable ground rent/warehousing charges would be payable by the seller to the Buyer/Consignee. If the Seller fails to remove/lift back such rejected Goods within reasonable time period, the Buyer/Consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller.

18. If any doubt on the seller submitted relevant documents i.e. Turn Over, Experience, Supply Orders and other documents are liable to be verified by the BOOs or Competent Authority. If found incorrect/fake, the bidder shall be blacklisted for 01 year.

19. MISC :-

1. Bidders are advised to check applicable GST on their own quoting.

2. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and screen shot of GST portal confirming payments of GST.
3. **If an agent submits on behalf of Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender (CVC Circular No. 1617030 dated 13.01.2012).**
4. If the seller failed to supply the store within the specific period, then buyer should have the right to take necessary/required action against the seller in accordance with General terms and Conditions of GeM.
5. Supply of store to be completed within 90 days from award of contract.
6. All the firm to provide copy of their GST registration certificate, Aadhar card & ITR etc.
7. Bidder must include the bid number with date in all the undertaking/certificate to be submitted.
8. Start-up:- Start-ups shall submit certifications of departmental for promotion of Industry and internal trade 5/7(DIPT) with bid documents to get exemption.
9. Bidder/OEM Turn Over Criteria :- The Minimum average annual financial Turnover of the last 03 years, ending on 31th March (21-22,2022-23, 2023-24).
10. Bidder has to submit an undertaking on their letter head their Firm has never submitted any fake /forged/edited misleading docs in any of the Government Department in the Last 02 years, and their documents have never been found-fake/ forged/ edited/misleading by any Government department in the last 02 years. If the undertaking is found false/manipulative/Misleading, the firm shall be blacklisted for 02 years from BS F.
11. Bidder has to give an undertaking on Letter head that their Firm has not defaulted in the supply of any contract issued by any Govt. Deptt in Last 02 Years in any consignee. If the undertaking found False/Manipul

ative/ Misleading, the Firm shall be blacklisted for 02 years from BSF.

12. Bidder has to submit undertaking for not-involved in any cartelization. In this instant Bid, if found involved in such cartel formation the firm should be rejected and blacklisted/ debarred for 2/3 year from participation in any procurement of the Govt, departments.
13. Part delivery of goods and part payment will not be considered. Accordingly, the bidders are advised to supply the entire stores in one lot through a single invoice, If firm intends to keep partial supply of goods at FTR HQ BSF M&C, PO-Arunachal Masimpur, Silchar, the same may be allowed at the risk of the seller on their request, subject to availability of storage space and as per discretion of the buyer. However, the date on which full supply is received as contract, shall be treated as the date of deliver.
14. The firm offered Bid product on the GeM portal is required to be **registered brand**. In this regard, proof of document for Registered Brand is required to submit with Bid document failing which the offer shall be rejected.
15. All participated firms should submit complete Udhyam registration certificate with all Annexure failing which their bid shall be rejected at initial stage.

22. Documents to be supplied by OEM Re-Seller/Authorized Dealer :-

1. If the bidder is OEM, relevant certificate to be provided.

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---