



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5490212  
Dated/दिनांक : 11-10-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-11-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-11-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	150 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Border Security Force (bsf)
Office Name/कार्यालय का नाम	Commandant 115 Bn Bsf
Total Quantity/कुल मात्रा	28
Item Category/मद केटेगरी	SERVICE/HIRING OF 28 NOS ENGINE FITTED COUNTRY BOATS WITH ONE BOATMAN PER BOAT AND POL
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	SERVICE/HIRING OF 28 NOS ENGINE FITTED COUNTRY BOATS WITH ONE BOATMAN PER BOAT AND POL
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"><li>• HDPE Boat or Rescue ships or boats</li></ul>
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	34 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes

<b>Bid Details/बिड विवरण</b>	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	50 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	4 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	6734592
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	134692

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है।

एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

Deputy Commandant

Commandant 115 Bn BSF, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs (Yogesh Kumar Sharma)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. 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.

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

7. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

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

- 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

## **SERVICE/HIRING OF 28 NOS ENGINE FITTED COUNTRY BOATS WITH ONE BOATMAN PER BOAT AND POL ( 28 the number pi )**

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

### **Technical Specifications/तकनीकी विशिष्टियाँ**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	YOGESH KUMAR SHARMA	732127,COMMANDANT 115 BN BSF 17 MILE , BAISHNABNAGAR PO- CHAMAGRAM DIST - MALDA STATE - WEST BENGAL 732127	28	15

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**(a) Bidder Financial Standing:** - 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.

(b) Data sheet of the product(s) offered in the bid are to be uploaded alongwith 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.

(c) 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. Supply shall ensure that the invoice is raised in the name of consignee with GSTIN of Consignee only.

(d) All Boats should be registered by Inland Water Transport (IWT) West Bengal and should have the valid fitness certificate for one year w.e.f. April' 2024 to March' 2025.

(e) Maximum parameters such as Aadhar Number, GST Registration, should be included in bid documents /tender.

**(f) CERTIFICATE:-** 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 02 year.

**(g) CERTIFICATE:** -Bidder will upload a self-certificate stating that the firm has not been blacklisted by any Govt/PSU agencies in recent past.

**(h) CERTIFICATE:** -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.

**(i) CERTIFICATE:** - Bidder has to give an undertaking on letter head that their firm has not defaulted in the supply of any contract issued by any Government Department in last 2 years in a consignee. If the undertaking found false/manipulative/misleading, the firm shall be blacklisted for 02 year from BSF.

**(j) CERTIFICATE:** - All participated firms should submit complete Udhyan registration certificate with all annexure.

**(k) RIGHT TO REJECTION :-**Stores will be accepted after inspection and only if they are found up to the standard specification. The decision of the BSF shall be final as to the 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.

**(l) 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 goods 2017, MOF.

**(m) ARBITRATION:-** The latest General Terms and Conditions on GeM 4.0 (version 1.7) clause No. 16.2 (arbitration) is as under,

In the event of any conflict/dispute arising out of or in connection with this 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 follow.

In cases 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 a sole arbitrator mutually appointed by both the parties.

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.

In case of failure to appoint the President Arbitrator within period of 30 (thirty) days from their 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 provision of the Arbitration and Conciliation Act 1996 (as amended up to date).

The arbitrator shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.

The cost of the Arbitration shall be equally borne by both the Parties.

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.

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 the Buyer department/organization is located.

**(n) FORCE MAJEURE CLAUSE :-**If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, epidemics, civil commotion, sabotage, fires, floods, explosions, quarantine restrictions, strikes, lockouts or act of God provided notice of the happening of such event duly evidence 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 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 or 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 materials, brought 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 services as the Seller may wish with the concurrence of the Buyer elect to retain.

**(o) WARRANTY :-**Timely servicing/rectification of defects during warranty/contract period, after having been notified of the defects/service requirement during warranty period, Seller has to complete the required Service/Rectification with 15 days' time limit. If the seller fails to complete service/rectification with defined time limit, a penalty of 0.5% of Unit price of the product shall charge as penalty for each week of delay from the seller. Seller can deposit the penalty with the buyers 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 have the right to get the service/ rectification 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.

1)	<p><b><u>Bid Securing Declaration Certificate:</u></b></p>
	<p>(a) MSES/Startup or any other entity exempted for EMD, they shall submit bid securing declaration (in lieu of EMD) alongwith 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 Security). Turn Over and Experience/past performance. Format as per Appendix-A circulated vide FHO BSF (Prov Dte: Proc Cell) L /No. 215-50 dated 19 Jan 2022 may be typed which is as under :</p> <p>Appendix-"A"</p> <p>Open No. Tender Enquiry No. .... Dated .....</p> <p style="text-align: center;"><b><u>BID SECURING DECLARATION CERTIFICATE</u></b></p> <p style="text-align: center;"><b><u>(On Firm's Letter Head)</u></b></p> <p>To</p> <p>The Commandant ,</p> <p>115 Bn BSF,</p> <p>VPO-17 MILE BAISHNABNAGAR,</p> <p>PO-CHAMAGRAM, DIST-MALDA (WB)</p> <p>Pin code-732127</p> <p>Sir,</p> <p>Tender/GeM Bid No. _____ we, M/S _____ undertake that if we withdraw or modify our bid during the period of validity, or we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in bids documents, we will be suspended for the period of 02 years from being eligible to submit bids for contract with procuring entity i.e., Border Security Force ( BSF) Ministry of Home Affairs.</p> <p style="text-align: right;">Yours Faithfully</p> <p style="text-align: center;">(Signature of the Authorized Signatory of Bidder with official Seal)</p>
2)	<p><b>As per Instructions circulated vide FHQ BSF (Prov Dte : Proc Cell) L/No. 2820-65 dated 03 Aug 2020, Special conditions of contract as mentioned in Chapter</b></p>

**-VIII, following instructions should be adhered/included in draft Bid accordingly.**

- i) If Boatmen is found using mobile OR is suspicious of passing sensitive information to smugglers/carriers, the tender is liable to be scrapped immediately. A penalty of Rs. \_\_\_\_\_/- will also be levied on the boat owner/firm, for each instance.
- ii) All Boat men must be minimum 18 Yrs of age or above as on tender publishing date, should be residents of area at least 10 Kms outside the area of deployment for which the bid is being submitted any changes in this list can be made only after approval of Commandant of Bn.
- iii) During deployment of the boat, boat owners shall submit photographs, proof of address (electricity/water bill, certificate from Panchayat with ID card), character and antecedent / police verification of Boat men so recommended for operating of Country Boats.
- iv) Leave of the Boatmen throughout contract period will be managed by responsibility of boat owners by providing suitable replacement from the list of boatmen initially submitted by the bidders and subject to approval of the competent authority in r/o the residence of the Boatmen.
- v) Boats number and registration number of EFCB/Country Boats should be distinctly marked on Country Boats.
- vi) For operation/ administrative requirement, deployment of boat will be rotated/shifted from one BOP to another BOP within the area of operation of the bidder as per Ops/Adm requirement.
- vii) The Boat owner will be fully responsible for any damage/loss to their country boats. The repair and maintenance cost shall be borne by the Country Boat owner at his own cost.
- viii) The rates quoted by intending firm Boat owners must include the Boatmen salary on daily wages. No boarding/lodging facilities/charges would be provided by BSF.
- ix) The approved firm / boat owners will have to ready to provide the boats on approved rates as per requirement basis throughout the validity period of contract.
- x) In case of damage/defective boats, the owner shall make an alternative arrangement else Rs. \_\_\_\_\_/- per day will be deducted as penalty up to 07 days and if the boat remains defective for more than 07 days without replacement, payment the entire month would be deducted besides including penalty. Penalty for absence of a boatman for one day will be 75% of the cost of hiring of boat for one day.
- xi) Performance Security of successfully firm shall remain with BSF till completion of hiring period and the earnest money of un-successful firm will be returned after finalization of Contract.
- xii) Hiring charges/payment will be made on monthly basis after deduction of penalty charges if any. Hiring charges will not be paid for the period when the boats remain non operative due to some defect or absence of boatman.
- xiii) BSF will not be responsible for any incident / accident. No claim of any s



ort of men and materials due to any mishaps / accidents will be entertained by BSF. Full responsibility of any third party claim or by the boat man would lie with the firm and the firm would submit a bond to this effect.

xiv) The platform / hood as well as overall condition of EFCB/Country Boats should be of specified quality. Life-saving appliances & fire Fighting Equipment's must be on board of each boat prior to launching of operations. Sand box should be available in each boats.

xv) If registration of EFCBs/Country Boats does not tally, the agreement will be cancelled. Boat No. and registration No. of Country Boats should be distinctly marked. Insurance of Country Boats should be up to date.

xvi) A review shall be carried out for actual requirement of EFCB/Country Boats due to decreasing of water level in river requirement of EFCB/Country Boats may be reviewed.

xvii) For operation/ administrative requirement, deployment of boat and boat men may be rotated/shifted from one BOP to another BOP within the area of operation of the unit.

xviii) **Form of EMD :-** Bidder can submit EMD with account payee Demand Draft in favour of Commandant 115 BN BSF payable at SBI Farakka Barrage, New Farakka, (WB)

a) Bidder can also submit EMD 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 Commandant 115 BN BSF payable at SBI, Farakka Barrage, New Farakka (WB) . 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.

b) bidder can submit EMD in the form of payment online through RTGS/Internet banking also ( besides PBG which is allowed as per GeM GTC ) on - line payment shall be in Beneficiary name Commandant 115 BN BSF A/C no. 3092 9369797 IFSC SBIN000218 Bank Name - SBI, Farakka Barrage and seller entity in the transaction details field at the time of online transfer.

c) Bidder has to upload scanned copy/proof of the DD alongwith bid and ensure delivery of hard copy to the buyer within 5 days of bid End Date/Bid opening date. in case any bidder has not submitted EMD their offer will be rejected during initial stage.

### 3. Forms of EMD and PBG

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

Commandant 115 BN BSF , BAISHNABNAGAR, (WB) 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.

#### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Commandant 115 Bn Bsf

Account No.

30929369797

IFSC Code

SBIN0000218

Bank Name

STATE BANK OF INDIA

Branch address

FARAKKA BARRAGE, NEW FARAKKA (WB)

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 5. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Commandant 115 Bn BSF, Baishnabnagar, New Farakka, (WB)

payable at

STATE BANK OF INDIA, FARAKKA BARRAGE, NEW FARAKKA (WB)

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**