

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	11-06-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	11-06-2026 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	Ftr Hq Bsf Jodhpur
कुल मात्रा / Total Quantity	5
वस्तु श्रेणी / Item Category	PABX System - EPABX (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	15 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	120 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	2 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	20 %
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	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	30
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	90000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a). 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 कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

IG BSF

OFFICE OF THE INSPECTOR GENERAL, FTR HQ BSF RAJASTHAN, MANDORE ROAD, JODHPUR, RAJASTHAN -342026
(Inspector General)

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 खरीद वरीयता/MSE Purchase Preference

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder

seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity

supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

11. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

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

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

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

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

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

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

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

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

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

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

PABX System - EPABX (V2) (5 pieces)

(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)
MAIN DISTRIBUTION FRAME(MDF)	MDF (Number of Pair)	200
EXTENSION AND TRUNK/JUNCTION	EPABX system Implementation Technology/Architecture	Hybrid (Microprocessor based also supporting SIP extension)
	Number of Analogue Extensions /FXS ports	128
	Expandable upto(TDM ports/FSX ports)	512
	Number of Digital Extensions	16
	Number of Analogue Junction/FXO ports	16
	Number of SIP Extensions	16
	SIP Extensions Expandable upto	64
	Number of SIP Trunks (CHANNELS)	4
	Number of PRI TRUNKS	NA
SERVER SPECIFICATIONS / REQUIREMENTS (applicable only in case of Sever Based Category EPABX , Not for Hybrid & Conventional EPABX)	"Total Number of Servers Included in the Supply"	NA (for hybrid / Conventional EPABX)
SERVICES	Comprehensive Warranty (YEARS)	1.0 (year)

Additional Specification Parameters - PABX System - EPABX (V2) (5 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
All Specifications of required EPABX System as per the buyer added ATC	to be complied by the firm.

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Verified and Signed Tp document	View
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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	RAM KARAN	342026,FTR HQ BSF, MANDORE ROAD JODHPUR	5	45

Special terms and conditions-Version:2 effective from 02-11-2022 for category PABX System - EPABX (V2)

1. This category pertains to the products covered under Mandatory Testing and Certification of Telecom Equipment (MTCTE) by TEC, DoT(www.tec.gov.in) notified vide Indian Telegraph (Amendment) Rules, 2017. Sellers to ensure compliance of the MTCTE certificate against Essential Requirement (ER) for the model offered on GeM Portal. Procuring Authorities to check compliance of model procured against the applicable ER issued by TEC under MTCTE.

In addition, procuring entities should also ensure that if the product is covered under Public Procurement (Preference to Make in India (PPP-MII)) Policy of DOT notified vide Gazette Notification dated 29th August 2018 as amended from time to time, it should also comply to the certification against applicable Generic Requirement (GR)/ Interface Requirement (IR) if issued by TEC.

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

1. Generic

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

2. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

4. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

5. **Generic**

Scope of supply includes Training: Number of employees to be trained

03
, Place for Training
WHERE EACH EPABX SYSTEM WILL BE INSTALLED
and Duration of training
07
days.

6. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

7. **Service & Support**

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

8. **Service & Support**

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

9. **Service & Support**

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

10. **Certificates**

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

11. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 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 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 re-imburse the cost of such service / rectification to the Buyer.

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

I) **BID Security (Earnest Money Deposit)** should be in the form of DD (Demand Draft)/RTGs/NE FT in favour of Inspector General, HQ BSF Rajasthan Frontier.

II) The seller will upload A Scanned Copy of the Bank Guarantee (EMD) to the online BID and hard copy must be submitted Directly to buyer within five days of the BID Opening. If hard copy is not submitted within five days, the bidder offer will be rejected at the initial stage.

III) Bank detail for depositing of EMD

EMD Amount: Rs. 90,000/=

ACCOUNT NO: 30085351082

IFSC CODE: SBIN0012847

State Bank of India (SBI)

Branch Code 12847

Branch: SBI -MAHAMANDIR JODHPUR

In Favour of

The INSPECTOR GENERAL,

FTR HQ BSF RAJ JODHPUR

Border Security Force (BSF)

Ministry of Home Affairs

Mandore Road Jodhpur

Rajasthan- India-342026.

IV) **EMD EXEMPTION : -**

The bidder seeking EMD exemption, must submit the valid supporting documents for the relevant category as per GeM GTC with the bid. Under MSE / Start-up category, only manufacturers of offer ed primary product are eligible for exemption from EMD. Traders / resellers are excluded from the purview of this policy. EMD / Bid Security is required to be submitted by the non-exempted categories otherwise their offer will be rejected at the initial stage and no representation will be entertained.

V) **BID SECURING DECLARATION :**

EMD exempted categories seller will submit a Bid Securing Declaration Certificate along with the Technical bid documents. Otherwise, their offers will be rejected at the initial stage and no representation

tation will be entertained. Bid Securing Declaration Certificate (On the form of Firms Letterhead) Mentioned in **Appendix "A"**

VI) The bidder should submit a Self-declaration that the bidder is not under watch listed/banned/suspended/ blacklisted by a Govt. department and bank. Format for non-blacklisted undertaking Mentioned in **Appendix "B")**.

VII) Certificate regarding the compliance of Ministry of Finance (DOE)(PPD) OM dated 23 July 2020 if any will be submitted by the bidder. (Mentioned in **Appendix" C")**

VIII) Bidder has to provide a certificate regarding the percentage of local contents under the letter of DPIIT dated 16th Sept'2023 on OEM letter head. (Mention in **Appendix "D")**

IX) Warranty certificates: - must be submitted by the Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any breakdown during the Warranty period. (Mentioned in **Appendix "E")**

X) The bidder is to submit an undertaking of acceptance of the General Terms & Conditions and Additional Terms & Conditions as well as additional technical specifications of the bid duly signed by the authorized signatory and the bid number should be mentioned in all Bid ATC Certificates. (Mentioned in **Appendix "F")**

XI) Bidders are required to submit an undertaking with bid number & date, stating that, "Our firm has not submitted any fake/misleading/forged/edited documents in any government department in last two financial years". If the undertaking is found false, firm shall be banned from Ftr HQ BSF Rajasthan for two years. The undertaking should not be signed /dated before bid publishing date and after bid opening date. (**Appendix - "G")**

XII) **Conflict of Interest:** - The firm shall submit the declaration of Conflict of Interest as per **Appendix - "H"** on Firm letterhead along with the bid documents. The declaration should not be signed / dated before bid publishing date or after bid opening date failing which their bid shall be rejected.

XIII) **Acceptance of Specification:** - Offered products should fulfil the QRs/TDs and additional specifications, mentioned in the bid and to this effect, an undertaking of acceptance of technical specifications of the bid duly signed by the authorized signatory is required to be submitted by the OEM. (Mentioned in **Appendix "I")**

XIV) **Declaration for successfully supplying of Stores:** - The firm shall submit the declaration for successfully supplying of stores. (Mentioned in **Appendix "J")**

XV) **Bidder Financial Standing:** - The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid

.(Mentioned in **Appendix "K"**)

XVI) 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 02 Years before the bid opening date. Copies of relevant contracts to be submitted alongwith bid in support or having supplied some quantity during each of the year i.e 2024-25 & 2025-26.

XVII) Central Vigilance Commission (CVC) Guide line: In a Bid, either the principal /OEM or its authorized dealer /Agents on behalf of the principal/OEM will participate. Both cannot bid simultaneously for the same item/product in the same Bid (CVC circular No 03/01/12 dated 13.01.2012 refers).

XVIII) RISK Purchase Clause: - If the Supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the 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 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 the 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 a penalty clause and accept delayed deliveries or proceed with the alternate procurement plan invoking the risk purchase clause.

XIX) No grace period will be provided except Force Majeure Clause after the stipulated delivery period.

XX) Force Majeure: 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 even 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 contracts 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.

XXI) Checking by Seller Before Dispatch: -

a). Before dispatching of the stores from the Seller's premises, the Seller has to check and confirm that the stores fully meet the QRS /Specifications and Inspection Clauses as per the Contract/bid.

b). The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores is found to be substandard, inferior and not meeting the QRs/Specification as per Bid/Contract.

XXII) Brand type: The offered product should be registered/standard Branded and to this effect, trademark certificate of offered products to be submitted.

XXIII) Competent Authority reserves the right to accept or reject any or all tenders without assigning any reason thereof and also does not bind himself to accept the lowest tender.

XXIV) **Loading/Unloading:** - Unloading of the supplied stores will be done by the firm at their own cost/resources.

XXV) Validity Bid offer: _ The validity period can be extended up to 280 Days.

XXVI) 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 Ftr HQ BSF Rajasthan A/C . The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledge. For released 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 documents 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.

XXVII) If the firm fails to deliver the store within the prescribed delivery period, Liquidated Damages (LD) charges will be imposed as per GeM Terms & Conditions.

XXVIII) **Service & Support :** - During the warranty period, firm has to rectify the fault at the consi gnee location, where the equipment is delivered (including the remote area of Rajasthan) within 1 week after lodging the complaint.

XXIX) No complaint / letter shall be entertained by any person who has not participated in the inst ant bid.

XXX) No documents through any mode i.e through GeM or outside the GeM shall be accepted after bid submission. Hence, bidders are advised to submit bids after thoroughly checking before uploa ding.

XXXI) **Penalty Clause during guarantee / warranty period: -**

a. The defective item /equipment will be collected, repaired / replaced and handed over at the loc ation, where the equipment is delivered (including the remote area of Rajasthan) within 1 week af ter lodging the complaint to the contact number, email of the firm provided for the purpose.

b. Penalty for non-repair / replacement beyond the permissible period of 07 days will be @ 0.5% p er week or part of the week of total cost of the individual equipment.

XXXII) All the firms to provide copy of their complete GST Registration certificate, copy of Aadhar card of proprietor / Director(s) of the firm, PAN Card & ITR for the assessment Year 2025-26

XXXIII) **Lab test report :** Lab test report is required to be submitted by the tenderer along with th e technical bid documents. Accredited Labs / MHA captive agency for conformity of all the followin g parameters as per bid requirement specification of the store.

- i. Minimum Operating Temperature – 0 degree C
- ii. Maximum Operating Temperature – 50 degree C
- iii. Operating Humidity (RH) (%) – 80 or More
- iv. Conformity of dry heat for 16 hours at maximum specified temperature degree C in acc ordance with IS 9000/part-3/section-5/1977 or equivalent latest.
- v. Conformity to Cold Test for 4 hours at minimum specified temperature degree C in acc ordance with IS:9000/PART-2/section-4/1977 or equivalent/latest.
- vi. Conformity to Damp Heat (Cyclic)Test for 2 cycles of 24 hours each at a temperature of 40-degree C & 95% RH in accordance with IS:9000/Part-5/Section-1/1981 or equivalent / latest.

XXXIV) **OEM Certificate regarding conformity of the parameters** : OEM certificate is required to be submitted by the tenderer along with the technical bid documents for conformity of all the following parameters as per bid requirement specification of the store.

- i. EPABX system technology – Hybrid (microprocessor based) supporting SIP extension.
- ii. Auto attendant Facility.
- iii. System Feature : Automatic Route Selection Facility, DID facility (Direct Inward Dialing), DOD facility (Direct Outward Dialing), DISA facility (Direct Inward Station Access), DOSA facility (Direct Outwards Station Access), Multi-Level Voice DISA facility, privacy of Call, Facility for connecting recorded voice answering, Programmable class of service for (ST D/ISD/Local) dialing as per need, Caller ID information for both internal and external callers (over Analogue, ISDN PRI), Unique authorization codes for every users, Automatic call back, Call waiting, Music-on-hold facility, Call budgeting, Least cost routing, Mix-mode dialing Provision for remote logins, Interactive Voice Response System (IVRS), Extension to Extension dialing.
- iv. Extension Features: -Call forwarding, Consultation Hold, Brokers Call, Automatic Call transfer, Conference call, Call pickup, Call re-routing, Dynamic STD Lock, Paging on key phone, Background music, Password Control, Virtual Telephony, Call parking, Auto answer / Auto Off, Emergency call facility, Missed / dialled/ Received Call lists, Last Caller Call back, Password display suppression, Personal Identification Number Hotline, Calling Line Identification (CLI), Remote Maintenance . Other Extension features.
- v. Attendant Console Feature : Answering an incoming call, Call queuing, Call waiting display, Automatic Call Distribution, Call Hold, Trunk offering, Night service, Head Phone connectivity, Other attendants console features.
- vi. Protection against over current and accidental reversal of polarity on the input side and against over current, over voltage on the output side.
- vii. Installation and commissioning.
- viii. Training provided to buyers for minimum 1 (one) week.

XXXV) Specifications of the required EPABX system

QRs OF 100 Line/ 128 Port EPABX System

S/No	Parameters	Specifications
01	EPABX system Implementation / Technology Architecture	Hybrid (Microprocessor based)
02	Number of Analogue Extensions / FXS Ports	128
03	Expandable upto (TDM / FXS Ports)	256
04	Number of Digital Extension Port	16
05	Number of Analogue Junction / FXO ports	16
06	Number of SIP Trunks (Optional)	16

07	Number of SIP Extensions (Optional)	64
08	MDF (Number of Pair)	200
09	Integrated Protection Module (IPM)	Yes
10	If Required, number of Integrated Protection Module	200
11	Type of Card Supported and fit in any Universal Slot	PRI, E1, GSM, SIP/IP, E&M, Radio Interface
12	(a) Number of Ports per PRI Card Supported	2
	(b) Number of Ports per E1 Card supported	2
	(c) Number of Ports per Radio Interface Card Supported	2
	(d) Number of Ports per GSM Card supported	4
	(e) Number of Ports per SIP/IP Card supported	4
13	Type of Operator Console (Optional)	Key Phone
14	Number of Operator Console	2
15	SIP Extension (If Yes, Number of Software/ Licenses shall be commensurate / Equal to the Number of SIP Extension Offered under "EXTENSION AND TRUNK / JUNCTION")	Yes
16	SIP Trunk (If Yes, Number of Software / Licenses shall be Commensurate / Equal to the Number of offered under "EXTENSION AND TRUNK / JUNCTION")	Yes
17	Radio Interface (If Yes, Number of Software / Licenses shall be Commensurate / Equal to the Number of Radio Interface Offered under "EXTENSION AND TRUNK / JUNCTION")	Yes
18	GSM (If Yes, Number of Software / Licenses shall be Commensurate / Equal to the Number of GSM Offered under "EXTENSION AND TRUNK / JUNCTION")	Yes
19	Number of Conference Participants Supported	16
20	Number of IP-TDM Concurrent Calls (2 Users per call) supported	4
21	Loop resistance interface	1200 ohm or better
22	Call Buffer Memory system	Should be available
23	If Call Buffer Memory available, Number of records	Minimum 500
24	Standby CPU Card	Yes
25	(a) If Required, Number of Standby CPU Card	1

	(b) Redundant CPU Card	Required
26	Standby PSU (Power Supply Unit)	Required
27	(a) If Required, Number of standby PSU (Power Supply Unit)	1
	(b) Redundant PSU (Power Supply Unit)	Required
28	Inbuilt Voice Mail for EPABX System	Required
29	If Required, Voice Mail feature, Number of Voice Mail Channels	2
30	Available for Voice Mail, Facility for Recording	24 x 7
31	Auto Attendant Facility (Optional)	Yes
32	If Available, Number of Auto Attendant Channels	2
33	System Features	Automatic Route Selection Facility, DID facility (Direct Inward Dialing), DOD facility (Direct Outward Dialing), DISA facility (Direct Inward Station Access), DOSA facility (Direct Outwards Station Access), Multi-Level Voice DISA facility, privacy of Call, Facility for connecting recorded voice answering, Programmable class of service for (STD/ISD/Local) dialing as per need, Caller ID information for both internal and external callers (over Analogue, ISDN PRI), Unique authorization codes for every users, Automatic call back, Call waiting, Music-on-hold facility, Call budgeting, Least cost routing, Mix-mode dialing Provision for remote logins, Interactive Voice Response System (IVRS), Extension to Extension dialing.
34	Extension Features	Call forwarding, Consultation Hold, Brokers Call, Automatic Call transfer, Conference call, Call pickup, Call re-routing, Dynamic STD Lock, Paging on key phone, Background music, Password Control, Virtual Telephony, Call parking, Auto answer / Auto Off, Emergency call facility, Missed / dialled/ Received Call lists, Last Caller Call back, Password display suppression, Personal Identification Number Hotline, Calling Line Identification (CLI), Remote Maintenance . Other Extension features
35	Attendant Console Features	Answering an incoming call, Call queuing, Call waiting display, Automatic Call Distribution, Call Hold, Trunk offering, Night service, Head Phone connectivity, Other attendants console features
36	Supply voltage	48 V DC / 100V-230V AC Supply

37	Inbuilt Battery Charging arrangement for providing battery backup /FCBC	Yes
38	FCBC	Yes
39	If required, Minimum current Rating of FCBC at charging voltage of 48V	12.5A or more
40	Protection against over current and accidental reversal of polarity on the input side and against over current, over voltage on the output side	Yes
41	Minimum Operating Temperature (Degree C)	0 ⁰ C
42	Maximum Operating Temperature (Degree C)	50 ⁰ C and above
43	Operating Humidity (RH) %	80 or More
44	Conformity to dry heat for 16 hours at maximum specified temperature degree C in accordance with IS:9000/Part-3/Section-5/1977 or equivalent / latest	Yes
45	Conformity to Cold Test for 4 hours at minimum specified temperature degree C in accordance with IS:9000/PART-2/section-4/1977 or equivalent/latest	Yes
46	Conformity to Damp Heat (Cyclic)Test for 2 cycles of 24 hours each at a temperature of 40-degree C & 95% RH in accordance with IS:9000/Part-5/Section-1/1981 or equivalent / latest	Yes
47	Installation and Commissioning	Yes
48	The scope of supply includes one set of operation and maintenance manual for each equipment	Yes
49	Training provided to buyers	Yes
50	If Yes, Details of training	Operation and maintenance training for minimum 1 (one) week.
51	Warranty	3 Years

Appendixes

Appendix-"A"

(On Firm's Letter head)

TO,
INSPECTOR GENERAL,
BORDER SECURITY FORCE
FTR HQ BSF RAJASTHAN
MANDORE ROAD JODHPUR
RAJASTHAN-342026.

Subject:- Bid Securing Declaration Certificate .

Sir,

Tender/GeM Bid No: _____ Date _____ 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 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 a contract with procuring entity i.e. Border Security Force (BSF), Ministry of Home Affairs.

(signature of the authorized signatory of Bidder, with official
Seal).

-

Appendix - "B"

(On the form of Bidder Letterhead)

To,
Inspector General
Border Security Force
Ftr HQ BSF Rajasthan
Mandore Road,
Jodhpur Rajasthan - 342026

Subject :- NON-BLACKLISTING DECLARATION .

GeM Bid reference No. _____ dated _____

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.

Your faithful

(signature of the authorized signatory of Bidder, with official Seal)

Appendix - "C"

(On the form of Bidder Letterhead)

(LAND BORDER SHARING)

To,

Inspector General

Border Security Force

Ftr HQ BSF Rajasthan

Mandore Road, Jodhpur

Rajasthan - 342026 .

Certificate regarding compliance of Ministry of Finance, Department of Expenditure Pu

blic Procurement Division Order No. F.No. 6/18/2019-PPD dated 23/07/2020.

I certify that _____ (name of the firm) is not covered by the definition of bidder as mentioned at clause 12(VII) of ATC of this tender documents and is thus not required to be registered with the Competent Authority for this purpose.

Or

I certify that _____ (name of the firm) comes within the ambit clause _____ of ATC of this tender and for this purpose, it is registered with the Competent authority. Valid registration certificate No. _____ dated _____ issued by _____ is enclosed.

(strike off the portion not applicable)

Signature of bidder: _____

Name in block letters : _____

Name of Bidder : _____

Full Address: _____

Appendix -“D”

(on OEM letter head)

-

-

To,

Inspector General

Border Security Force

Ftr HQ BSF Rajasthan

Mandore Road, Jodhpur

Rajasthan - 342026 .

-

SELF - CERTIFICATION UNDER PREFERENCE TO "MAKE IN INDIA" POLICY CERTIFICATE

-

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(i)(i)(h) of the General Financial Rule 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 action as may be permissible under law.

Signature of OEM _____

Name in block letter _____

Name of OEM _____

Full address _____

Appendix - "E"

(On the form of Company Letterhead)

To,

Inspector General

Border Security Force

Ftr HQ BSF Rajasthan

Mandore Road, Jodhpur

Rajasthan - 342026 .

Subject: - WARRANTY PERIOD UNDERTAKING.

We, M/S _____ participated in the bid no _____ dated _____
_ and our offered both products will cover under warranty period for 03 year.

(signature of the authorized signatory of Bidder, with official Seal).

Appendix -“F”

(On Fimr’s Letter Head)

To,
Inspector General
Border Security Force
Ftr HQ BSF Rajasthan
Mandore Road, Jodhpur
Rajasthan - 342026.

Subject: - ACCEPTANCE OF TERMS & CONDITIONS OF BID.

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 Detail(s), Buyer Added Bid Specific Terms and condition(s), Buyer Added Bid Specific ATC, buyer uploaded ATC documents, Quality Assurance Plan document and etc., and I/We shall abide hereby by the terms / conditions/ clause contained therein.
3. The Corrigendum(s), if any issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s)/ corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that I/We have read and understood the entire specification/s requirements laid down in the Bid document and have prepared the bid in compliance with the requirements specified in the document.

6. I/We certify that all information and documents furnished by the our firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the blacklisted for 02 financial years absolutely.

(signature of the authorized signatory of Bidder, with official Seal).

Appendix - "G"

(To be given on Company Letter Head)

To,

Inspector General

Border Security Force

Ftr HQ BSF Rajasthan

Mandore Road,

Jodhpur Rajasthan - 342026

Subject :- NON-SUBMISSION OF FAKE DOCUMENTS DECLARATON .

GEM BID No. _____ dated _____

Name of Item _____

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.

Your faithful

(signature of the authorized signatory of Bidder, with official Seal)

Appendix - "H"

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

Tender No. _____

Date _____

1	Name of Firm	Office Address of firm, phone No., Fax No. & Email ID	Firm's works address as per Vendor Registration, Phone No. Fax No. Email ID	Type of Firm (Sole Proprietorship / partnership / Limited liability partnership / Private limited company / Public limited company)	CIN / LLPIN of firm	GST Registration No. of the firm
	(1)	(2)	(3)	(4)	(5)	(6)
2	Name of all owner(s) / director(s) of firm	Father's / Husband's name of all owners / Director(s)	DIN	Full Residential address	Aadhar Card of Owner / Director(s) of firm be attached	Udyam Registration Certificate No. ___ attach a copy
	(1)	(2)	(3)	(4)	(5)	(6)

03 We hereby declare and confirm that no bid has been submitted for the quoted item by any other Private Limited of 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, 2018 Sec 2(77) "relative" & MoF Manual for Procurement of Goods (para 5.1.1)" 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.

Place :

Date :

For _____(firm name)

Signature of Director /Partner / Proprietor/ Authorized Signatory)

Name : _____

Designation _____

(with official stamp)

Appendix -"I"

(On the form of OEM Letterhead)

To,

Inspector General

Border Security Force

Ftr HQ BSF Rajasthan

Mandore Road, Jodhpur

Rajasthan - 342026.

Subject: - Acceptance of Technical Specifications.

I/We, M/S _____ (Name of Firm) hereby undertake that our offered product Make _____, Model _____ fulfil all the QRs and additional technical specifications as mentioned in GeM bid no _____ dated _____.

(signature of the authorized signatory of OEM, with official Seal).

Appendix -“J”

(To be in the company letter head)

To,
Inspector General
Border Security Force
Ftr HQ BSF Rajasthan
Mandore Road, Jodhpur
Rajasthan - 342026.

Subject: - SUCCESSFUL SUPPLIES 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.

(signature of the bidder, with official Seal).

Appendix - "K"

(To be in the company letter head)

To,
Inspector General
Border Security Force
Ftr HQ BSF Rajasthan
Mandore Road, Jodhpur
Rajasthan - 342026.

Subject: - SELF-DECLARATION FOR FINANCIAL STANDING.

GeM Bid Reference NO. _____ Dated _____

Name of Item : - _____

We, (*Name of Bidder*) having registered office at our (*Address*) _____ represented by *Proprietor name* _____ do here by solemnly declare that we are neither in any way insolvent, Bankrupt or Defaulter in terms of rules & regulations presently invoke in India. 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.

(signature of the bidder, with official Seal).

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---