

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	04-06-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-06-2026 15:30:00
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	Force Head Quarter Bsf New Delhi
कुल मात्रा / Total Quantity	43
वस्तु श्रेणी / Item Category	Backhoe Loaders (V3) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	978 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	1956 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
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
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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	20 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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	7 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	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईएमडी राशि/EMD Amount	5870000
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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).	54

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। 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।/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.

(b). 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 :

DDO

HQrs DG BSF, Prov Dte, Proc Cell, Room No. 704, 7th Floor, 10th Block, CGO Complex, Lodhi Road, New Delhi 110003

(Ddo, Fhq Bsf New Delhi)

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 available 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 खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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 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.
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.

9. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% 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.

11. 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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
18-05-2026 11:00:00	CONFERENCE HALL, 1ST FLOOR, FORCE HQRS, BSF, 10TH BLOCK, CGO COMPLEX, LODHI ROAD, NEW DELHI

Backhoe Loaders (V3) (43 pieces)

(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)
Generic Parameters	Max Engine Power at Rated RPM (kW)	35 - 75 (kiloWatt)
	Vehicle Emission Compliance	CEV Stage - V
	Fuel Type	Diesel
	Type of Wheel Drive	Four Wheel Drive
	Type of Tyre	Heavy Duty
Loader Bucket Parameters	Type of Loader Bucket	Bottom Dump
	Loader Bucket Capacity (Cubic Meter)	1.0 - 1.2 Or higher (cubic meter)
Backhoe Bucket Parameters	Backhoe Bucket Capacity (Cubic Meter)	0.15 - 0.4 (cubic meter)

Additional Specification Parameters - Backhoe Loaders (V3) (43 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
QRs/TDs of uploaded in the ATC	Bidders should complied and supply stores as per QRs/TDs uploaded at Srl No. 18 of Buyer Added Bid Specific Additional Terms and Conditions.

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Shailesh Rana	781017,PO AZARA,DISTRICT KAMRUP GUWAHATI ,ASSAM	1	120
2	Yineet Rao	181124,FTR HQ, PALAURA CAMP ,JAMMU	1	120
3	Jagdev Singh	700161,FTR HQ BSF, ACTION AREA II/E, NEW TOWN, RAJARHAT, NEAR SACHI SIGNAL, KOLKATA, WEST BENGAL	1	120
4	Kailash Chand Yadav	342026,FRONTIER HQ BSF MANDORE ROAD JODHPUR(RAJSTHAN)-342026	7	120
5	Ankur Yadav	144006,BSF HQ JALANDHAR CANTT, PUNJAB,	7	120
6	Madhukar Juyal	382045,FTR HQ BSF GUJRAT, PO - BSF CAMP CHILODA ROAD, GANDHINAGAR	7	120
7	Satya Prakash Singh Yadav	734011,FTR HQ BSF, NORTH BENGAL, KADAMTALA, DIST- DARJEELING,(WB)	1	120
8	Neeraj Manohar	793006,FRONTIER HQ BSF, MEGHALAYA, SHILLONG, EAST KHASI HILLS, PO- RYNJHA, UMLING,	7	120
9	Hidam Shubol Singh	788025,FRONTIER HQ BSF M&C, SILCHAR, PO- ARUNACHAL, MASIMPUR, DIST- CACHAR , ASSAM	6	120
10	Ravi Shanker Prasad	799012,SALBAGAN , AGARTALA, TRIPURA (WEST)	1	120
11	Shrinivas Sunil Chaudhar	190007,NEW AIRPORT RAOD, HUMHAMA SRINAGAR, JAMMU & KASHMIR	3	120
12	Manoj Kapoor	825317,BSF MERU CAMP HAZARIBAGH, JHARKHAND	1	120

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

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**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

4. **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 %.

5. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

6. **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.

7. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

8. **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

9. **Scope of Supply**

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

10. Forms of EMD and PBG

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

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

11. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

XXX

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

12. 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.

13. Service & Support

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

14. Warranty

Warranty period of the supplied products shall be 4 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.

15. Service & Support

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

16. Service & Support

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

17. Certificates

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

18. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

19. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

1. **EARNEST MONEY DEPOSIT (EMD):-**

- (a) As per General Terms & Conditions, **EARNEST MONEY DEPOSIT (EMD)** is required to be submitted by the bidder. However, in case, the bidder is MSE (Manufacturers of Tendered item) or **any exempted entity, it will submit Bid Securing Declaration (BSD) Certificate** on the letter head of company/firm alongwith Technical Bid in the prescribed proforma as per **Appendix-'A'**.
- (b) In order to get the benefit of MSE prospective bidders are required to register themselves under Udyam Registration with **5-digit NIC Category Code of 28243 (Manufacture of earth-moving machinery (bulldozers, angle-dozers, graders, scrapers, levellers, mechanical shovels, shovel loaders, off-road dumping trucks etc.)** .
- (c) Firms registered with 5-digit NIC Category Code of **28243** will be exempted from submission of EMD. However, such firms will compulsorily be required to submit **BID SECURING DECLARATION (BSD) Certificate** in the prescribed proforma as per **Appendix -'A'**.
- (d) **Traders/Authorized dealer/re-sellers are required to submit EMD compulsorily.**
- (e) **Bidders participating as Joint Venture firms are not exempted from submission of EMD** as per Question No. 47 of FAQ issued by GOI, Office of Development Commissioner Micro, Small & Medium Enterprises vide their OM dated 25/03/2022.
- (f) **Non submission of Bid Securing Declaration (BSD) Certificate/Scanned copy of EMD with the Technical Bid will result in the rejection/disqualification of such firms during initial scrutiny itself.**
- (g) **EMD** will be submitted in favour of **DDO FHQ BSF CGO Complex, Block-10, New Delhi-110003 payable as under:-**
Name of Bank- **State Bank of India**
Branch Name - **CGO Complex Branch**
IFSC - **SBIN0007837**
- (h) In case **EMD** is submitted in the shape of e-Bank Guarantee, the copy of the same should also be submitted along with Technical Bid.

2. **PRE-BID MEETING:-**

- i) All potential bidders should try to attend the Pre-Bid meeting scheduled on **18/05/2026** at **1100** Hrs.
- ii) All **queries** will be entertained **through GeM Portal window**

only. Other offline or online enquiries through phone or any other medium **will not be entertained.**

3. **LIQUIDATED DAMAGES** :- If the bidder fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ **0.5%** of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceed **10%** of the contract value of delayed quantity without any controversy / dispute of any sort whatsoever.
4. **ARBITRATION** :- As per General Terms & conditions of GeM.
5. **RISK PURCHASE CLAUSE**:- In the event of failure of seller to deliver or dispatch the stores within the stipulated dates/period of the supply order / AT, or the event of breach of any of the terms and conditions of the AT, the buyer will have the right to purchase the subject store elsewhere at the risk and cost of defaulting seller after giving a notice. The cost as per Risk Purchase exercise may be recovered from the bills pending with the buyer even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/ Ministry. In the event of contract being cancelled for any breach committed and the purchase effecting repurchase of the subject store at the risk and cost of seller, the buyer is not bound to accept the lower offer of Benami or allied sister concern of the seller.
6. **RIGHT TO REJECTION**:- Stores 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 seller and in case of any of the stores supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the seller should be borne by the seller and ensured by the seller that stores supplied should be best in quality and free from all defects. The acceptance of stores will be made only when the stores are inspected and found upto the standard specification and free from all defects. The rejected stores must be removed by the sellers from the consignee's premises within 15 days from the date of the intimation about rejection at the risk and cost of the seller. The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.
7. **FORCE MAJEURE CLAUSE (FMC)**:- A Force Majeure (FM) means extraordinary events or circumstances beyond human control such as an event described as an act of God (like a **natural calamity**) or events such as 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 organization only. In such a situation, the purchase organization is to communicate

te 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.

8. **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 for the year **2023-24, 2024-2025** and **2025-2026**. 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 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.
9. Bidder participating as authorized dealer will not be given exemption in annual turnover & experience criteria. Bidders participating as authorised dealer will upload authorisation letter/ certificate issued by OEM in favour of them.
10. **PARTICIPATION BY PRINCIPAL/OEM OR INDIAN AGENTS**:-
Bid will be evaluated on the basis of CVC guidelines issued vide Circular No. 03/01/12 (12.02.2006 CTE/ SPL(1)-2/161730 dated 13.01.2012.
 - a) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
 - b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
11. Bidder will upload a self-certificate stating that his **firm has not been blacklisted** by any government / PSU agencies in recent past and also not under liquidation / court receivership/ similar proceeding.
12. 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 alongwith their bid as per **Appendix-'B'**.
13. Firms / Bidders are required to submit Make In India Certificate in prescribed format mentioned **in Appendix-'C'**.
14. **LAND BORDER**:- As per Public Procurement OM No.6/18/2019-PPD dated 23 July 2020, any bidder from a country which shares a land border with India will be eligible to bid any procurement whether of goods, service (including consultancy services and non - consultancy service) or works (including turnkey projects) only if the bidder is registered with the Competent Authority specified in Annex-I'. Bidder is required to upload a certificate in this regard as per **Appendix-'D'**.
15. **CONFLICT OF INTEREST** :- The firm shall submit the declaration as per **Appendix 'E'** along with the bid documents failing which their bid shall be rejected.
16. Tender will be evaluated as per MHA approved QRs/TDs, which is uploaded at Buyer Added Bid Specific ATC.
17. In the second page of Bid under Bid details against the column "Inspecti

on Required (By Empanelled Inspection Authority/ Agencies pre-registered with GeM)" it is mentioned as "Yes". It should be read as "No".

18. **JOINT RECEIPT INSPECTION (JRI):-** Joint Receipt Inspection (JRI) will be carried out at the place of consignee/User location by a Board of Officers with representative from the OEM/ supplier before final acceptance of by the rep of BSF and the supplier. If any vehicle is rejected in JRI and final inspection is not conforming to Tender Specifications, the same must be replaced within scheduled Delivery Period before final acceptance. The consignee's right of rejection in this regard will be final and absolute.
19. The vehicles (Excavator cum Backhoe Loader) be supplied free of cost upto each consignee location.
20. **WARRANTY/ GUARANTEE:-** Warranty for **04 (Four)** year for the complete system from the date of delivery of the equipment at Consignees location. 15 Days required for repair for rectification of defects during warranty period.
21. **Penalty clauses during warranty / guarantee are as under: -**
 - i) Response time for repair/ replacement of defective equipment will be **15 days** from the date of reporting by BSF.
 - ii) A penalty of 0.5% (half per cent, or as specified in the contract) of the contract value for every week of delay in response time beyond the specified time as detailed above shall be recoverable from the Performance/ Warranty Guarantee. The maximum penalty for warranty failure will be 5% (Five per cent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, the Procuring Entity shall be entitled to encashment of the whole of Performance/ Warranty Guarantee Bonds, besides recording the adverse performance of the contractor for future tenders. (**As per manual for procurement of Goods 2024, Chapter-9, Clause 9.4.8**).
22. **TERMS OF DELIVERY & DISPATCH INSTRUCTIONS:-**
 - i) Delivery Period - Within **120 days** (including the period of JRI) from the date of issuing of AT. No lead time /grace period will be given; L D charges will be imposed for delay in delivery as per GeM terms & conditions. The extension of delivery period, if required, will be granted only after the consent of the indenter.
 - ii) The Stores are to be dispatched on free delivery basis at consignee locations
 - iii) Freight charge will be borne by the supplier
 - iv) Stores will be delivered in 01 (one) Lot i.e. full and final quantity to each consignee location. Consignee wise payment of Excavator will be done to successful firm.
 - v) Firm should not deliver the store to consignee beyond scheduled de

livery period without obtaining prior sanction of purchaser.

- vi) In the event, if firm delivers the store after delivery period, even if the store has been accepted by the consignee, it would be at the risk and the cost of the seller as the supply may not be taken as contractually accepted.
23. **PAYMENT TERMS** :- 100% payment of stores shall be released after acceptance of stores in full and final quantity in satisfactory condition at respective consignee location after completion of successful JRI.
24. Tendered stores shall be supplied strictly in accordance with the MHA approved QRs / TDs, as uploaded in the Buyer-added Bid Specific ATC documents instead of GeM category specifications mentioned at Page - 6.
25. Bidder should provide all Certificates, Reports and undertaking as per **QRs/TDs**. Certificates & Reports issued prior to bid opening date.
26. Additional Technical specification required in the said vehicle-
- i) **Colour of Excavator cum Backhoe loader** is - "**Harvest Green**". Colour code of vehicle will be provided to the successful bidder.
 - ii) Vehicle should Roll Over Protection Structure (ROPS)/Fall Over Protection Structure (FOPS).
 - iii) Vehicle should have Air Conditioned Cabin and Cabin Heating Arrangement / HVAC.
 - iv) Vehicle should have Front Screen Defroster.
 - v) Vehicle should have complied latest emission norms as applicable at the time of delivery.
27. Successful bidder will provide 02 sets of Manuals pertains to Operation, Maintenance and Spare Parts (Hard & Soft copy) with each vehicle.
28. Firm is required to submit acceptance of all Terms & Conditions of E-Bid.
29. Bidder has to provide GST Registration Certificate, Copy of PAN Card, Copy of Aadhaar Card.
30. **Fall Clause**:-The fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or Organisation during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also to be allowed to reduce their price by notifying the reduced price to them, giving 07 (seven) days to intimate their revised prices, if they so desire, in a sealed cover to be opened in public on the specified date and time and further action taken as per standard

practice. On many occasions, the parallel rate contract holders attempt to grab more orders by unethical means by announcing a price reduction (after getting the rate contract) under the guise of the Fall Clause. As mentioned in the preceding paragraph, this situation must be handled similarly. It is, however, very much necessary that the purchase organisations keep a particular watch on the performance of such rate contract holders who reduce their prices on one pretext or another. If their performances are not up to the mark, appropriately severe action should be taken against them, including deregistering them, suspending business deals with them, debarring them for upto two years from participating in the tender enquiry floated by the concerned purchase organisation, etc. The provisions of the fall clause will, however, not apply to the following:

- i) Export/Deemed Export by the Supplier;
- ii) Sale of goods or services as original equipment prices lower than the price charged for routine replacement;
- iii) Sale of goods (such as drugs) which have expiry dates;
- iv) Sale of goods or services at lower prices –
 - 1) on or after the date of completion of placement of order of goods by the procuring entity, under the existing or previous Rate Contracts
 - 2) under any previous contracts entered with the Central or State Government Departments, including new undertakings (excluding joint sector companies and/or private parties) and bodies.
- i) The Rate Contract holder shall furnish the following certificate to the concerned Paying Authority along with each bill for payment of supplies made:

“ I/We certify that there has been no reduction in the sale price of the goods of description identical to the goods supplied under this contract and such goods have not been offered/sold by me/ us to any person /organisation including the purchaser or any department of Central Government or any as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the Rate contract at a price lower than the price charged under the contract.”

31. Check list as per **Annexure -A** is to be submitted.

Annexure- “A”

CHECK LIST FOR BIDDERS

S. No	Requirements to be checked before submission of the Bid.	Complied (Please indicate YES or NO)	Indicate Page No
1	Whether the bidder is either:-		
	(i) Original Equipment Manufacturer (OEM)		
	(ii) If Original Equipment Manufacturer (OEM) then OEM undertaking is required		
2	(i) Authorized Dealer/Re-seller etc. (ii) If authorized Dealer / Re-seller then authorization certificate issued by OEM be submitted.		
3.	Earnest Money Deposit (EMD) has been enclosed. However, in case, the bidder is MSE/Startup ((Manufacturers of Tendered item), they will submit Bid Securing Declaration Certificate in prescribed format (as per Appendix -‘A’). (Having Udyam Aadhaar registration with 5 digit NIC Category Code of 28243)		
4.	MSE/Udyam/ Udyog Aadhar registration Certificate		
5	Startup certificate		
6	Minimum Average Turnover of the Bidder (Last 3 years i.e 2023-24, 2024-25 & 2025-26)		
7	Minimum Average Turnover of the OEM (Last 3 years i.e 2023-24, 2024-25 & 2025-26)		
8	Year of past experience (Supply orders for last 3 years i.e. 2023-24, 2024-25 & 2025-26)		
9	Past performance (Supply orders for last 3 years i.e. 2023-24, 2024-25 & 2025-26)		

10	Bidder financial standing: The bidder should not be under Liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid. As mentioned at Srl No. 02 at page 07 of E-Bid		
11	Bidder/OEM must have Dedicated/toll free Telephone Number for Service Support. As mentioned at Srl No. 15 at Page No. 09 of E-Bid		
12	Escalation Matrix for Service Support As per mentioned at Srl No. 16 at Page No. 09 of E-Bid		
13	CVC as per mentioned at Srl No.10 of ATC		
14	Bidder will upload a self-certificate stating that his firm has not been blacklisted as mentioned at Srl No. 11 of ATC		
15	Certificate regarding minimum local contents required for Make In India order 2017 compliance - as per Appendix-B as mentioned at Srl No . 12 of ATC		
16	Make In India Certificate in prescribed format mentioned in Appendix-'C' as mentioned at Srl No. 13 of ATC		
15	Land Border sharing certificate as per Appendix - 'D' attached with the bid as mentioned at Srl No. 14 of ATC		
16	Conflict of interest certificate as per Appendix- 'E' attached with the bid as mentioned at Srl No. 15 of ATC		
17	Acceptance of 4 years Warranty terms as per bid accepted as mentioned at Srl No. 20 of ATC		
18	Acceptance of Payment terms as mentioned at Srl No. 23 of ATC		
19	Acceptance of Additional Technical Specification as mentioned at Srl No. 26 of ATC		

20	Acceptance certificate for all terms and conditions		
21	Acceptance of all additional terms & conditions of bid by bidders		
22	Acceptance of Terms of Delivery & Dispatch instructions as per bid.		
23	Acceptance of Technical Specification as mentioned at Srl No. 24 of ATC		
24	Bidder has to upload the all Certificates, Reports and undertaking as per QRs/TDs of the tendered item i) Technical Parameter of Trial Directive Srl No. 02, 03, 04,06,10 & 12 ii) Excavator Parameter of Trial Directive Srl No. 05 & 07 ii) Loader Parameter of Trial Directive Srl No. 07, 09 & 11		
28.	ISO 9001 Certificate		
25	Bidder has to provide Copy of GST Registration Certificate, Copy of PAN Card & Aadhaar Card.		
26	Name and Complete Address for correspondence with E-mail & contract Number		
27.	Data sheet of the item		

N.B :- All column must be filled & paging be done in chronological order in respect of the above check list.

Yours Faithfully

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

Open Tender Enquiry No.....

Dated

BID SECURING DECLARATION CERTIFICATE

(On Firm's letter head)

To

Director General, Border Security Force
Procurement Cell, Provisioning Directorate
10th Block, CGO Complex, Lodhi Road,
New Delhi - 110 003

Sir,

Tender/GeM.Bid No. _____

We, **M/S** _____ under take that if we withdraw or modify our bid during the period of validity, or we are awarded the contract and we fail to sign the contract, or 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)

CERTIFICATE INDICATING PERCENTAGE OF LOCAL CONTENT REQUIREMENT FOR CLASS-1 LOCAL SUPPLIER AND CLASS-II LOCAL SUPPLIER.

(On OEM's letter head)

Tender No. _____ **date** _____ **for supply of** _____

S/No	Details	
(i)	Type of Suppler (Class-1 local supplier or Class -II Local supplier	
(ii)	Percentage of local content	
(iii)	Self -Certification less than Rs. 10 Cror e. Above Rs. 10 Crore, enclose a certifi cate from the Statutory auditor or cost Auditor of the company (in case of com panies) or from a practicing cost accou ntant or practicing chartered accounta nt (in respect of other than companies)	
(iv)	Location(s) at which the local valu e addition is carried out	
(v)	Debarment for violation of Ministry of Commerce and Industry, Department f or Promotion of Industry and Internal T rade (Public Procurement Section) orde r dated 04/06/2020.	

Signature of Bidder: - _____

Name in block letters: _____

Name of Bidder: _____

Full address: _____

FORMAT OF MAKE-IN-INDIA DECLARATION CERTIFICATE

(In compliance to the Public Procurement (Preference to Make-in-India) Order 2017 issued by Department of Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India, dated 16.06.2020, 04.03.2021 & 19.07.2024 (as amended).

TO WHOMSOEVER IT MAY CONCERN

M/s.....certifies that the following component wise breakup indicated below is in line with the Make in India policy with respect to the value addition to the total price quoted by us against this GeM Bid No.....

M/s..... also solemnly declare that component wise breakup given below are true and correct and understand that *“false declarations will be breach of Code of Integrity under Rule 175(1)(i)(h) of General Financial Rule (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law”*.

M/s..... also solemnly declare and understand that incase the given *“data does not meet the stipulated Local content requirement and the category of the supplier changes from Class 1 to Class 2/Non-Local or from Class 2 to Non-Local, a penalty up to 10% on the contract value may be imposed”*.

Sl. No.	Name of the item	Name of the manufacturer	Country of Origin	% value To the total cost	Location (s) and address at which the Local value addition is made
1.					
2.					
3.					

4.					
5.					
6.					
7.					
8.					
Total value (in %) to the total cost					

Note: Points to be noted while certifying the declaration:

- i. For item(s) sold by Bidder as Re-seller, OEM Certificate for country of origin is to be submitted.
- ii. Supply of Re-packaged/Re-furbished/Re-branded "IMPORTED" product should be treated as "Re-selling of imported products" and must not be included while calculation of Local content.
- iii. Services such as Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC, etc. must not be included as Local content.
- iv. All item(s) under PLI Scheme shall be treated as deemed Class II Local supplier for that item(s) unless they have minimum local content equal to or higher than that notified for Class I Local supplier for that item.
- v. In case of procurement value in excess of Rs 10 Cr, the supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing charter accountant (in respect of suppliers other than companies) giving the percentage of Local content.

I/We hereby declare that all the details furnished above are true. If any information is found incorrect as per points mentioned above, then I agree to actions as per Rule of GFR mentioned above.

Date :

Place :

(Signature of authorized signatory of the Bidder/Supplier with stamp)

Appendix-'D'

(To be in the Company letter head)

Certificate regarding compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division Order No-F No-6/18/2019-PPD date 23/07/2020 .

I Certify that (Name of the Firm) is not covered by the definition of the bidder as mentioned in **Annexure -III** of MoF order No. 6/18//2019-PPD dated 23/07/2020 and is thus not required to be registered with the Competent Authority for this purpose.

OR

I certify that (Name of the Firm) comes within the ambit of clauses mentioned in **Annexure -III** of MoF order No. 6/18//2019-PPD dated 23/07/2020 and for this purpose, it is registered with the Competent Authority. Valid registration certificate No..... dated issued by is enclosed.

(Strike off the portion not applicable)

Signature of tenderer :-----
Name of block letter :-----
Name of firm :-----
Full address :-----

Appendix-‘E’

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

01	Name of firm	Office address of firm, Phone No., Fax No & Email ID	Firms works Address as per Vendor Registration , Phone No Fax No Email 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)

03. **WE HEREBY DECLARE AND CONFIRM THAT** no bid has been submitted for the quoted item by any other Private Limited or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm in which any relative of any Director or Partner or Proprietor of Bidder Firm is Director, 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) One person is related to the other in such manner as prescribed below:-
 - (a) Mother including step-mother
 - (b) Son including step-father
 - (c) Son’s wife

- (d) Daughter
- (e) Daughter' Husband
- (f) Brother including step-brother
- (g) Sister including step-sister

04. **WE FURTHER DECLARE THAT we** have carefully read and understood the clause relating to "Conflict of Interest" of Tender No._____.

05. **We hereby certify** that our firm M/s _____ (firm name) _____ do not have any Conflict of Interest with other bidders for particular quoted item viz _____ (Item name) We hereby declare and confirm that the above information and particulars are true and correct.

For _____
(firm name)

Place :

Date :

Signature of Director / Partner / Proprietor / Authorized Signatory

Name : _____

Designation _____

(With official Stamp)

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 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---