

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-09-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-09-2026 17:30:00
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	Frontier Hq Bsf Gujarat, Gandhinagar
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :iggujfr@bsf.nic.in Buyer Email id: gujftrocp@bsf.nic.in
कुल मात्रा/Total Quantity	2364
वस्तु श्रेणी /Item Category	Sand Bags (V3) Conforming to IS 9685 (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	35 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	473 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	MSME-Meerut UP
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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

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

लाभार्थी /Beneficiary :

Inspector General BSF Gujarat
Frontier Hq Bsf Gujarat, Gandhinagar, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs
(Ig Bsf Ftr Hq Gujarat)

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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एमएसई के लिए आरक्षित / Reserved for MSE

एमएसई के लिए आरक्षित / Reserved for MSE	Yes
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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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

9. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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.

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

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

Sand Bags (V3) Conforming To IS 9685 (2364 bale)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कैटेगरी 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)
Technical Requirement	Manufacture Requirement	As per clause 4 of IS 9685
	Bag Sides Stitches (As per clause 4.3 of IS 9685)	Herakles stitches, Overhead stitches
	Particulars of bag	The bag shall comply with the requirements given in clause 5 and Table 1 of IS 9685
	Rot-Proofing (As per Clause 5.2 of IS 9685)	Yes, No

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Bag Finish (As per Clause 4.4 of IS 9685)	Hem, Selvedge
Packing and Marking	Requirements of Packed Bales	As per clause 5.3 and table 2 of IS 9685
	Packing of bag	The bags shall be packed in Bales (As per clause 6 of IS 9685)
	Number of Bags in a Bale	250

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anil Kumar	413513,STC BSF CHAKUR, PO-CHAKUR, DISTT-LATUR, MAHARASHTRA	40	75
2	Madhukar Juyal	382045,Provisioning Complex, Ftr HQ BSF GUJ, Chiloda Road	2324	75

Special terms and conditions-Version:2 effective from 21-07-2025 for category Sand Bags (V3) Conforming to IS 9685

- The product may also carry an ISI Mark/Standard Mark as per the BIS standard governing this category. As such, Buyers may also opt for ISI marked products while creating BID by mentioning their requirement in Bid ATC. Availability of License to vendors in this category needs to be checked by Buyer at their end, in case they add any such conditions in Bid ATC. Further, in such cases, buyer shall verify a valid BIS License for the same at the time of evaluation of the BID and check the ISI marking at the time of receipt of the material before issuing CRAC.

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. Buyer Added Bid Specific ATC

SAND BAG (V3) CONFORMING TO IS 9685 (Q3)

ADDITIONAL TERMS & CONDITIONS OF BID

1.	<u>Generic:-</u> 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 with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
2.	<u>Registered Brand:</u> - The firm offered product on the GeM portal is required to be registered brand. In this regard proof of document for registered brand (Trade Mark Certificate) is required to submit with the bid documents failing which the offer shall be rejected at initial stage.
3.	<u>Generic:-</u> While generating invoice in GeM Portal the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST. Seller shall ensure Supply that the invoice is raised in the name of consignee with GSTIN of Consignee only.
4.	<u>Generic:-</u> Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of life by the OEM before this period. Bidders are advised to check applicable GST on their own before quoting Buyer will not take any responsibility in this regard GST reimbursement will be as per actuals or as per applicable rates.
5.	<u>ISO 9001 Certificate:</u> The bidder or the OEM of the offered products must have ISO 9001 certification.
6.	<u>Certificate:-</u> BIS Certificate As mentioned in special terms and conditions Version:2 effective from 21.07.2025 for category Sand Bag (V3) Conforming to IS9685 is not mandatory for seller
7.	<u>Lab Test Report:-</u> Lab Test report is required to be submitted by the tender along with the technical bid documents in at least one of the last 3 year before the bid opening date vide letter No IV-24011/17/2021-Prov-I/(3533523)- 1676 26.05.2021 and duly inspected by NITRA/MSME/SBG SERVICES/ TATA PROJECT LTD HYDRABAD /QUALITY AUSTRIA CENTRAL ASIA PRIVATE LTD DELHI/ AADITECH INSPECTION & SERVICE PVT. LTD. DELHI / PHISTREAM CONSULTING PVT. LTD. NOIDA/ QUALITY EVALUATION AND SYSTEMS TEAM PVT. LTD/ GEO-CHEM LABORATORIES PVT. LTD/ EXCEL SURVEYORS PVT. LTD/SGS INDIA PVT. LTD/ RITES/ ESKAPS/ CQA (GS) CQA (T&C) or any Government Lab agencies. Accredited Labs/MHA captive agency for conformity of all the parameters as per bid requirement specification of the store.

8.	<u>Consideration of bidder/OEM turnover criteria/Past Experience:-</u> The Minimum average annual financial Turnover of the bidder/OEM of the offered product during the last 03 years ending on 31 st March of the previous financial assessment year i.e. 2023-24, 2024-25 & 2025-26 will only be considered. In case the date of constitution/ incorporation of the OEM is Less than 03 years old, the average turnover in respect of the completed financial assessment year after the date of constitution shall be taken into account for these criteria. If the firm don't update the turnover details on the GeM portal duly verified from ITR from last three assessment financial years the offer shall be rejected.
9.	MSE/Udyam registration certificate:- All Participating firm shall submit a valid complete Udyam registration Certificate
10.	<u>Bid Security Declaration:</u> - MSES/Start-up or any other entity exempted for EMD, they shall submit bid securing declaration (in lieu of EMD) as per Appendix-'A' along with bid documents failing which their offer shall be rejected during initial scrutiny and after that no representation shall be entertained after opening of the technical GeM bid. The re-seller/ authorized dealers /traders are not exempted for EMD (Bid Securing), Turn Over and Experience/past performance.
11.	<u>Make in India products (MII):-</u> The bidder must upload certificate regarding percentage of local content and the details of locations at which the local value addition is made along with their bid. Appendix- 'B'.
12.	<u>Undertaking certificate for Cartel formation:-</u> Participated bidder is required to submit the undertaking certificate with the bid documents for non-submission of bid through cartel formation as per Appendix-'C'.
13.	Bidder has to submit an undertaking that their 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 as per Appendix-'D'.
14.	Bidder has to give an undertaking on letterhead that their firm has not defaulted in the supply of any contract issued by any Government Department in last 02 years in any consignee. If the undertaking found false/manipulative/misleading, the firm shall be blacklisted for 02 year from BSF as per Appendix-'E'.
15.	Participated firms should submit a self-declaration that the bidder is not under watch list / banned/ suspended/ blacklisted by any Govt. Department as per Appendix - 'F'
16.	<u>Bidder Financial Standing:-</u> The Bidder should not be under liquidation, court receivership or similar proceeding should not be bankrupt. Bidder to upload undertaking to this effect with bid as per Appendix-'G'

17.	Conflict of interest: - The Firm Shall Submit the declaration in respect of conflict of interest as per Appendix 'H' on firm letterhead along with the bid documents.										
18.	CVC Guidelines:- The Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender (CVC Circular No.03/01/12 dated 13.01.2012 refers). Appendix - 'I'										
19.	Compliance of GFR Rule 144 (xi):- The vendor has to submit a certificate in compliance to Rule 144(xi) Land Border of GFR as per. Appendix - 'J'										
20.	EPBG: - Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of IG BSF GUJARAT 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. As per Following format:- <table><tr><td>GeM Contract No</td><td>Name of Procured Items & Qty</td><td>Amt of Contract</td><td>Amt of EPBG</td><td>Address of Branch</td></tr><tr><td></td><td></td><td></td><td>3% of contract value</td><td>2IC (Prov), PROVISIONIG COMPLEX FTR HQ BSF GUJARAT, CHILODA ROAD -382045</td></tr></table>	GeM Contract No	Name of Procured Items & Qty	Amt of Contract	Amt of EPBG	Address of Branch				3% of contract value	2IC (Prov), PROVISIONIG COMPLEX FTR HQ BSF GUJARAT, CHILODA ROAD -382045
GeM Contract No	Name of Procured Items & Qty	Amt of Contract	Amt of EPBG	Address of Branch							
			3% of contract value	2IC (Prov), PROVISIONIG COMPLEX FTR HQ BSF GUJARAT, CHILODA ROAD -382045							
21.	The bidder/firm is required to submit the Firm PAN Card, GST Registration Certificate, and Proprietor's Aadhaar Card along with the bid documents										
22.	Inspection: Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance bulk supply. Inspected by NITRA/MSME/SBG SERVICES/ TATA PROJECT LTD HYDRABAD/QUALITY AUSTRIA CENTRAL ASIA PRIVATE LTD DELHI/ AADITECH INSPECTION & SERVICE PVT. LTD. DELHI / PHISTREAM CONSULTING PVT. LTD. NOIDA/ QUALITY EVALUATION AND SYSTEMS TEAM PVT. LTD/ GEO-CHEM LABORATORIES PVT. LTD/ EXCEL SURVEYORS PVT. LTD/SGS INDIA PVT. LTD/ RITES/ ESKAPS/ CQA (GS) , CQA (T&C) or any Government Lab agencies Accredited Labs/MHA captive agency for conformity of all the parameters as per bid requirement specification of the store and inspection charges shall be borne by the seller.										

23.	<u>ADVANCE SAMPLE:</u> - After award of contract, seller has to provide advance sample to buyer for Buyer's approval with complete Lab/inspection report before bulk manufacturing/starting bulk supplies. Successful bidder shall submit 03 Nos samples for buyer's approval (03 Nos sample send to Sh. Madhukar Juyal, 2IC (Prov), PROVISIONIG COMPLEX FTR HQ BSF GUJARAT, CHILODA ROAD -382 045). Seller shall be required to ensure bulk supply as per approved sample. In case, the sample is found to have major deviations/not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller. The advance sample are required to be lab tested by any of the lab mention below for conformity of the product (The Inspection charges will be borne by the seller):- NITRA/MSME/SBG SERVICES/ TATA PROJECT LTD HYDRABAD/QUALITY AUSTRIA CENTRAL ASIA PRIVATE LTD DELHI/ AADITECH INSPECTION & SERVICE PVT. LTD. DELHI / PHISTREAM CONSULTING PVT. LTD. NOIDA/ QUALITY EVALUATION AND SYSTEMS TEAM PVT. LTD/ GEO-CHEM LABORATORIES PVT. LTD/ EXCEL SURVEYORS PVT. LTD/SGS INDIA PVT. LTD/ RITES/ ESKAPS/ CQA (GS) CQA (T&C) or any Government Lab agencies. Accredited Labs/MHA captive agency for conformity of all the parameters as per bid requirement specification of the store.
24.	<u>Disclaimers and rights of procuring entity:</u>-The issue of the bid document does not imply that the procuring entity is bound to select IDs and it reserves the right without assigning any reason (a) Reject any or all of the bids, OR (b) Cancel the tender process: OR (c) Abandon the procurement of the Goods: OR (d) Issue another tender for identical or Similar Goods (e) Reserve the right to accept or reject bids with any all deviations.
25.	Participated firm should also submit certificate at their letter pad that the "Firm has accepted all terms and conditions mentioned in the instant bid" Appendix - 'K'
26.	Liquidated Damages: in case the firm does not complete the supply within the laid down agreed delivery period as per contract action will be taken against the firm as per clause 9.7.9, 9.7.10 & 9.7.11 of manual for procurement of goods 2022 MOF.

27.	<u>Risk Purchase clause:</u> - In the event of failure of supplier to deliver or dispatch of stores to provide the required service within the stipulated dates/period of the supply order/AT or in the event of breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the subject stores elsewhere at the risk and cost of defaulting supplier after giving a notice to the defaulting supplier. The cost as per risk purchase exercise may be recovered from the bills pending with the purchaser even against any other supplies outside this contract or even from the pending bills with any other Government Department/Ministry. In the event of the contract being cancelled for any breach committed and the purchaser effecting repurchase of the subject stores at the risk and cost of the contract or, the purchaser is not bound to accept the lower offer of Benami or allied sister concern of the contractor.
28.	<u>Guarantee and Warranty:</u> - Timely servicing/ rectification of defects during warranty period i.e. One year (01) after having been notified of the defects/ service requirement during warranty period, Seller has to complete the required service/ rectification within 10 days' time limit. If the seller fails to complete service/ rectification within defined time limit, a penalty of 0.5% of unit price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the buyer directly else the buyer shall have a right to recover all such penalty amount from the performance security (PBG). Cumulative penalty cannot exceed more than 10% of the total contract value after which the buyer shall have the right to get the service/ rectification done from alternate sources at the risk and Cost of the seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service/ rectification to the buyer.
29.	<u>Right to Rejection:</u> - 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 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. In the 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.

30.

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 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 claim 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.

Dispute resolution between the buyer and the seller/service provider :- a
) In case of order/ contracts placed without Bid / Reverse Auction (i.e. Direct Purchase, L1 Purchase, Push Button Procurement, etc.)::-

In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavour to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User.

If the Dispute Resolution Committee is not able to resolve the matter within 30 (thirty) days of its formation, the dispute shall be dealt with in accordance to **“Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement”** issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

b) In case of contracts placed through Bid / Reverse Auction:

Method of dispute resolution will be as per the option(s) selected by buyer while creation of the bid itself in line with **“Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement”** issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

c) 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 principal place of business of the Buyer department / organization is located.

d) 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 mediation / arbitration /Court proceedings between the Parties.

3. Buyer Added Bid Specific ATC

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

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---