

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-07-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-07-2026 11:30:00
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	Dhubri
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	cibmsdhubri@bsf.nic.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Diesel Power Generator (up to 900 KVA) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	5 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
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,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

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 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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	20 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	500000
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
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. 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.
2. 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.
3. 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.

4. 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.

5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. 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 for any purchase preference. 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. 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.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.

6. 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.

7. 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.

Diesel Power Generator (up To 900 KVA) (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 60% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कटेगरी 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)
Installation Configuration	Power Generator Installation Configurations as per CPWD General Specifications for Electrical Works - Part VII (DG Set)	Fixed (Power Generators are permanently installed)", Transportable (Skid Mounted) (Power Generators are not permanently installed)", Mobile (Trailer mounted) (Power Generators having an integral chassis fitted with wheels) "
Ratings	Nominal Rated Capacity (in kVA)	7.5
	Number of Phase	Single Phase
Engine	Rated Engine Power (kWm)	110 % of the required powered at STP(Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator Any Auxiliary power Consumption by the Power generator) x Power factor(0.8) / Alternator efficiency Or higher
	Type of Engine Cooling	Air Cooled
	Type of Governor	Mechanical, Electronic Or higher
	Number of Cylinders	1
	Rated Engine Speed (in RPM)	1500
	Type of Fuel	High Speed Diesel (HSD)
	Starting Voltage (in volt)	12
	Salient Features of Engine [Hint: Products matching all selected values will be displayed; For example, if both 'Turbo Charged Engine' and 'Direct injection Fuel System' are selected, product that include both options will be shown]	Direct injection Fuel System, Naturally aspirated engine
Alternator	Alternator Voltage Rating	230.0 (Volt)
	Voltage Regulation Grade	VG 3 Or higher
	Alternator IP (Ingress Protection) Rating	IP 23 Or higher
Control Panel	Type of Control Panel	AMF Control Panel
	IP (Ingress Protection) Rating of Control Panel	IP 53, IP 54, IP 55 Or higher
Battery	Number of Batteries	1
Trailer	Availability of Trailer	Yes, NA for Fixed/Skid Mounted Power Generator
Installation Requirement	Above Scope of Installation for the Diesel Generating Set, when offered by the vendor, has been seen, read, understood, and agreed to Comply	Yes
Warranty/Services	Warranty (in Running Hours)	5000.0 - 5000.0 Or higher (hour)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Number of Preventive Maintenance Visits Offered in an Year During Warranty Period (Supply of all consumables is the buyer's responsibility)	3

Additional Specification Parameters - Diesel Power Generator (up To 900 KVA) (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Diesel tank & fuel system	Minimum 8 hours of running capacity of the fuel tank, Minimum 45 Ltrs
Fuel consumption	The DG set's fuel consumption is as per the manufacturer's specifications/ Not more than 2.25 Ltrs/hr
Noise level at 1 meter (db)	The manufacturer shall offer the user a standard acoustic enclosure with an sound level of 75 db(A) at 1 Mtr per CPCB-IV norms and a suitable exhaust muffler.
Wiring	Supply, laying, and termination of the interconnecting power and control cable shall be carried out by the seller. The cable supplied shall be an ISI-marked, heavy-duty, PVC-insulated, armoured cable with a PVC outer.
AMC	5-year AMC after completion of warranty.

* 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	Ashish Shantanand Parate	783339,SHQ BSF PANBARI, POST ALAMGANJ, DISTT DHUBRI, ASSAM	1	30

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED ADDITIONAL TERMS AND CONDITIONS CLAUSES

1.	<p>Bidder must include the bid number with date in all the undertaking / certificates to be submitted. Moreover, all the documents must be endorsed with firm's seal and signature.</p> <p>Open No. Tender/Bid Enquiry No. Dated</p> <p>.....</p>																					
2.	<p>Bidders are advised to check applicable GST on their own quoting.</p>																					
3.	<p>While generating invoice in Gem portal, the seller must upload scanned copy of GST invoice and screen shot of GST portal confirming payments of GST.</p>																					
4.	<p>An agent submit bid on behalf of principal /OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item /product in the same tender (CVC Circular No. 03/01/12 dated 13.01.2013 refers).</p>																					
5.	<p>If the bidder is OEM, relevant certificate to be provided. If the Bidder is Re-Seller /Authorized dealer, then Manufacture's Authorization Certificate and also manufacturer's confirmation of extending the required warranty for the product should be enclosed with the Bid- Please attach valid certificate.</p>																					
6.	<p>Data sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data sheet with the product specification offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.</p>																					
7.	<p>Bidder should upload at least three supply orders with minimum 30% of the contract value.</p>																					
8.	<p>Dedicated/ Toll Free contact No. for service support: Bidder/ OEM must have dedicated/ Toll Free telephone number for service support.</p>																					
9.	<p>The product offered must have at least Two years OEM warranty or more after successful Installation at consignee location. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, bidder has to complete the required Service / Rectification within 15 days' time limit.</p>																					
10.	<p>The bidder should quote AMC cost separately for each equipment year wise as per format provided hereunder:</p> <table border="1" data-bbox="300 1599 1401 1814"> <thead> <tr> <th rowspan="2">S/No</th> <th rowspan="2">Name of equipment</th> <th colspan="5">AMC charges remarks</th> <th rowspan="2">Remarks</th> </tr> <tr> <th>1st year</th> <th>2nd year</th> <th>3rd year</th> <th>4th year</th> <th>5th year</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S/No	Name of equipment	AMC charges remarks					Remarks	1 st year	2 nd year	3 rd year	4 th year	5 th year								
S/No	Name of equipment			AMC charges remarks						Remarks												
		1 st year	2 nd year	3 rd year	4 th year	5 th year																

- a. AMC is required for a period of 05 years after expiry of Guarantee/Warranty period.
- b. AMC will be Non-comprehensive i.e inclusive of service of equipment without spares.
- c. AMC will cover preventive maintenance, and standard clauses/ inclusions as specified by OEM in Scope of Work. Bidder to provide "OEM Scope of work" along with bid documents.
- d. AMC will not cover major breakdown, major overhauling, rewinding of Alternator, radiator, electrical part, control panel and standard clauses/ exclusions as specified by OEM in "Work Not Covered under AMC". Bidder to provide "Work Not Covered under AMC" along with bid documents".
- e. Bidder to provide "Terms and conditions of AMC" along with bid documents".
- f. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Annual Maintenance Service for next 5 years for the offered products along with year wise rates. The Buyer reserves the right to enter into a AMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate.
- g. The payment for the AMC cost will be made on yearly basis after satisfactory rendering of the services of the relevant period duly certified by the user.
- h. Authorization letter from OEM to participate in bid mentioning (at least 2 year Bidder/OEM warranty + 5 Year Annual maintenance support/contract) support of minimum 7 years.
- i. 05 years AMC (Annual Maintenance Contract) also will be the part of the tender document and L1 bidder shall be decided based on overall cost including cost of equipment/accessories plus AMC cost for a period of 05 years after the expiry Guarantee/Warranty period.
- j. The Bidder is required to support the spare parts and accessories of the quoted items for minimum 05 years after completion of Guarantee/Warranty period.
- k. At the time of confirmation to enter into AMC, Performance Security Deposit @ 10% of the total AMC value shall be deposited by the firm within 30 days. The PSD must be valid up to 60 days beyond the expiry of Five (05) years AMC period.
- l. Penalty for non-repair/replacement of the equipment/component beyond 15 days from the date of intimation will be @ 0.5% of the total value/cost of the individual equipment/component per week or part thereof after stipulated time subject to the total amount of penalty under this condition shall not exceed the total AMC cost for one year of such individual equipment.
- m. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. the contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

11.	Participating firm should upload the minimum average annual financial turnover of the bidder itself and the OEM of the last 03 years 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 does not upload the turnover details, with technical bid, of last three assessment financial years duly certified by registered CA, offer shall be rejected.
12.	All the firm to provide copy of their GST registration Certificate, Aadhar card and PAN etc along with the bid documents
13.	Bidder to submit last audited financial statement in support of positive net worth.
14.	Start-up: Start-ups shall submit certification of 'departmental for promotion of Industry and internal trade 5/7 (DPIIT) with bid documents to get exemption.
15.	5-digit NIC category code must be provided by the bidders for EMD exemption.
16.	Valid BIS certificate should also be provided.
17.	If any doubt on the seller submitted relevant documents i.e turnover, experience, supply orders and other bid documents are liable to be verified by the BOOs or competent authority, if found incorrect/fake, the bidder shall be blacklisted for 01 years.
18.	ISO 9001: the bidder or the OEM of the offered products must have valid ISO 9001 certification and must upload same along with bid documents.
19.	The firm offered bid product on the GeM portal is required to be <u>registered brand</u> . In this regard, proof of documents for Registered Brand is required to be submitted with bid documents failing which the offer shall be rejected.
20.	Lab test report is required to be submitted by the bidder along with the bid documents in at least 01 of 3 years before the bid opening date duly inspected by Central Govt / any NABL/ILAC accredited inspection agency to prove conformity to the specifications, failing which offer shall be rejected.
21.	Minimum Residual Life: Offered products must not become obsolete and must have at least 7 years of support remaining.
22.	In case of Imported products, OEM or authorized seller of OEM should have a registered office in India, to provide after sales service support in India. The certificate to this effect be submitted.
23.	Bidders should upload a certificate that firm has accepted- for inspection of supplied stores by BSF Board of Officers after receipt of the stores at consignee location.

24.	Delivery Period : 30 Days from the date of contract order on GeM.
25.	Before dispatch of the stores from Seller's premises, the seller has to check and confirm that the stores fully meet the QRs/Specifications as per contract/bid.
26.	Part delivery of goods and part payment will not be considered. Accordingly, the bidders are advised to supply the entire stores in one lot through a single invoice. If firm intends to keep partial supply of goods at SHQ BSF Dhubri, Panbari, PO-Alamganj, Dist-Dhubri, Assam the same may be allowed at the risk of the seller on their request, subject to availability of storage space and as per discretion of the buyer. However, the date on which full supply is received as per contract, shall be treated as the date of delivery. Accordingly, the bidders are advised to supply the entire stores in one lot through a single invoice.
27.	RIGHT to REJECTION:- Stores will be accepted after inspection and only if they are found upto the standard specification. The decision of the BSF shall be final as to the quantity of the stores and shall be binding upon the tenders and in case of any of the articles supplied not being found as per losses caused to supplies should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The rejected stores must be removed by the tenderer from the consignee's premises within 15 days from the date of intimation about rejection at the risk and cost of the tenderer. 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 is in the premises of the consignee.
28.	Installation : Bidder will do the necessary standard installation at designated sites on Border Out Post. Installation with PCC foundation of 02 feet height above ground, 02 chemical earthing and 02 runs of 30 mtr power and control cable of required size to be provided.
29.	Rates should be in INR and inclusive of all charges including taxes, transportation and standard Installation. Taxes should be clearly mentioned. Cost of AMC should be mentioned separately.
30.	Invoice is raised in the name of consignee with GSTIN of Consignee only.
31.	Payment: 100% after successful installation of complete stores. FOR : Destination/ Consignee Location
32.	Evaluation Method shall be Total value wise evaluation. (Total cost on purchase and maintenance of equipment over AMC Period)
33.	Bidder will upload financial standing declaration as under in following Performa as per Appx"A"

GeM bid No. _____

Dated _____

FINANCIAL STANDING DECLARATION

(On Firm's Letter head)

To,

DIG

BSF SHQ BSF DHUBRI

Sub: **SELF-DECLARATION FOR FINANCIAL STANDING**

Name of Item:- _____

We, (Name of the Bidder) having registered office at our (Address) _____ re presented by Proprietor name _____ do here by solemnly declare that our company M/s _____, is a going concern, has not been blacklisted by any Govt. /PSU agencies in recent past and our firm is presently not under liquidation, court receivership or similar proceedings, and is also not bankrupt. In case of any such event is found during bids evaluation and award of contract, I/We have no objection if my/our tender is rejected and without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Authorized Signatory of the Firm with Official Seal)

34.

Bidder should upload "**Risk Purchase Undertaking**" as under as per Appx"B" .

GeM bid No. _____

Dated _____

RISK PURCHASE UNDERTAKING

(On Firm’s Letter head)

To,

DIG

BSF SHQ BSF DHUBRI

Sub: **RISK PURCHASE UNDERTAKING**

Name of Item:- _____

If the Supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the un-supplied portion of the goods / items without cancelling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items 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 levy penalty clause and accept delayed deliveries or proceed with the alternate procurement plan invoking the risk purchase clause.

Yours Faithfully,
(Authorized Signatory of the Firm with Official Seal)

35.

Participating firms should submit a certificate as under Appx- “C” in their letter pad that firm has accepted all terms and condition mentioned in the instant bid including QRs/ Specifications.

GeM bid No. _____

Dated _____

Name of Item _____

ACCEPTANCE OF TERMS AND CONDITIONS OF BID INCLUDING QRs/SPECS

(On Firm's Letter head)

-

Dear Sir,

1. I/We have downloaded/obtained the GeM bid document(s) for the above mentioned 'Bid' from the web site(s) namely; GeM portal on date _____
2. 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, buyer added bid specific terms and conditions, buyer added bid specific ATC, Buyer uploaded ATC documents, Quality Assurance Plan Documents and etc. and I/We shall abide here by the terms/condition/clauses contained therein.
3. The corrigendum, if any, issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the bid condition of above mentioned bid documents/corrigendum's in its totality/entirety.
5. I/We do hereby declare that I/We have read and understood the entire specifications/QRs /requirements laid down in the bid document and prepared the bid in compliance with the requirements specified in the documents.
6. 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 (Two) financial year absolutely.

Seal and Signature

(Authorized Signatory of the Firm with Official Seal)

36.

The bidders must upload a certificate as under Appx "D" from the OEM regarding the percentage of the local content and the details of location at which the local value addition is made along with their bid.

GeM bid No. _____

Dated _____

Name of Item _____

CERTIFICATION UNDER PREFERENCE TO " MAKE IN INDIA " POLICY CERTIFICATE

(On Firm's Letter head)

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dated. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that We M/s _____ are local supplier meeting the requirement of minimum Local content (_____ %) as defined in above orders for the material against GeM bid No..... dated.....

Details of location at which local value Addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rule for which 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.

Seal and Signature
(Authorized Signatory of the Firm with Official Seal)

37.

Compliance of GFR Rule 144(xi): The vendor has to submit a certificate Appx "E" in compliance to Rule 144(xi) of GFR

GeM bid No. _____

Dated _____

GFR 144 (XI) COMPLIANCE CERTIFICATE

(On Firm's Letter head)

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certified that (Name of firm/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certified that (Name of firm/Bidder) fulfils all requirements in this regards and is eligible to be considered".

Yours Faithfully

(Authorized Signatory of the Firm with Official Seal)

38. Participated firms should submit a self-declaration as under Appx "F" that the bidder is not under watch list /banned /suspended / blacklisted by any Govt Department

GeM bid No. _____

Dated _____

-

NON-BLACKLISTING DECLARATION

(On Firm's Letter head)

To,

DIG

BSF SHQ BSF DHUBRI

Sub: **DECLARATION FOR NON-BLACKLISTING**

Name of Item:- _____

Dear Sir,

We _____ hereby declare that we are not blacklisted/debarred/banned by any Central Government Consignee/ State Government consignee of India from last two financial years. In the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice summarily reject/ terminate our bid, without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Authorized Signatory of the Firm with Official Seal)

39.

Micro and Small Enterprises/Startups or any other exempted entity should submit Bid Securing Declaration as per format Appx "G" given below failing which their participation will be liable to be straight way rejected during initial scrutiny and no opportunity will be given to provide the same during review representation. Participated firms who intends to get the relevant exemptions should have "Notified 5 digit NIC code" the original manufacturer for the above notified category, failing which, their offer shall be considered as non-MSE OEM or re-seller, as the case may be.

GeM bid No. _____

Dated _____

BID SECURING DECLARATION CERTIFICATE

(On Firm's Letter head)

To

The DIG,

SHQ BSF Dhubri

Sir,

NIC Code (5 Digit) _____ for Item/Product 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 the being eligible to submit bids for contract with procuring entry i.e. Border Security Force (BSF), Ministry of Home Affairs.

Yours Faithfully

(Authorized Signatory of the Firm with Official Seal)

40.

Bidder has to submit an undertaking as under Appx "H" on their letter head that the firm has never submitted any fake /forged/edited misleading documents in any of the Government Department in the last 02 years and their documents have never been found fake/forged/ edited/misleading by any Government Department in the last 02 years. If the undertaking is found false/manipulative/misleading, the firm shall be blacklisted for 02 years from BSF.

GeM bid No. _____

Dated _____

NON-SUBMISSION OF FAKE DOCUMENTS DECLARATION

(To be given on Company Letter Head)

Dated.....

To,

DIG

BSF SHQ BSF DHUBRI

Sub: **NON-SUBMISSION OF FAKE DOCUMENTS DECLARATION**

GeM Bid Reference No:

Dated:

.....

Name of Item:-.....

Dear Sir, .

We _____ hereby declare that we have not submitted the Fake/Misleading/ Manipulated documents from last two financial years from any Government Bids/Tenders including instant bid. In the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice summarily reject/ terminate our bid, without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Authorized Signatory of the Firm with Official Seal)

41.

Bidder has to give and undertaking as under Appx “I” on letter head that, their firm has not defaulted in the supply of any contract issued by any Government department in last 02 years. If the undertaking found false/manipulated/misleading, the firm shall be blacklisted for 02 years from BSF.

GeM bid No. _____

Dated _____

DECLARATION FOR SUCCESSFULLY SUPPLYING OF STORES

(To be given on Company Letter Head)

Dated.....

To,

DIG

BSF SHQ BSF DHUBRI

Sub: **DECLARATION FOR SUCCESSFULLY SUPPLYING OF STORES**

GeM Bid Reference No: _____ dated: _____

Name of Item:- _____

Dear Sir,

We _____ hereby declare that we have successfully supplied the Govt stores without any cancellation of contracts issued by any Government Department from last two financial years. In the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice summarily reject/ terminate our bid, without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Authorized Signatory of the Firm with Official Seal)

- | | |
|-----|--|
| 42. | Bidder has to submit undertaking as under Appx "J" for not involved in any cartelization. In this instant bid, if found involved in such cartel formation the firm should be rejected and blacklisted/debarred for 2/3 years from participation in any procurement of the Govt. departments. |
|-----|--|

Appx"J"

GeM bid No. _____

Dated _____

UNDERTAKING FOR CARTEL FORMATION

(To be given on Company Letter Head)

We _____ hereby, give an undertaking that as a register vendor on the GeM portal for manufacturers/re-seller 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 DIG SHQ BSF Dhubri (Assam).

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

Name of the Proprietor: _____

Complete Address: _____

Seal and Signature

(Authorized Signatory of the Firm with Official Seal)

43. The bidder have to submit the declaration as under Appx "K" in respect of "Conflict of Interest" with all other documents, as mentioned below, failing which their bid shall be rejected.

Appx"K"

GeM bid No. _____

Dated _____

UNDERTAKING FOR CONFLICT OF INTEREST

(To be given on Company Letter Head)

To,

DIG

SHQ BSF Dhubri,

Panbari (Assam)

SUB- DECLARATION IN RESPECT OF CONFLICT OF INTEREST

Tender No. _____ Dated _____

01	Name of Firm	Office address of firm, Phone No. Fax No. and E-mail ID	Firm's works address as per vendor registration, Phone No. , Fax No. and E-mail ID	Type of Firm (Sole/ Proprietorship/ Partnership/ Limited liability partnership/ Private limited Company/ Public Limited Company)	CIN/ LL PIN of Firm	GST Registration No. of the Firm
	01	02	03	04	05	06

02	Name of all Owner (s)/ Director(s) of Firm	Father's/ Husband's name of all Owner(s) / Director(s)	DIN	Full Residential Address	Aadhar No. (Aadhar card of Owner (s) / Director(s) of firm be attached]	Udyam Registration certificate No. (attach a copy)
	01	02	03	04	05	06

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 a 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) 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

04. We further declare that we have carefully read and understood the clause relating to "Conflict of Interest" of Tender No. _____ Dated _____

-

05. We hereby certify that our firm M/s _____ 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.

Name of the Proprietor: _____

Complete Address: _____

Seal and Signature

(Authorized Signatory of the Firm with Official Seal)

Condition of contract governing this contract: The contract will be governed by following :-

- i) All the terms & conditions specified in the Tender Enquiry (with all the subsequent Corrigenda / Clarifications and Amendments thereof), decisions made by the TPC and instant Acceptance of Tender.
- ii) General financial Rules (GFR) 2017 with up to date addendum.
- iii) Manual of Ministry of Finance for Procurement of Goods 2024 & all orders issued by MHA.
- iv) Guidelines of CVC and other relevant departments of Government of India issued time to time before issuance of this Gem Contract.

44.	<p>Arbitration: in the event of any conflict/dispute arising out of or in connection with Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved party may invoke arbitration by sending a written notice to the other party. The procedure for appointment of the Arbitral tribunal shall be as follows.</p> <ul style="list-style-type: none"> (i) In case where the total value of the Contract is less than INR 1,00,00,000/- (Indian Rupees one Crore only) the same shall be referred to the sole arbitrator mutually appointed by both the Parties. (ii) Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees one Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e the Presiding Arbitrator. (iii) In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principle place of business of the Buyer department/organization is located) to appoint the President Arbitrator as per the provisions of the Arbitration and Conciliation Act 1996 (as amended up to date) (iv) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal. (v) The cost of the Arbitration shall be equally borne by both the parties. (vi) The award of the Arbitration shall be final and binding on the parties to the contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principle place of business of the Buyer department / organization is located. (vii) The contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principle place of business of Buyer department / organization is located. Both the parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or the arbitration proceedings between the parties. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
45.	<p>Liquidated Damages: In case the firm does not complete the supply/installation within the laid down agreed delivery period as per contract action will be taken against the firm as per clause 9.3.8, 9.3.9 & 9.3.10 of manual for procurement of goods 2024, MOF.</p>

46. **Force Majeure Condition:** If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not General Terms & Conditions on GeM 4.0 (Version 1.16) dated 17th July 2024 including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the contract nor shall either party have any claims for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

QUALITATIVE REQUIREMENTS (QRS) & TRIAL DIRECTIVES FOR 7.5 KVA DG SET FOR SMART BORDER PROJECT DHUBRI

All parameters/specifications mentioned in the QRs will be checked by the Board of Officers, who will verify the following in the presence of firm representatives.

- (i) **Physical Checks:** In this category, specifications of the equipment will be checked physically as per QRs.
- (ii) **Functional Checks:** Firms will show all features/ configurations of the equipment to the Board of Officers during trials.
- (iii) **Submission of Certificate:** Specifications which cannot be checked due to lack of testing facilities/ expertise, a certificate from any Government authorized accredited Laboratory has to be provided by the firm during trial.

Srl. No.	Parameter	Specifications	Trial Directives
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1.	a.	DG Set complete with naturally aspirated Air Cooled Diesel Engine. Alternator and AMF Control panel fitted/along with an acoustic enclosure, naturally aspirated single cylinder Diesel Engine and Alternator shall be closely coupled or provided with a flexible coupling and mounted on a base plate of robust construction. Engine and Alternator should be of same make to avail single window service.	To be physically checked by the BOO
2.	Control panel with IP rating	Digital with AMF (Auto mains failure) panel for protection, metering and operation. IP 53/IP 54/IP 55	MAF to be submitted by Firm/Vendor
3.	AMF Panel (Automatic Mains Failure)	As per IS 2147, the panel shall have IP-53 type protection. An AMF panel typically consists of relays, contractors, and timers for automatic operation on mains failure and for manual operation.	MAF to be submitted by Firm/Vendor
4.	Nominal rated capacity (KVA)	7.5 KVA	To be physically checked by the BOO
5.	No of phases (output capacity rating/phase)	7.5 KVA- Single phase	To be physically checked by the BOO
6.	Engine: Cooling	Air-cooled	To be physically checked by the BOO and OEM Certification is required in this regard
7.	Number of cylinders (Nos)	7.5 KVA- 1 (One)	OEM/Vendor self-certification is required
8.	Rated RPM of engine (RPM)	1500	OEM/Vendor self-certification is required

9.	Salient features of the engine	For DG set up to 10 KVA natural aspirated diesel engine	OEM/Vendor self-certification is required
10.	Type of Governor	Mechanical governor- up to 20 KVA	To be physically checked by the BOO
11.	Class of Governor	For mechanical Governors of A2 class with an actuators shall be provided.	To be physically checked by the BOO
12.	Starting voltage	12 Volt DC	MAF to be submitted by Firm/Vendor
13.	Alternator	The alternator shall be brushless, drip-proof, screen protected as per IP-23 degree of protection.	To be physically checked by the BOO
14.	Class of insulation	H	To be physically checked by the BOO
15.	Diesel tank & fuel system	Minimum 8 hours of running capacity of the fuel tank, Minimum 45 Ltrs	To be physically checked by the BOO
16.	Fuel consumption	The DG set's fuel consumption is as per the manufacturer's specifications/ Not more than 2.25 Ltrs/hr	To be physically checked by the BOO
17.	Automatic voltage regulator grade	VG2/VG3 or better version	To be physically checked by the BOO.
18.	Noise level at 1 meter (db)	The manufacturer shall offer the user a standard acoustic enclosure with a sound level of 75 db(A) at 1 Mtr per CPCB-IV norms and a suitable exhaust muffler.	OEM/Vendor self-certification is required

19.	Battery & battery charger system	<p>Diesel engines require a high initial cranking current; industrial 12 Volt lead-acid batteries with 88/100/150 AH are normally needed.</p> <p>For battery charging, a static battery charger is recommended.</p> <p>Depending on the capacity of the DG set, a suitable current rating for the charger is selected. Normally, a 3-attempt starting setting is preferred for engine starting, with a sequence of 6 seconds ON and 5 seconds OFF cycle.</p>	To be physically checked by the BOO.
20.	Acoustics enclosure (sheet thickness)	1.6 to 2 millimeters	OEM/Vendor self-certification is required
21.	Thickness of foam	25 to 40 millimeters	OEM/Vendor self-certification is required
22.	Density of foam for sound insulation	28 to 50 kg/m ³	OEM/Vendor self-certification is required
23.	Wiring	Supply, laying, and termination of the interconnecting power and control cable shall be carried out by the seller. The cable supplied shall be an ISI-marked, heavy-duty, PVC-insulated, armoured cable with a PVC outer.	To be physically checked by the BOO.

24.	Installation & commissioning	With standard installation. Installation with PCC foundation of 02 feet height above ground, 02 chemical earthing and 02 runs of 30 mtr power and control cable of required size to be provided.	To be physically checked by the BOO.
25.	Operating temperature	-20 ⁰ to +55 ⁰ C or	OEM/Vendor self-certification is required
26.	Earthing	The seller shall construct a suitable earthing station and the necessary connections. (Pl see point 24 also)	To be physically checked by the BOO.
27.	Warranty of complete power Generator/ DG set	24 months	OEM/Vendor self-certification is required
28.	Warranty for running hours	5000 hrs	OEM/Vendor self-certification is required
29.	Number of preventive maintenance visits offered in a year during the warranty period.	At least 3 (three)	OEM/Vendor self-certification is required
30.	Response time to attend the complaint during warranty	1 day	OEM/Vendor self-certification is required
31.	Time duration for repairing/replacement the defective during warranty	3 days	OEM/Vendor self-certification is required
32.	Testing	Certificate required as per CPCB norms from ARAI or authorized	OEM/Vendor self-certification is required

33.	Documents/certificate	The test report and certificate have to be provided to the buyer during bidding time on demand.	To be physically checked by the BOO.
34.	User manual	Details of the specification with guidelines have to be mentioned in the user manual	To be physically checked by the BOO.
35.	Operating manual/technical manual	Detailed operator instructions, technical literature, maintenance manual, and inspection standards be provided with the requirement.	To be physically checked by the BOO.
36.	Specific tools	The required tools for servicing the gensets are to be provided by the supplier firm.	To be physically checked by the BOO.
37.	AMC	5-year AMC after completion of warranty.	The firm should submit an undertaking in this regard.

Note: Generators with Kirloskar, Volva Penta, VECV, Caterpillar and Cummins engines are only acceptable as their service is available in Border area of Dhubri.

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---