



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/6192945 Dated/दिनांक : 17-05-2025

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-06-2025 14:00:00
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	09-06-2025 14:30:00
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	Frontier Hq Bsf Tripura
क्रेता ईमेल/Buyer Email	ftrhqtra@bsf.nic.in
Total Quantity/कुल मात्रा	303
ltem Category/मद केटेगरी	Stationary Valve Regulated Lead Acid Batteries (V2) as per IS 15549 (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	18 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	148 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

Bid Details/बिड विवरण	
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
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/बिंड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिंड 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)	No
Estimated Bid Value/अनुमानित बिड मूल्य	3700000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	111000

## 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).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service

Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

## Beneficiary/लाभार्थी :

IG, BSF Salbagan, Tripura Inspector General, FTR HQ BSF (Comn Branch), SALBAGAN, AGARTALA, TRIPURA payable at SBI SALBAGAN, AGARTALA, TRIPURA (Inspector General)

## MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
MSE Purchase Preference/एमएसई खरीद वरीयता	

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum

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

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy

for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.
- 10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and  ${\rm H1}$  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

#### Stationary Valve Regulated Lead Acid Batteries (V2) As Per IS 15549 (303 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

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic	Battery voltage (in volt)	12
	Battery capacity (in Ah)	100
Construction	Material of container	Polypropylene co-polymer (PPCP), Acrylonitrile butadiene styrene (ABS)
	Number of cells per battery	6 Cells for 12 Volt Battery
	Method of connections between cells	Bolted
Warranty and Marking	Warranty (in years)	3 Or higher

## 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	Rakesh Kumar Paliwal	799012,HQ TRIPURA FRONTIER BSF, SALBAGAN (AGARTALA)	303	60

# Special terms and conditions-Version:1 effective from 19-08-2024 for category Stationary Valve Regulated Lead Acid Batteries (V2) as per IS 15549

1. Battery serial number list to be furnished by the seller along with the supply of the battery to the buyer.

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 2. Turnover

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. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

INSPECTOR GENERAL, FTR HQ BSF, SALBAGAN, AGARTALA, TRIPURA - 799012 payable at

SBI SALBAGAN, AGARTALA, TRIPURA

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 4. Forms of EMD and PBG

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

#### INSPECTOR GENERA, FTR HQ BSF, SALBAGAN, TRIPURA - 799012

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

#### 5. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 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. Generic

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

#### 8. Service & Support

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

## 9. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

#### 10. Service & Support

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

## 11. Generic

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

#### 12. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years 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 year. In case of bunch bids, the primary

product having highest value should meet this criterion.

#### 13. Certificates

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

#### 14. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:-
  - (i) Inhibit the desires and designed function of the equipment.
  - (ii) Cause physical damage to the user or equipment during the exploitation.
  - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

#### 15. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 16. Generic

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

## 17. Financial Criteria

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

#### 18. 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 (Increased quantity  $\div$  Original quantity)  $\times$  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.

### 19. Turnover

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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 20. Purchase Preference (State)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to

MSEs from the State of Bid Inviting Authority having valid Udvam 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 / State of Bid inviting authority. 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 % 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 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.

#### 21. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

### 22. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 23. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

INSPECTOR GENERAL, FTR HQ BSF, SALBAGAN, AGARTALA, TRIPURA - 799012 payable at

SBI SALBAGAN, AGARTALA, TRIPURA

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 24. 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, FTR HQ BSF, SALBAGAN, AGARTALA, TRIPURA - 799012

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.

#### 25. Certificates

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.

#### 26. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. If the supplier 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 & cost of the supplier for the unsupplied portion of the goods/ items without cancelling the contract in respect of the items not yet due to 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 to purchaser if any, shall have to be borne by the defaulting supplier. Mo reover, the defaulting supplier shall have no claim over the quantity, which they failed to supply. It is the d iscretion of BSF either to levy penalty clause and accept delayed deliveries or proceed with the alternate p rocurement plan invoking the risk purchase clause.
- **2.** Buyer have the right to reject the consignment if not satisfy with the technical parameters and perfor mance as per bidding terms.
- **3.** Before dispatch of the stores from Seller's premises, the seller has to check and confirm that the stor es fully meet the QRs/ Specification and inspection clause as per contract/ bid.
- **4.** Participating firm to submit undertaking in token of Acceptance of Terms & Conditions of the Bid duly signed by the authorized signatory.
- **5. Brand Type** The firm offered bid product on the GeM portal is required to be registered brand. In this regard, proof of documents for registered brand is required to submit with the bid documents failing which the offer shall be rejected at initial stage.
- **6.** In a tender either the principal/OEM or its authorized dealer/agents on behalf of the principal/OEM will participate. Both cannot Bid simultaneously for the same item/product in the same tender. (CVC Circular N o. 03/01/12 dated 13/01/2012 refers).
- **7.** The Bidders must upload the certificate from the OEM regarding percentage of the local content and t he details of locations at which the local value addition is made along-with their Bid.
- **8.** The firms/bidder is required to be submitted the firm **Pan Card, GST Registration Certificate and proprietor Aadhar Card** with the bid documents.
- 9. The firm/bidder is required to submit an undertaking regarding Flame retardant VO plastic for safety.
- **10.** Lab test report from Central Government/NABL approve/LIAC/ Govt. accredited LAB to prove conformity to the Governing specification should be furnished 03 years older.
- **11.** Each Battery should have warranty card for 3 years with mentioning OEM Battery Serial No and the Bidder (in case of Re-seller/ authorized dealers) is also required to attach, in its quotation, the manufactur er's confirmation of extending the required warranty for that product. This is necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer.
- **12.** The Battery shall carry a marking of polarity of both terminals by plus (+) and minus symbol (-) on the lid adjacent to the terminals.
- **13.** Availability of Physical service centre of Bidder/OEM in consignee locations (Agartala, Tripura) and details (address and Phone No.) to be furnished at the time of bid submission.

- 14. Part delivery of goods will not be considered. Accordingly, the bidders are advised to supply the entir e stores in one lot through a single invoice. If firm intends to keep partial supply of goods at Consignee loc ations, 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 per contrac t. shall be treated as the date of deliver.
- 15. Bidder/OEM Turnover Criteria: The Minimum average annual financial Turnover of the bidder/OEM of the offered product during the last 03 Years ending on 31ST March of the previous financial assessment ye ar i.e. 2022-23, 2023-24 & 2024-25 will be considered. In case the date of constitution/incorporation of the OEM is less than 03 years, the average turnover in respect of the completed financial assessment year afte r the date of constitution shall be taken into account for these criteria.
- 16. Past Performance Experience: CRAC/Purchase order copy alongwith Invoice of the last 03 years, endin g on 31st March (2022-23, 2023-24 & 2024-25).
- 17. In order to get the benefit of MSE/Startup prospective bidders are required to register themselves und er Udyam Aadhaar registration with 5-digit NIC Category Code of 27200. Firms registered under this co de will only be exempted from submitting the EMD. Firms with 5-digit NIC Category Code of 27200 will be required to submit Bid Securing Declaration Certificate in the prescribed proforma of this Bid.
- 18. 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 as Appendix - 'A

		Appendix- 'A'
	(To be given on Firm's Letter head)	
GeM Bid No	Dated	
	BIDDER FINANCIAL STANDING	
То,		
Inspector General		
Border Security Force (BSF)		
Frontier Head Quarter, Tripura.		
Salbagan, Agartala		
Tripura, Pin- 799012, <b>Sir,</b>		
We, M/s_ ership or similar proceedings and	under take that we are not under bankrupt.	liquidation, court receiv
	Yours Faithfully,	
	(Signature of the Authorized Signatory of official seal)	Bidder with
10 EMD .		

## 19. EMD :-

- i) START-UP:- Start-ups shall submit certification of 'departmental for promotion of Industry and internal trade 5/7(DPIIT)' with bid documents to get exemption.
- MSEs/Startups or any other entity will submit relevant documents i.e. Udyam Registration/ NSIC/ DIC etc. for exemption of EMD.
- MSES/Startup or any other entity exempted for EMD, they shall submit bid securing declaration (I n lieu of EMD) as per Appendix- 'B' along with bid documents failing which their participation will be liabl e to straight way rejected during initial scrutiny and no opportunity will be given to provide the same durin g review representation. The re-seller authorized dealers/traders are not exempted for EMD (Bid Securing), Turn Over and Experience/Past Performance.

	(To be given on Firm's Letter head)
GeM Bid No	Dated
RII	SECURING DECLARATION CERTIFICATE.
	SECURING DECLARATION CERTIFICATE.
To, Inspector General Border Security Force (BSF) Frontier Head Quarter, Tripura. Salbagan, Agartala	
Tripura, Pin- 799012,	
Sir,	
t and we fail to sign the contract s documents, we will be suspend	dated We, M/s under tak our bid during the period of validity or we are awarded the contrac or to submit a performance security before the deadline defined in bid led for the period of 02 years from being eligible to submit bids for cont order Security Force (BSF), Ministry of Home Affairs.
	Yours Faithfully,
(Sign	ature of the Authorized Signatory of Bidder with official seal)
v) All bidders should upload cop bank draft in favour of Inspecto , Salbagan, Agartala, Tripura	sit (EMD) instead of Bid Securing Declaration. If EMD is not submitted, the tial stage itself.  y of Bid security/EMD @ 3 % of estimated cost in shape account payee r General, BSF, Tripura, Frontier HQ BSF Tripura (Comn Branch) (West) Pin 799012 with bid documents followed with hard copy thro eceived within 05 days after opening date of Bid.
	for Cartel Formation:- Participated bidder is required to submit the unppendix- 'C' with the bid documents for non-submission of bid throug
	<u>APP</u>
<u>EN</u>	<u>DIX -'C'.</u>
	(To be given on Firm's Letter head)
GeM Bid No	Dated
<u>UN</u>	IDERTAKING FOR CARTEL FORMATION
We M/s r on the GeM Portal for manufact part of cartel with other vendors he Ftr HQ BSF Tripura.	Hereby, give an undertaking that as a Registered Vendo cures/re-seller for supply ofwill not be a and will be quoting competitive rates in the instant GeM bid called by t
GeM portal may de-list the name	are aware of the fact that the registering authority i.e. of our firm from approved vendors on the GeM portal as well as Govt. found confirms/declared about such cartel formation from any of the dents.

## Name of Proprietor:-

**Complete** 

### Address:-

## **Seal and Signature**

(Authorized Signatory of the firm)

**21** Bidder has submit an undertaking as per Appendix – 'D' that their firm has never submitted any fake /forged/edited misleading documents in any of the Government department in the last two years, and the ir documents have never been found fake forged/edited/misleading by any Government department in the last 02 (Two) years. If the undertaking is found false/manipulative/misleading, the firm shall be blacklist ed for 2 (Two) years from BSF.

APPENDIX -'D'

(To be given on Firm's Letter head)	
GeM Bid No Dated	
NON-SUBMISSION OF FAKE DOCUMENTS DECLARATION	
GeM Bid No Dated	
To Inspector General Border Security Force (BSF) Frontier Head Quarter, Tripura. Salbagan, Agartala	
Tripura, Pin- 799012,	
Sub: NON-SUBMISSION OF FAKE/FORGED DOCUMENTS DECLARATION	
GeM Bid Reference No:dated:	
Name of Item:	
Dear Sir,	
We hereby declare that we have not submitted the Fake/ Misleading /Ma ated documents from last two financial years from any Government Bids/Tenders including instant be the event that the informations found to be incorrrect/untrue of found violated, then your depend or organization shall without giving anynotice summarily reject/ terminate our bid, without prejut or any other rights including the blacklisted for 02 financial years.	id. In epart
Yours Faithfully,	
(Signature of the Bidder, with Official Seal)	
<b>22</b> Ridder has to give an undertaking on letter head as per Δppendix-'F' that their firm has not det	faulte

d in the supply of any contract issued by any Government Department in last year 02 years. If the undert aking found false/manipulative/misleading, the firm shall be blacklisted for 02 years from BSF.

APPENDIX -'E'

(To be given on Firm's Letter head)
GeM Bid No Dated
DECLARATION FOR NOT DEFAULTED IN SUPPLYING OF STORES
GeM Bid No Dated
To, Inspector General Border Security Force (BSF) Frontier Head Quarter, Tripura. Salbagan, Agartala Tripura, Pin- 799012,
Sub: DECLARATION NOT DEFAULTED IN SUPPLYING OF STORES
Name of Item:
Dear Sir,
We M/s hereby declare that we has not defaulted in the supply of the any contract issued by any Government Department from last two financial years in any consignee. If the undertaking found false/manipulative/misleading, the M/sshall be blacklisted for 02 years from BSF.
Yours Faithfully, (Signature of the Bidder, with Official Seal
<b>23. Not Blacklisted</b> :- Bidder will upload a self-certificate stating as per Appendix – 'F' that his firm has never been blacklisted by any Govt/PSU agencies in recent past and also not under liquidation/court receivership/similar proceedings.
APPENDIX-'F'
(To be given on Firm's Letter head)
GeM Bid No Dated
DECLARATION FOR NEVER BLACKLISTED BY ANY GOVT/PSU
GeM Bid No. Dated

To, Inspector General Border Security Force (BSF) Frontier Head Quarter, Tripura. Salbagan, Agartala Tripura, Pin- 799012,

Sub: DECLARATION FOR NEVER BLACKLISTED BY ANY GOVT/PSU

Dear Sir,	
We M/s	hereby declare that we have never been blacklisted/watchlist/ suspended GeM in recent past and also not under liquidation/court receivership/similar

Yours Faithfully, (Signature of the Bidder, with Official Seal

- **24. Arbitration Clause**: As per GeM Terms & Conditions, In the event of any question, dispute or differen ces is being raised under these conditions or any special condition of contract, or in connection with this c ontract (except as to any matters, the decision of which is specifically provided for these or the special con ditions,) the same shall be referred to the sole Arbitrator of the DG, BSF, Ministry of Home Affairs or of som e other person appointed by Him. It will be no objection that the Arbitrator is a Government Servant that h e has to deal with the matters, he has expressed a view on all or any of the matters in dispute or differenc es. The award of the Arbitrator shall be final and binding on the parties to the contract.
- **25. Right to rejection:-** Store will be accepted after inspection and only if they are found up to the stan dard specification. The decision of the BSF shall be final as to the quantity of the stores and shall be binding upon the tenders and in case of any of the articles supplied not being found as per losses caused to supplies should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The rejected stores must be removed by the tendered form the consignee's premises within 10 days from the date of intimation about rejection at the risk and cost of the tendered. The incharge stores concerned will take reasonable view of such materials but in no case shall be re sponsible for any loss shortage damage that may occur to it while is in the premises of the consignee
- **26. Liquidated damages**:- As per GeM Terms & Conditions.

27. RISK PURCHASE CLAUSE:

In the event of failure of supplier to deliver of dispatch of stores to provide the required service within the stipulated dates/period of the supply order/AT or in the event of breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the subject stores elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier. The cost as per risk purchase exercise may be recovered from the bills pending with the purchaser even against any other supplies outside this contract or even from the pending bills with any of the Govt Department /Ministry. In the event of contract being cancelled for any breach committed and the purchase effecting repurchase of the subject store at the risk and cost of contractor, the purchaser is not bound to accept the lower offer of Benami of allied sister concern of the contractor.

- **28 Extension of delivery Period:** No grace period will be granted except Force M ajeure Clause after the stipulated delivery period.
- **29. Force Majeure Conditions :-** If at any time during the continuance of the cont ract the performance in whole or in part by either party of any obligation under this c ontract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quara ntine restriction, strikes lockouts or act or God provided no tice of happening of such event duly evidenced with documents is given by one party to the other within 10 d ays from the date of occurrence thereof, neither party shall be by reasons of such ev

ent, be entitled to terminate the contract nor shall either party have any claim for da mages against the other respect of such non-performance or delay in performance a nd 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 wh ether the deliveries have been so resumed or not, shall be final and conclusive, Prov ided further that if the performance in whole or part of any obligation under this cont ract 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.

## 30. Checking By Seller before Dispatch:-

- i) Before dispatch of the stores from Seller's premises, the seller has to check and confirm that the stores fully meet the QRS/Specifications and Inspection Clauses as per Contract/bid.
- ii) 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 no t meeting the QRs /Specification as per bid/Contract.

#### 31. MISC:-

- i) Bidders are advised to check applicable GST on their own quoting.
- ii) 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.
- iii) If an agent submit bid 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.03/01/12 dated 13.01. 2012 refers).
- iv) If any doubt on the relevant documents submitted by seller i.e. turnover, exper ience, supply orders and other bid documents are liable to be verified by the BOOs or competent authority. If found in correct/fake, the bidder shall be blacklisted for 01 year.
- v) Delivery of consignment:-In case, the stores (either full or part) rejected the committee due to not meeting the quality/technical specification, 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 fail ing 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.
- vi) Taking shelter under filmsy grounds such as damage could have been caused by rat bide, power outage, rough handling on the part of the user and similar such re asons and failing to provide maintenance/replacement support will not be accepted.
- 32. Documents to be supplied by OEM if the bidder is Re-Seller/Authorized Dealer:-
- i) If the bidder is OEM, relevant certificate to be provided.
- ii) If the Bidder is Re-Seller/Authorized Dealer then Manufacture's Authorization Cert ificate and also manufactures confirmation of extending the required warranty for the product should be enclosed with the Bid.
- **33.** The buyer reserves rights to cancelled/reject the bid/tender at any time withou t assigning any reason.

## 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 <u>attached categories</u>, 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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---