

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-06-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-06-2024 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	Sriganganagar
Total Quantity/कुल मात्रा	56
Item Category/मद केटेगरी	Network Keyboard Joy Stick
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	13 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	100 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),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

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	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	75600

#### 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).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Beneficiary/लाभार्थी :

DIG SHQ BSF SRIGANGANAGAR  
Sriganganagar, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs  
(Dig)

#### Splitting/विभाजन

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

### **MII Purchase Preference/एमआईआई खरीद वरीयता**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / 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. 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 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% (Selected by Buyer) 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 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.

8. 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.

9. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
29-05-2024 11:00:00	SHQ BSF SRIGANGANAGAR, SSB ROAD, 3E CHHOTI, SRIGANGANAGAR (RAJASTHAN) Telephone Number- 0154-2463009 E mail id- shqsrignr@bsf.nic.in

#### Network Keyboard Joy Stick ( 56 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Suresh Kumar Sankhla	335001,SHQ BSF SRIGANGANAGAR SSB ROAD 3 E CHOTTI	56	60

#### Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Network Keyboard Joystick will be SITC based <a href="#">View</a>	-	Network Keyboard Joy Stick(56)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

#### 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. 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.

##### 3. Generic

**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.

##### 4. 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.

##### 5. Generic

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

##### 6. 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.

#### 7. 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

#### 8. Generic

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

#### 9. Generic

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.

#### 10. Generic

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.

#### 11. 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.

#### 12. 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 %.

#### 13. Generic

IT equipment shall be IPv6 ready from day one.

**14. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

**15. OEM**

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

**16. Forms of EMD and PBG**

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

DIG SHQ BSF SRIGANGANAGAR  
payable at  
SBI SRIGANGANAGAR

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.

**17. 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

DIG SHQ BSF SRIGANGANAGAR  
payable at  
SBI SRIGANGANAGAR

. 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.

**18. Financial Criteria**

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

**19. Certificates**

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

**20. 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.

**21. 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.

**22. Service & Support**

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

**23. Service & Support**

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

**24. Warranty**

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

## 25. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 26. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

## 27. **Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 10 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Annually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

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(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 2% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

## 28. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### 1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### 1. **Buyer Added Bid Specific ATC**

The following additional terms and conditions/specifications and clarification are required to be published .

(i) **Network Key board joysticks should be compatible with Glotec PTZ Cameras Model No .GL-6.2-36-44ASDPTZ, Bullet Camera Model No. GL-3VFSIP, NVR Model G L-NVR 6216 and other model of CCTV Eqpts installed in the area. All connected spare parts & accessories required to make the network key board joysticks functional. The trail be carried out with mentioned Cameras/NVR /Eqpts.**

(ii) In lieu of EMD, MSE/stats-up or any other entity exempted for EMD, provision for submission of bid security declaration as per format (Appendix-A) stands circulated vide letter No. 2 15-50 dated 19<sup>th</sup> Ja n'2022 be incorporated in all tenders with the instructions that in case the bid Securing declaration is not submitted along with the Technical Bid documents, their offers shall be rejected during initial scrutiny.



Appendix-A

Open Tender inquiry No. \_\_\_\_\_ Dated \_\_\_\_\_

BID SECURING DECLARATION CERTIFICATE

To,

The Dy Inspector General

SHQ BSF SRIGANGANAGAR-335001

Sir,

Tender/Gem Bid No. \_\_\_\_\_ dated \_\_\_\_\_ We, M/S \_\_\_\_\_ under take that if we withdraw or modify our bid during the period of validity, or we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in bids documents, we will be suspended for the period of 02 years from being eligible to submit bids for contract with procuring entity i.e. Border Security Force (BSF), Ministry of Home Affairs.

Yours Faithfully

(Signature of the authorized signatory of Bidder, with official seal)

(iii) The Bidder (In case of Re- seller/authorized Dealers) is also required to attach, in its quotation, the Manufacturer's confirmation of extending the required warranty for that product. This is necessary to ensure quotation from a responsible party offering genuine project, also backed by a warranty obligation from the concerned Manufacturer.

**(iv) In a tender, 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 No. 03/01/12 dated 13/01/2012 refers).**

**(v) Brand Type- Items must be branded.**

(vi) Bidders have to be provided **certificate regarding percentage of 'Local Contents'** in accordance with the Letter of DPIIT Dated 16 Sept 2020.

(vii) Lab Test Report required from **NABL/ ILAC / Govt accredited** Lab along with Technical bid not older than 3 years .

(viii) Certificate regarding compliance of Ministry of Finance (DOE) (PPD)OM dated 23 July 2020 if any will be submitted by the bidder.

**(ix) Scope of work of Network key board joysticks will be SITC (Supply, installation, Testing & Commissioning) based.**

**(x) The Bidder is required to support the spares parts and accessories of the quoted items for minimum 05 years after completion of Guarantee/Warranty period.**

(xi) Liquidated Damage (LD) as per GeM Terms & Conditions.

(xii) Bidders/ sellers should provide services at consignee locations during warranty period where equipments are to be installed.

**(xiii) The bidder is required to go for demonstration /Proof of concept / advanced sample of the quoted network key board joysticks during evaluation of the technical bid at NO COST NO COMMITMENT BASIS.**

(xiv) OEM firm are eligible to get benefits of MSE/Starts-up .They not under watch listed doc

uments along with bid documents.

(xv) The bidder should submit self-declaration that the bidder is not under watch listed banned/suspended /blacklisted by any Govt deptt.

(xvi) If the seller failed to supply the stores with the specific period ,then the buyer should have the right to take necessary /required action against the seller in accordance with GTC of GeM.

(xvii) For re-seller Firms ,a scanned copy of the bank guarantee (EMD) shall be uploaded by the seller in the online bid and a hard copy of the same will have to be submitted directly to the buyer within 05 days of bid opening. Hence hard copy is required failing which their offer shall be rejected at initial stage .

(xviii) The firm offered bid products on the GeM portal are required to be registered brands. In this regard proof of documents for registered brand is required to be submitted with the bid documents failing which the offer shall be rejected at initial stage .

(xix) **Payment:** The payment of the Equipment will be made after 100% Supply, Installation, Commissioning & Testing of Eqpts.

(xx) **Training: Training to be imparted by Vendor to all concerned BSF technical team of respective BNs.**

(xxi) Firm/Bidder to provide its GST Registration certificate.

(xxii) **Pre bid service meeting will be conducted at SHQ BSF Srigananagar location.**

(xxiii) **Non declaration certificate (NDC) is required to be produced by all the participated firms in the demonstration/POC while returning the stores.**

**2. SITE VISIT & APPRECIATION OF SITE REQUIREMENT:-i)** Bidder are advised to visit a actual site for:

(a) Site Survey before bidding.

(b) To design to solution as per site requirement.

(c) To understand the site condition before quoting the price.

ii) Bidders should visit and examine the installation site and its surroundings. The site survey be done preferably in first 4/5 days and obtain all information that may be necessary on its own responsibility and team of BSF official will assist in this work. The costs of visiting the site shall be borne by the Bidder whereas it will be.

iii) The submission of bid/tender shall be deemed to have been done after careful study and examination of the site conditions with full understanding of the implications thereof.

iv)The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

v)The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

vi)The bidder/Tenderer are advised to visit the proposed site of work and acquaint himself/ themselves with the site conditions, working hours and all relevant items connected with execution of work.

### **3. Responsibility of Completion & system Optimization: -**

Complete Installation, Testing & Commissioning of the items at the border shall be the responsibility of the supplier/bidder. Any fitting or items which may not be specially mentioned in the specifications or in the tender but subsequently in the process of execution of work or even during Warranty period, Consider necessary for completeness of the work or to maintain the system effectively under this tender to be provided by the bidder without any extra charge.

#### **4. RISK Purchase Clause:-**

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 un-supplied 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 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. 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 .

#### **5. Checking By Seller Before Dispatch:-**

a). 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.

b). 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.

#### **6. Documents to be supplied OEM Re-Seller/Authorized Dealer:-**

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

b). If the bidder is Re-Seller/Authorized Dealer then Manufacture's Authorization Certificate and also manufactures confirmation of extending the required warranty for the product should be closed with the Bid.

c). Class-1 Local Supplier and Class-II Local Supplier as defined in Public Procurement (Preference to Make in India) , Order 2017 read with DPIIT OM dated 16 Sept 2020 will be eligible to participate in the subject Bid. 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.

d) Wherever authorized distributors a/Service providers are submitting the bid , Authorization form/Certificate with OEM/Original Service Provider details such (as name, designation, Address, e- mail and phone No.) required to be furnished alongwith the bid. .

#### **7. JRI (Joint Receipt Inspection)**

(i) Joint Receipt Inspection (JRI) / Survey will be carried out at the place of consignee location before final acceptance by the rep of BSF and the supplier.

(ii) 100% of the equipments would be put through inspection during JRI before Final Acceptance.

(iii) Upon completion of the JRI, the authorized representatives of the Purchaser and the Supplier shall sign the certificate/board proceedings of Joint Receipt Inspection (J2).

(iv) **If any equipment is rejected in final inspection as not conforming to Tender Specifications the same must be replaced within scheduled Delivery Period before final acceptance.**

(v) Alternatively at purchaser's option, money be refunded positively within 30 days of issue of notice of such rejection in case any payment is already made to the seller.

**(vi)The consignee's right of rejection in this regard will be final and absolute.**

#### **8. Inclusive in the scope of Installation, Testing & Commissioning: -**

**(i) The stores supplied at Consignee location will be installed, commissioning and tested at Indo-Pak Border area by the successful bidder after survey of stores. Bidder will carry the stores from consignee location to Indo-Pak Border area on their own expenditure.**

**(ii) The complete supply, Installation, Testing & Commissioning of items should be completed**

**within 60 Days (Including delivery period) from the date of supply order placed.**

**(iii) These Eqpts are to be installed at different Border Out post/locations in the AOR of Sector BSF Sriganagar .**

**9. Additional T & C:-**

(i) The department shall have no liability, financial or otherwise, for any harm/damage injury caused to the manpower / machinery deployed by the firm in the course of performing work of this department . Neither the firm nor its workers shall have any claim on this department for compensation or financial assistance on this account.

(ii) The firm personnel shall have not divulge or disclose to any person any details of office operation process, technical know-how, security arrangement, administrative and organization matters as all these are confidential in nature. It is binding for the contractor not to disclose the networking module of above work and any other information related to this work to any individual /group / firm which may cause harm to the security of organization.

(iii) The damage cause, if any, to Government property through the acts of the firm and or by its workers shall be made good by the agency and decision of the department in this regard shall be final/ binding.

(iv) Force Majeure: In no event shall either party have any liability for the failure to comply with this agreement, if such failure results directly from the occurrence of any contingency beyond the reasonable control of the party, including without limitation, strike or other labour disturbance, riot, Major power failure, war, natural calamities including but not limited to floods, earthquake, fire, volcanic eruptions, epidemic, national emergency, limited to floods, earthquake, fire, volcanic eruptions, epidemic, national emergency, interference by any Government or Government agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (each a "Force Majeure event"). In the event that either party is unable to perform any of its obligations under this agreement because of a Force Majeure Event exceeds thirty (30) days, the party whose ability to perform has been so affected may, by giving written notice, terminate this agreement.

(v) Taking shelter under flimsy reasons such as damage could have been caused by Rat bite, power outage, rough handling on the part of the user and similar such reason and failing to provide maintenance / replacement support will not be acceptable.

(vi) There will be "NO LICENCE" constraint with any equipment.

(vii) The Buyer reserve the right to reject the bid if ;

a) Effective competition is lacking

b) Bids and proposal are not substantially responsive to the requirements of the Procurement Documents.

c) The Bids/Proposal prices are substantially higher than the updated cost estimate of Available budget; or

d) None of the technical proposal meets the minimum technical qualifying score.

## **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---**