

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-05-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-05-2025 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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	Ftr Hq Bsf Jodhpur
क्रेता ईमेल/Buyer Email	fttrajprov@bsf.nic.in
Total Quantity/कुल मात्रा	263500
Item Category/मद केटेगरी	Sand Bags (V2) as per IS 9685 (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	47 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	379 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/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### 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).	14

(a). 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 :

Inspector General

Ftr Hq Bsf Jodhpur, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs

**Reserved for Make In India products**

Reserved for Make In India products	Yes
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**Reserved for MSE**

Reserved for MSE	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. 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.
6. 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.
7. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. 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 based on documentary evidence submitted, while evaluating the bid. 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.

8. 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.

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

**10. 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.

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

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

## Sand Bags (V2) As Per IS 9685 ( 263500 bale )

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

Bis Required	Yes
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### Technical Specifications/तकनीकी विशिष्टियाँ

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	<b>Technical Specification of the Product</b>	Sand Bags as per IS 9685
Certification	<b>BIS Certification</b>	Yes, No Or higher
Stitching	<b>Bag Sides Stitches (As per clause 4.3 of IS 9685)</b>	Herakles stitches
Specific Requirement	Rot-Proofing (As per Clause 5.2 of IS 9685)	Yes
	Bag Finish (As per Clause 4.4 of IS 9685)	Selvedge
Test Reports	Availability of Test Report from Central Govt./NABL/ILAC Accredited Lab to prove conformity of product to the specifications	Yes Or higher
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes
Advance Sample	Agree to provide Advance Sample for buyer's approval before commencement of supply	Yes

### Additional Specification Parameters - Sand Bags (V2) As Per IS 9685 ( 263500 bale )

Specification Parameter Name	Bid Requirement (Allowed Values)
Mass of Bag	180 gm(Proofed)
Advance Sample	Not required
Quantity required	263500 Nos

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sudhir Hooda	342026,FTR HQ BSF, MANDORE ROAD JODHPUR	263500	45

**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 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. 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

IG BSF RAJASTHAN  
payable at  
SBI MAHAMANDIR

. 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.

**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

IG BSF RAJASTHAN

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

IG BSF RAJASTHAN

Account No.

30085351082

IFSC Code

SBIN0012847

Bank Name

SBI MAHAMANDIR

Branch address

SBI MAHAMANDIR JODHPUR RAJASTHAN

. 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. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

8. **Generic**

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.

9. **Scope of Supply**

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

10. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

11. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

12. **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 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 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.

### 13. Buyer Added Bid Specific ATC

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

### 14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**a)** MSE/Start-up and other exempted category should also submit Bid Security Declaration Certificate along with the technical bid documents failing which their offers shall be rejected at initial stage and that no representation shall be entertained. Format of bid securing declaration is attached as **Appendix- "A"** at buyer uploaded ATC document.

#### **b) Inspection**

**Nominated Inspection Agency (PDI):** On behalf of the Buyer organization, Inspection of Pre-Delivery Inspection (PDI) of bulk supply of store be conducted from any one of lab agency prescribed in accordance to MHA Police Modernization Division, Prov-I, Desk vide their L/No. IV-24011/17/2021-Prov-I (3 533523)/1676 dated 26 th May 2021 (MHA captive inspection agency). Nominated agency for Pre-Delivery Inspection (PDI) are: -NITRA/MSME/SBG services TATA Project Ltd. Hyderabad/Quality Austria Central Asia Pvt Ltd Delhi/Aaditech Inspection and services Pvt Ltd Delhi/ Phistream Consulting Pvt Ltd Noida/ Quality Evaluation and systems team Pvt Ltd/GEO-CHEM Laboratories Pvt Ltd/Excel Surveyors Pvt Ltd/SGS India Pvt Ltd/RITES/Eskaps/CQA (TC&S) /CQA(GS). Pre inspection charges will be borne by the seller. Post Receipt Inspection at consignee site before acceptance of stores. Board of officers.

**c) LAND BORDER SHARING** Certificate regarding compliance of Ministry of Finance (DOE) (PPD) OM dated 23 July 2020 if any will be submitted by the bidder. format of certificate is attached as per **Appendix- "B"** at buyer uploaded ATC document.

**d)** The bidder must upload a certificate as per following Performa regarding the percentage of local content and the details of location at which the local value addition is made along with their bid. the certificate indicating percentage of local content required for class- I local supplier and class- II local supplier be provided for format of certificate is attached as per **Appendix- "C"** at buyer uploaded ATC document.

**e)** The bidder should submit declaration in respect of conflict of interest. Format is attached as per **Appendix- "D"** at buyer uploaded ATC document.

**f) To be eligible for award of contract, bidder/OEM must possess following certificates /Lab Test report on the date of BID opening (To be uploaded with bid)**

i) Firm should submit ISO 9001 certificate as per requirement of specification.

ii) **The participated firms should submit Test report from NABL/ILAC accredited or Central Government Lab to prove conformity of products to the specification with the bid documents which is not older than two (02) years from the bid opening date for conformity and technical evaluation of buyer.**

**g)** Proof of document for registered brand is required to submit with bid documents failing which the offer shall be rejected at initial stage.

**h)** If the seller failed to supply the store within the specific period, then buyer should have the right to take necessary/ required action against the seller in accordance with GTC of GeM.

**j)** In this bid, either the Principal/OEM or its authorized dealer/Agents on behalf of the Principal/OEM will participated. Both cannot bid simultaneously for the same item/product in the same bid/CVC Circular No. 03/01/12 dated 13/01/2012 refers.



**k)** The bidder should submit Trade mark and Product ID along with bid documents.

**l)** The bidder should submit self-declaration that the bidder is not under watch listed / banned / suspended / blacklisted by any Govt department.

**m) Liquidated damages-** In case the firm does not complete the supply within the laid down agreed delivery period as per contract action will be taken against the firm as per clause 9.7.9, 9.7.10 & 9.7.11 of manual for procurement of goods 2022.

**n) Affidavit:** - Bidder has submit an undertaking/affidavit duly notarized on Rs.100/- Stamp paper (On or after publishing date of the instant bid) that their firm has never submitted any fake/ forged / edited/misleading documents in any of the Government department in the last 3 years and their documents have never been found fake/ forged/ edited/misleading by any Government in the last 3 years. In case of violation in any moment, they would be liable under GeM terms and conditions.

**o) Violation of Rule-29 of GeM Term and Conditions :** - In case any firm found to be violating Rule-29 (One Bid per Bidder) after due verification from GeM authority during bidding process or post contract, due administrative action will be initiated as per GeM norms as well as Manual for Procurement of Goods.

**p) USE OF SAME IP ADDRESS** In case any firm found to use same IP address with other participating firm in same BID and other particular like common director/ownership, same mobile No., PAN, GST etc. and after due verification from GeM authority, bidders/seller will be rejected at any time as well as due administrative action will be initiated against defaulters as per GeM norms and Procurement manual.

**q) Arbitration (General Terms and Conditions on GeM 4.0 (Version 1.14) Rule 16.2** - In the event of any conflict/dispute arising out of or in connection with the Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in clause 16.1 the aggrieved party may invoke arbitration by sending a written notice to the other party. The procedure for appointment of the Arbitral Tribunal shall be as follows: -

i) In case where the total value of the contract is less than INR 1,00,00,000/- (Indian Rupees one crore only) the same shall be referred to a sole arbitrator mutually appointed by both the parties.

ii) Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30(thirty) days from their nomination, appoint a third arbitrator i.e. the Presiding Arbitrator.

iii) In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principal place of business of the buyer department/organization is located) to appoint the presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act 1996 (as amended upto date).

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

v) The cost of the Arbitration shall be equally borne by both the parties.

vi) The award of the arbitrator 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 from time to time. The seat of arbitration shall be the place where the principal place of business of the buyer department/organization is located.

vii) The contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the contract shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the buyer department/organization is located

- r)** No complaints/letters shall be entertained by any person who has not participated in the instant bid.
- s)** No documents through any mode i.e through GeM or outside GeM shall be accepted after bid submission. Hence, bidder is advised to submit bids after thoroughly checking before uploading.
- t)** Designed testing lab/Agency will intimate their lab test report of PDI of complete store through register letter/official e-mail ID to this office for verification/confirmation.
- u)** The buyer has right to rejection the bid at any stage without assigning any reason.
- v)** The number of bags per bale shall be 250 i.e. (250x1054(bale)= 263500 Nos)

**FOLLOWING IS THE CHECK LIST BEFORE SUBMITTING THE BID**

- i. Trade mark registration certificate for the bid item.
- ii. GST registration Certificate of the firm.
- iii. Udyam Certificate for bid item.
- iv. ISO 9001 certificate for bid item.
- v. Valid documents (anyone) for claiming exemption in EMD/Experience/Turnover/Past Performance.
- vi. Complete Lab test report of procured item.
- vii. Bid Securing Declaration certificate. (Given in ATC Documents Appx-A)
- viii. Undertaking for blacklisting and Bidder Financial Standing.
- ix. Undertaking for compliance of Warranty Clause.
- x. Undertaking for 100/- notarized stamp paper submitting fake/misleading/manipulated documents.
- xi. Undertaking regarding acceptance of ATC of the Bid.
- xii. Undertaking of MOF(DoE) (PPD) OM dated 23-072020. (Given in ATC Documents Appx-B).
- xiii. Undertaking regarding MII percentage of local content with details of location. (Given in ATC documents Appx-C).
- xiv. The bidder should submit declaration in respect of conflict of interest. Format is attached as per Appendix -D at buyer uploaded ATC documents.

## **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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---**