बिड संख्या/Bid Number: GEM/2026/B/8008747
दिनांक /Dated: 14-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-11-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-11-2026 12:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Home Affairs
विभाग का नाम/Department Name	Central Armed Police Forces
संगठन का नाम/Organisation Name	Border Security Force (bsf)
कार्यालय का नाम/Office Name	Ig Bsf Spl Ops Chhattisgarh
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :maldaftr@bsf.nic.in Buyer Email id: swarup102@bsf.nic.in
कुल मात्रा/Total Quantity	9258
वस्तु श्रेणी /Item Category	Boot Ankle Textile Jungle Boot Direct Moulded Pu Sole In Pairs as per FDDI specification (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वित्तीय वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Financial Years)	46.25 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	370 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	FDDI-Noida UP
अनुमानित बिड मूल्य / Estimated Bid Value	9250000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

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

लाभार्थी /Beneficiary :

Inspector General
IG HQ (Spl Ops) BSF Chhattisgarh, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs
(Sanjay Pant)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई के लिए आरक्षित / Reserved for MSE

एमएसई के लिए आरक्षित / Reserved for MSE	Yes

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
8. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after

evaluation of documents submitted.

9. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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 to participate in this bid. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
10. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 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. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.
12. **Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

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

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

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

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

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

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

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

borne by seller.

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

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

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

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Boot Ankle Textile Jungle Boot Direct Moulded Pu Sole In Pairs As Per FDDI Specification (9258 pairs)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
SIZE	**Size**	8, Assorted sizes (5, 6, 7, 8, 9, 10, 11 & 12) as per buyer's requirements
COLOUR	**Colour**	Olive Green, Brown
TEST REPORT	**Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification.**	YES
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes
ADVANCE SAMPLE	**Agree to provide Advance Sample(s) for buyer's approval before commencement of supply**	Yes

Additional Specification Parameters - Boot Ankle Textile Jungle Boot Direct Moulded Pu Sole In Pairs As Per FDDI Specification (9258 pairs)

Specification Parameter Name	Bid Requirement (Allowed Values)
Size	Size roll will be convey to the L1 firm after awarded contract
Colour	Olive Green

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	View

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Swarup Saha	490006,THQ IG SPL OPS, BSP Hr Secondary School, Opposite SBI- Maroda Uttai Risali sector, Bhilai	9258	90

Special terms and conditions-Version:1 effective from 04-05-2020 for category Boot Ankle Textile Jungle Boot Direct Moulded Pu Sole In Pairs as per FDDI specification

1. After award of contract, when specified in the Bid, Seller shall have to get Advance\nSample(s) approved by the Buyer before starting Bulk Supplies. The Seller shall submit the\nAdvance Sample(s) within 7 days from the date of placement of the order. The buyer shall\napprove or otherwise the Advance Sample(s) within 7 days from the date of receipt of the\nAdvance Sample(s).

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

1. **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.

2. **Scope of Supply**

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

3. **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.

4. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

FDDI/MSME

Post Receipt Inspection at consignee site before acceptance of stores:
BOOs

5. **Sample Clause**

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

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samples for Buyer's approval, within 15 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 7 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.
Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

6. **Certificates**

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

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITION

1.	In lieu of EMD/Bid Security under Rule 170 (iii) if GFR 2017, MSEs/Start-up/Exempted categories shall submit Bid Securing Declaration as per format attached to this bid, failing which the offer shall be rejected during initial Scrutiny/stage and no representation shall be considered. (Performa of Bid securing Declaration certificate attached as **Appendix-'A'**)
2.	Participated firms should submit a **Self-declaration** that the bidder is not under watch list/banned/suspended/blacklisted by any Govt. department. (Performa attached as **Appendix-'B')**.
3.	**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. (Performa attached as **Appendix-'C'**)

4.	**UNDERTAKING CERTIFICATE FOR CARTEL FORMATION** : - The firm/bidder is required to submit the under taking certificate for non – submission of bid th rough cartel formation with the bid documents for supply of bid required stores as part of cartel with other vendors and will be quoting competitive rates in th e instant gem bid called by BSF FTR (Spl-Ops) Chhattisgarh and consideration/ acceptance for de-list/blacklisted for 02 years if found involved in such cartel f ormation from any of the departments or through documents failing which the offer shall be rejected. (Performa attached as **Appendix-'D'**)
5.	Warranty period of the supplied products shall be 01 year from the date of fina l acceptance of goods at consignee location. OEM Warranty certificates must b e submitted by successful Bidder at the time of delivery of Goods. The Seller sh ould guarantee the replacement of goods in case of any defects during the gua rantee period. (Performa attached as **Appendix-'E'**)
6.	The firm/bidder is required to be submitted an undertaking that their firm has not defaulted in the supply of any contract issued by any Government departm ent in last 2 years in any consignee. In case of firm has defaulted, it will menti on in the undertaking i.e. GeM contract number, date of default, penalty impos ed or buyer concern details and any other details/remarks. If the undertaking f ound false/manipulative/misleading, the firm shall be blacklisted for 02 years fr om BSF. (Performa attached as **Appendix-'F**')
7.	The firm/bidder is required to be submit an undertaking certificate that their fir m has never submitted any **Fake/Forged/Misleading/Manipulated** docume nts in any of the government department in the last 02 (two) years and their d ocuments have never been found Fake/Forged/Misleading by any government department in the last 02 years. If the undertaking is found false/manipulative/ misleading, the firm shall be blacklisted for 02 years from BSF. (Performa attac hed as **Appendix-'G'**).
8.	The bidder/OEM is required to submit Certificate of Manufacturer/OEM (Perfor ma attached as **Appendix-'H'**)
9.	The bidder/OEM is required to provide Dedicated /toll Free Telephone No. for S ervice Support. (Performa attached as **Appendix-'J'**)
10.	Participation firm should submit in their letter pad that, firm has accepted all t erms and condition mentioned in the instant bid. (Performa attached as **Appe ndix-'K'**)
11.	**Bid reserved for MSE & Purchase Preference for MII:** Bidder to upload certificate regarding percentage of the local content and the details of locations at which the local value addition is made along with their bi d. (Performa attached as **Appendix-'L**')
12.	**Compliance of GFR Rule 144 (x):** Bidder should submit a certificate in compliance of MoF (DoE) OM No.F.7/10/2021-PPD (1) dated 23.02.2023 i.e a bidder is not from a country s haring land border. (Performa attached as **Appendix- 'M'**)
13.	Undertaking of Fall Clause- Given in **ATC Documents - N**)

14.	**CVC Guidelines:** The Indian agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/produ ct in the same tender (CVC – Guidelines issued vide Circular No. 03/01/12(12-0 2-6 CTE/SPL (1)-2/167030 dated 13 Jan 2012 refers). CVC guidelines should be followed meticulously and a certificate in this regard will be furnished by the bi dder. (Performa attached as **Appendix- 'O'**)
15.	**Testing Sample: -** The testing of bulk sample during PDI will be carried out b y FDDI/MSME. The PDI testing charges would be borne by the seller. 03 (three) advance sample will be sent by L-1 Firms duly tested by above mentioned any of the Labs only within 15 Days. If advance sample rejected then buyer has rig ht to cancel the bid.The PDI and Lab testing charges would be borne by the sell er. **Declaration whether the bidder is agreed/accepted the PDI agenci es.** (Performa attached as **Appendix- 'P'**)
16.	**CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:** A bidder shall not have conflict of interest with other bidders. Such conflict of i nterest can lead to anti-competitive practices to the determent of purchaser's i nterest. The bidder found to have a conflict of interest shall be disqualified. A b idder may be considered to have a conflict of interest with one or more parties in this bidding process if: a. They have controlling partner (s) common: or b. They receive or have received any direct or indirect subsidy/financial st ake from any of them: or c. They have the same legal representative/agent for purposes of this bid: or d. They have relationship with each other, directly or through common thi rd parties, that puts them in a position to have access to information ab out or influence on the bid of another bidder. e. Bidder participates in more than one bid in this bidding process. Partici pation by a bidder in more than one bid will result in the disqualificatio n of all bids in which the parties are involved. However, this does not li mit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid. f. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid. g. In cas of a holding company having more than one independently man ufacturing units. Or more than one unit having common business owne rship/management. Only one unit should quote. Similar restrictions wou ld apply to closely related sister companies. Bidders must proactively d eclare such sisters. Common business. Management unit is same/simil ar line of business. (Performa attached as **Appendix – 'Q')**

17.	**Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/Time period(s) specified in the Contract, the Purchaser will be entitled to deduct/recover the Liquidated Damages for the delay, (unless covered under Force Majeure conditions prescribed on GeM), @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10 % of the contract value without any controversy/dispute of any sort whatsoever. (Performa attached as **Appendix – 'R')**
18.	**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 unsupplied portion of the goods. Items without cancelling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery and if thought fit/necessary, to purchase the items at the risk and cost of the Supplier. The price differential in case of higher cost 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 leave penalty clause 7/9 and accepts delayed deliveries or proceeds with the alternate procurement plant 7/9 invoking the risk purchase clause. (Performa attached as **Appendix – 'S')**
19.	**Force Majeure Clause: -** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause. (Performa attached as **Appendix – 'T')**
20.	**Option clause-** The purchaser reserves the right to increase or decrease the quantity to be ordered upto 50 percent of bid quantity at the time of placement of contract. The purchase also reserves the right to increase the ordered quantity by upto 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidder is bound to accept the orders accordingly. (Performa attached as **Appendix – 'U')**

21.	**Lab Test Report:** Lab Test Report is required to be submitted by the tender along with the t echnical bid documents in a at least one of the last 3 years before the bid open ing date duly inspected by NABL Accredited Labs/MHA captive agency for conf ormity of all the parameters as per bid requirement specification of the store.
22.	All participated firms should **submit complete Udhyam registration certifi cate** containing NIC code i.e 15201/15202/15209 **failing with their bid shall be rejected.**
23.	**Disclaimers and right of procuring entity :** The issue of the bid document does not imply that the procuring entity is boun d to select BIDs and it serves the right without assigning any reason to : (a) Reject any or all the bids : or (b) Cancel the tender process: or (c) Abandon the procurement of the goods: or (d) Issue another tender for identical or similar goods (e) Reserve the right to accept or reject bids with any all deviations.
24.	Bidders are advised to check applicable GST on their own quoting. Buyer will n ot take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (Whichever is lower) subject to the maximum of quoted GST%.
25.	**Registered Brand:** The firm offered bid product on the GeM portal is required to be registered brand. In this regard, proof of document for registered Brand i s required to submit with the bid documents failing which the offer shall be rej ected at initial stage.
26.	**Survey of Store :-** After receipt of stores, a board of officers detailed from th is HQ will carry out survey the store and has right to accept or reject the suppli ed store fully/partially, owing the reason of substandard quality/not as per pres cribe specification/QR etc.
27.	**EPBG :-** Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FD R should be made out or pledged in the name of IG FTR HQ (SPL OPS) BSF CHH ATTISGARH .The bank should certify on it the deposit can be withdrawn only on the demand or with the sanction of the pledge. For release e of Security Deposi t, the FDR will be released in favour of bidder by the Buyer after making endor sement on the back of the FDR duly signed and stamped along with covering l etter. Successful Bidder has to upload scanned copy of the FDR document in pl ace of PBG and has to ensure delivery of hard copy of Original FDR to the Buye r within 15 days of award of contract
28.	All firm/bidder is required to be submitted photo copy of firm PAN card, ITR (La st 03 Years), GST registration certificate and proprietor Aadhar Card with the b id documents.

29.	OEM firms are only eligible to get benefits for MSE/Start-ups. Firm should submit valid documents alongwith bid.
30.	**CONSIDERATION OF BIDDER/OEM TURNOVER CRITERIA:** The minimum average annual financial turnover of the bidder/OEM of the offered product during the last 03 year ending on 31st March of the previous financial assessment year i.e, 2023-24, 2024-25 & 2025-26 will only be considered. In case the date of constitution/incorporation of the OEM is less than 03 years old, the average turnover in respect of the completed financial assessment year after the date of constitution shall be taken into account for these criteria. **If the firm don't update the turnover details on the GeM portal duly verified from ITR from last three assessment financial years the offer shall be rejected.**
31.	**Right to rejection : -** Store will be accepted after inspection and only if they are found up to the standard specification. The decision of the BSF shall be final as to the quality of the stores and shall be binding upon the tenders and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers 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 acceptance or articles will be made only when the article are inspected and found upto the standard specification and free from all defects. The rejected stores must be removed by the tenderers from the consignee's premises within 15 days from the date of the intimation about rejection at the risk and cost of the tender. The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, storage, damage that may occur to it while it is in the premises of the consignee. a. The tender may be cancelled at any stage at the discretion of competent authority without reason as per clause 173 of GFR 2017. b. The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are to found be substandard, inferior and not meeting the QRs. c. 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.
32.	**Dispute resolution between the buyer and the seller/service provider:** The clause No. 16 as mentioned in General Terms & Condition on GeM 4.0 (Version 1.12) dated 16th August 2023 should also invariable be added.
33.	While dispatching the stores to the consignee location by L1 firm should be submitted PDI report alongwith testing report as drawn for testing by laboratory mentioned in Srl No. 15 in original, otherwise stores will not be accepted.
34.	All participated firms shall provide their Director Identification Number (DIN) and Corporate Identification Number (CIN), if applicable.

35.	Copy of CRAC/Proof of completed supply to be uploaded alongwith contract for re-experiences/past performance criteria ascertain its authenticity of stores su pplied except MSE and start-up-firm,
36.	RE-seller and authorized dealers or any other entity applicable for EMD (Earnest Money Deposit) will submit EMD instead of Bid Security Declaration.
37.	All transportation loading and uploading charges for delivery of stores i.e. 9258 Nos of Jungle boot will be borne by the seller.
38.	Bidder should follow bid specification.

Appendix – "A"

BID SECURING DELARATION CERTIFICATE

(On Firm's Letter head)

GeM Bid No _____ Dated _____

To

Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

Tender/GeM. Bid No._____ We. M/S _____ und er take that if we withdraw or modify our bid during the period of validity, or we are awarded the contract and we fail or we are to sign the contract, or to submit a performance security before the deadline define d in bids documents, we will be suspended for the period of 02 years fro m being eligible to submit bids for contract with procuring entity i.e. Bor der Security Force (BSF), Ministry of Home Affairs.

(Signature of the Authorized Signatory of B idder, with Official seal)

Appendix – "B"

FORMAT OF UNDERTAKING FOR BLACKLISTED

(On Firm's Letter head)

GeM Bid No _____ Dated _____

To

Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

01. We M/s _____ do hereby undertake that our firm has not been watch listed/blacklisted/suspended or banned by any Govt. department/public sector undertaking/ corporate organization.

02.

03. We M/s _____ do hereby undertake that our firm has not under liquidation, court receivership or similar proceedings and also not bankrupt on any account.

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

Appendix – "C"

FORMAT OF UNDERTAKING FOR BIDDER FINANCIAL STANDING

(On Firm's Letter head)

GeM Bid No _____ Dated _____

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

We M/s _____ (write name of the firm) declares that our firm is not under liquidation, court receivership or similar proceedings. The Company is also not bankrupt.

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

Appendix-'D'

UNDERTAKING FOR CARTEL FORMATION

(On Firm's Letter head)

GeM Bid No _____ Dated _____

We_____ Hereby, give an undertaking that as a Registered Vendor on the GeM Portal for manufactures for supply of _____ _____ will not be a part of cartel with other vendors and will be quoting competitive rates in the instant GeM bid called by the Ftr HQ BSF (Spl Ops) Chhattisgarh.

We_____ are aware of the fact that the registering authority i.e. GeM portal may de-list the name of our firm approved vendors on the GeM portal as well as concerned department for two (02) years. If found confirms/declared about such cartel formation from any of the departments and through documents.

Name of Proprietor :-

Complete Address :-

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

Appendix-'E'

UNDERTAKING FOR COMPLIANCE TO WARRANTY CLAUSE

(On Firm's Letter head)

GeM Bid No _____ Dated _____

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

We M/s_____ having registered office at_____ ___ undertake that the Warranty period of the supplied products shall be 01 Year **from** the date of final acceptance of goods

(Signature of the Authorized Signatory of B idder, with Official seal)

Appendix-'F'

DECLARATION FOR SUCESSFULLY SUPPLYING OF STORES

(To be given on Company Letter Head)

GeM Bid No _____ Dated _____

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Dear Sir,

We _____ hereby declare that we hav e successfully supplied the Govt stores without any cancellation of contra cts from last two financial years. In the event that the information is foun d to be incorrect/untrue or found violated, then your department/organiz ation shall without giving any notice summarily reject/ terminate our bid, without prejudice to any other rights including the blacklisted for 02 finan cial years.

(Signature of the Bidder, with Official Seal)

APPENDIX-'G'

NON- SUBMISSION OF FAKE DOCUMENTS DECLARATION

(To be given on Company Letter Head)

GeM Bid No _____ Dated _____

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Dear Sir,

We _____ hereby declare that we hav e not submitted the Fake/Misleading/Manipulated documents from last t wo financial years from any Government Bids/Tenders including instant b id. In the event that the information is found to be incorrect/untrue or fo und violated, then your department/ organization shall without giving an y notice summarily reject/terminate our bid, without prejudice to any oth er rights including the blacklisted for 02 financial years.

(Signature of the Bidder, with Official Seal)

APPENDIX-'H'

TO WHOM IT MAY CONCERN

UNDERTAKING FOR OEM CERTIFICATE.
(To be given on Company Letter Head)

GeM Bid No _____ Dated _____

_

Dear Sir,

We, M/S---------- hereby declare that we are the OEM of the offere d product.

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

APPENDIX-'J'

Dedicated Telephone No. for Service Support
(To be given on Company Letter Head)

GeM Bid No _____ Dated _____

Our Dedicated/toll free Telephone No. for service support is: ----------

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

Appendix-'K'

–

ACCEPTANCE OF TERMS & CONDITIONS OF BID
(On Firms Letter head)

GeM Bid No _____ Dated _____

Dear Sir,

1. I/We have downloaded/obtained the GeM bid documents(s) for the above mentioned 'Bid' from the web site(s) namely; GeM portal on date.....
2.
3. I/We hereby certify that I/We have read the entire terms and conditions of the bid documents (including all documents like Specification, Bid Details(s), Buyer Added Bid Specific Terms and Conditions (s), Buyer Added Bid Specific ATC, Buyer uploaded ATC documents, Quality Assurance Plan document and etc.) and I/We shall abide hereby the terms/conditions/clauses contained therein.
4. The corrigendum (s), if any, issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
5.
6. I/We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s)/corrigendum (s) in its totality/entirety.
7.
8. I/we do hereby declare that I/We have read and understood the entire specifications/requirement laid down in the Bid document and have prepared the bid in compliance with the requirements specified in the document.
9.
10. I/We certify that all information and documents furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract without prejudice to any other rights or remedy including the blacklisted for 02 financial years absolutely.

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

Appendix-'L'

LOCAL CONTENT CERTIFICATE

(On Firm's Letter Head)

GeM Bid No _____ Dated _____

CERTIFICATE INDICATION PERCENTAGE OF LOCAL CONTENT REQUIREMENT FOR CLASS –I LOCAL SUPPLIER AND CLASS – II LOCAL SUPPLIER

S.NO	DETAILS	
I.	Type of supplier (Class-I local supplier or class-II local supplier	
II.	Percentage of local content	100 %
III.	In case the bid value is more than Rs 10 Crore the declaration relation 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	
IV.	Locations (s) at which the local value addition (address of manufacture unit process)	
V.	Debarment of violation of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) order dated 04/06/2020	

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

APPENDIX-'M'

(TO BE IN THE COMPANY LETTER HEAD)

GeM Bid No _____ Dated _____

Certificate regarding compliance of Ministry of Finance, Department of Expenditure, Public Procurement Policy Division Order No. F.No. 7/10/2021-PPD Dated 23.02.2023

I certify that.....

..... (name of the firm) is not covered b y the definition of the bidder as per Public Procurement Division Order No . F.No. 7/10/2021-PPD Dated 23.02.2023 and is thus not required to be r egistered with the Competent Authority for this purpose.

OR

I certify that.....(name of the firm) comes within the ambit of Public Procurement Division Order No. F.No. 7/10/2021-PPD Dated 23. 02.2023 and for this purpose, it is registered with the Competent Authori ty, Valid registration certificate NO.....Dated..... issued by.....is enclosed.

(Strike off the portion not applicable)

Signature of tenderer :- _____

Name in block letter :- _____

Name of firm :- _____

Address :- _____

Appendix-'N'

UNDERTAKING OF FALL CLAUSE
(On Firm's Letter head)

GeM Bid No _____ Dated _____

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

We, M/s _____ (name of the firm) und ertakes that we have not supplied/is not supplying the similar systems or subsystem at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is f ound at any stage that the similar system or sub-system was supplied by us to any other Ministry/Department of the Government of India at a lowe

r price than that very price, with due allowance of elapsed time, will be a pplicable to the present case and the difference in the cost would be refu nded by us the Buyer, if the contract has already been concluded.

We shall strive to accord the most favoured customer treatment t o the buyer in respect of all matter pertaining to the present case.

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

Appendix – "O"

UNDERTAKING FOR CVC CIRCULAR NO.03/01/12 DATED 13.01.201 2

(On Firm's Letter head)

GeM Bid No _____ Dated _____

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

We M/S _____ under and accept the terms and conditio ns of the CVC Circular No. 03/01/12 dated 13.01.2012 and we are the Pri ncipal / OEM of the tendered store and will be participating in the tender enquiry and we have not authorized any agent / distributor to quote on b ehalf of our company

(Signature of the Authorized Signatory of B idder, with Official seal)

Appendix – "P̄"

DECLARATION FOR INSPECTION AGENCY (PDI)

(On Firm's Letter head)

GeM Bid No _____ Dated _____

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Chhattisgarh 490006

Sir,

We. M/S _____ hereby declare that, I have understood t

hat as per bid documents at columns “Inspection Required” it is mention ed “YES”. I understand that, inspection is required and I have read the co nditions mentioned in Bid Specific Additional terms and conditions and a gree to get the stores inspected before dispatch (PDI) for mentioned in Bi d ATC. It is discretion of the buyer to associate their Board of Officers alo ng with authorized inspection agency.

(Signature of the Authorized Signatory of B idder, with Official seal)

Appendix-Q

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

Bid No_____ Dated_____

01	**Name of Firm**	**Office Address of firm, Phone No, Fax No & Email ID**	**Firms’ Works Address as per Vendor Registration, Phone, Fax No E-mail ID**	**Type of Firm (Sole proprietorship/Partnership/Limited liability partnership/Private limited company/Public limited company)**	**CIN/LLPIN of Firm**	**GST Registration No of the Firm**
	(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**
02	**Name of all Owner(s)/ Director(s) of firm**	**Father’s / Husband’s name of all Owners/ Director (s)**	**DIN**	**Full residential Address**	**Aadhar card of Owner /Director(s) of firm be attached**	**Udyam Registration Certificate No.___ attach a copy.**
	(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**

04. WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted for the quoted item by any there Private limited Company or Limited Liability Partnership (LLP) or partnership Directo r, Partner or Proprietor. The work “relative” is defined as under:-

The companies Act, 2013 Sec 2(77) “relative”& “MoF Manual for procurement of Goods (Para 5.1. 4) with reference to any person, means anyone who is related to another, if:-

i) They are member of a Hindu Undivided Family;
ii) They are husband and wife ; or
iii) Owner person is related to the other in such manner as prescribed below:-
a) Father including step-father.
b) Mother including step-mother,
c) Son including step-son,
d) Son's wife,
e) Daughter,
f) Daughter's husband,
g) Brother including step – brother,
h) Sister including step- sister.

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

APPENDIX-'R'

TO WHOM IT MAY CONCERN

UNDERTAKING FOR LIQUIDATION CLAUSE.
(To be given on Company Letter Head)

GeM Bid No _____ Dated _____

_

Dear Sir,

We, M/S---------- hereby undertake to accept the liquidation claus e of the ATC.

Authorized Signatory (Signature of the Bid der, with Official seal)

APPENDIX-'S'

TO WHOM IT MAY CONCERN

UNDERTAKING FOR RISK PURCHASE CLAUSE.
(To be given on Company Letter Head)

GeM Bid No _____ Dated _____

_

Dear Sir,

We, M/S---------- hereby undertake to accept the Risk Purchase Cl ause of the ATC.

Authorized Signatory (Signature of the Bid der, with Official seal)

APPENDIX-'T'

TO WHOM IT MAY CONCERN

UNDERTAKING FOR FORCE MAJEURE CLAUSE.

(To be given on Company Letter Head)

GeM Bid No _____ Dated _____

_

Dear Sir,

We, M/S---------- hereby undertake to accept the Risk Purchase Cl ause of the ATC.

Authorized Signatory (Signature of the Bid der, with Official seal)

APPENDIX-'U'

TO WHOM IT MAY CONCERN

UNDERTAKING FOR OPTION CLAUSE.
(To be given on Company Letter Head)

GeM Bid No _____ Dated _____

_

Dear Sir,

We, M/S---------- hereby undertake to accept the Option Clause of the ATC.

Authorized Signatory (Signature of the Bid der, with Official seal)

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अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs

and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**

- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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।/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.

---धन्यवाद/Thank You---