

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-05-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-05-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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	38 Bn Bsf Roopnagar
क्रेता ईमेल/Buyer Email	buyer34.bsfb.wb@gembuyer.in
Total Quantity/कुल मात्रा	7812
Item Category/मद केटेगरी	FEED FOR CAMEL
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	FEED FOR CAMEL
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Mineral Mixtures For Supplementing Sheep And Goat Feeds - IS 10672, Foot Operated Pedal Bin or Bucket for Bio - Medical Waste Collection, Powder Form Fish Feed, Crushed Feed Oats, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Poultry Feed Additives or Supplements (For Vitamins), Broiler Chicken Feed as per IS 1374, Gravity Feed Infusion Set, Gravity Feed Transfusion Set, Poultry feed ingredient of Soyabean
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • BUFFEL GRASS (ANJAN GRASS) Seeds
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)

Bid Details/बिड विवरण	
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,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
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	2 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	10
Estimated Bid Value/अनुमानित बिड मूल्य	250000
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

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM 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.
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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers

as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. 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.

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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

FEED FOR CAMEL (7812 kilogram)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Pratap Singh	345001,Commandant 38 BN BSF, Indra Colony	7812	16

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

1. 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.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- i. **The Firm may be submitted the bids declaration certificate with the bid document instead of EMD required Amount as per the rule 170 of GFR 2017 and MHA (M O F Department of Expenditure) office memorandum No F.9/4/2020-PPD Dated 12.11.2020. As per required Performa uploaded with the Bid ATC Documents shall be submitted by the bidder along with the bid Documents failing which the offer shall be reject at initial stage.**

1	In lieu of EMD/Bid Security under Rule 170 (iii) if GFR 2017, MSEs/Start-up/Exempted categories shall submit Bid Securing Declaration as per format attached to this bid, failing which the offer shall be rejected during initial Scrutiny/stage and no representation shall be considered. (Performa of Bid securing Declaration certificate attached as Appendix-'A')
2	Participated firms should submit a Self-declaration that the bidder is not under watch list/banned/suspended/blacklisted by any Govt department. (Performa attached as Appendix-'B').
3	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. (Performa attached as Appendix-'C')
4	UNDERTAKING CERTIFICATE FOR CARTEL FORMATION : - The firm/bidder is required to submit the under taking certificate for non – submission of bid through cartel formation with the bid documents for supply of bid required stores as part of cartel with other vendors and will be quoting competitive rates in the instant gem bid called by BSF FTR (Spl Ops) Odisha at Bangalore and consideration/acceptance for de-list/blacklisted for 02 years if found involved in such cartel formation from any of the departments or through documents failing which the offer shall be rejected. (Performa attached as Appendix-'D')
5	Warranty period of the supplied products shall be 01 year from the date of final acceptance of goods at consignee location. OEM Warranty certificates must be submitted by successful Bidder at the time of delivery of Goods. The Seller should guarantee the replacement of goods in case of any defects during the guarantee period. (Performa attached as Appendix-'E')
6	The firm/bidder is required to be submitted an undertaking that their firm has not defaulted in the supply of any contract issued by any Government department in last 2 years in any consignee. In case of firm has defaulted, it will mention in the undertaking i.e. GeM contract number, date of default, penalty imposed or buyer concern details and any other details/remarks. If the undertaking found false /manipulative/misleading, the firm shall be blacklisted for 02 years from BSF. (Performa attached as Appendix-'F')

7	The firm/bidder is required to be submit an undertaking certificate that their firm has never submitted any Fake/Forged/Misleading/Manipulated documents in any of the government department in the last 02 (two) years and their documents have never been found Fake/Forged/Misleading by any government department in the last 02 years. If the undertaking is found false/manipulative/misleading, the firm shall be blacklisted for 02 years from BSF. (Performa attached as Appendix-'G').
8	The bidder/OEM is required to submit Certificate of Manufacturer/OEM (Performa attached as Appendix-'H')
9	The bidder/OEM is required to provide Dedicated /toll Free Telephone No. for Service Support. (Performa attached as Appendix-'J')
10	Participation firm should submit in their letter pad that, firm has accepted all terms and condition mentioned in the instant bid. (Performa attached as Appendix-'K')
11	<u>Bid reserved for make in India products:</u> Bidder to upload certificate regarding percentage of the local content and the details of locations at which the local value addition is made along with their bid. (Performa attached as Appendix-'L')
12	<u>Compliance of GFR Rule 144 (xi):</u> Bidder should submit a certificate in compliance of MoF (DOE) OM dated 23.07.2020 i.e a bidder is not from a country sharing land border. (Performa attached as Appendix- 'M')
13	Undertaking of Fall Clause- Given in ATC Documents - N)
14	<u>Testing Sample:</u> - The testing of bulk sample during PDI will be carried out by MSME/FDDI. 03 (three) advance sample will be sent by L-1 Firms duly tested by from above mentioned any of the Labs only. The PDI and Lab testing charges would be borne by the seller. <u>Declaration whether the bidder is agreed/accepted the PDI agencies.</u> (Performa attached as Appendix- 'O')
15	<u>CVC Guidelines:</u> The Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender (CVC - Guidelines issued vide Circular No. 03/01/12(12-02-6 CTE/SPL (1)-2/167030 dated 13 Jan 2012 refers). CVC guidelines should be followed meticulously and a certificate in this regard will be furnished by the bidder. (Performa attached as Appendix- 'P')
16	<u>ISO 9001:</u> The bidder or the OEM of the offered products must have ISO 9001 certification and same required to be submit.
17	<u>Lab Test Report:</u> Lab Test Report is required to be submitted by the tender along with the technical bid documents in a at least one of the last 2 years before the bid opening date duly inspected by NABL Accredited Labs/MHA captive agency for conformity of all the parameters as per bid requirement specification of the store.

18	Bidder should submit complete MSE/Udyam Certificate, GST Registration and Certificate of annual turnover with UDIN duly signed by CA along with bid documents.
19	<p>a) The tender may be cancelled at any stage at the discretion of Competent authority without reason as per clause 173 of GFR 2017.</p> <p>b) The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are found to be substandard, inferior and not meeting the QRs.</p> <p>c) 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.</p>
20	Bidders are advised to check applicable GST on their own quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (Whichever is lower) subject to the maximum of quoted GST%.
21	Registered Brand: The firm offered bid product on the GeM portal is required to be registered brand. In this regard, proof of document for registered Brand is required to submit with the bid documents failing which the offer shall be rejected at initial stage.
22	Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/Time period(s) specified in the Contract, the Purchaser will be entitled to deduct/recover the Liquidated Damages for the delay, (unless covered under Force Majeure conditions prescribed on GeM), @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10 % of the contract value without any controversy/dispute of any sort whatsoever.
23	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 unsupplied portion of the goods. Items without cancelling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery and if thought fit/necessary, to purchase the items at the risk and cost of the Supplier. The price differential in case of higher cost to purchaser, if any shall have to be borne by the defaulting supplier. Moreover, the defaulting supplier shall have no claim over the quantity, which they failed to supply. It is the discretion of BSF either to levy penalty clause 7/9 and accept delayed deliveries or proceed with the alternate procurement plan 7/9 invoking the risk purchase clause.

Force Majeure Clause: -

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

25 **Arbitration:** The latest General Terms and Conditions on GeM 4.0 (Version 1.7) clause No.16.2 (Arbitration) is as under-

In the event of any conflict/dispute arising out of or in connection with Contract placed through GeM which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved party may invoke Arbitration by sending a written notice to the other party. The procedure for appointment of the Arbitral Tribunal shall be as follows.

(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 Rupees one crore) only, the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party appointed arbitrators shall within 30(thirty) days from their nomination, appoint a third arbitrator i.e. the Presiding Arbitrator.

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

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

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

(vi) The award of the Arbitration shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principle place of business of the buyer department/organization is located.

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

ARBITRATION Clause as per GeM Terms and conditions.

Appendix - “

GeM Bid No _____

Dated _____

BID SECURING DELARATION CERTIFICATE
(On Firm's Letter head)

To

The Commandant
38, Bn BSF
Jaisalmer

Sir,

Tender/GeM. Bid No. _____ We. M/S _____ unde
r take that if we withdraw or modify our bid during the period of validity,
or we are awarded the contract and we fail or we are to sign the contract,
or to submit a performance security before the deadline defined in bids d
ocuments, we will be suspended for the period of 02 years from being elig
ible to submit bids for contract with procuring entity i.e. Border Security F
orce (BSF), Ministry of Home Affairs.

Yours Faithfully

(Signature of the Authoriz
ed Signatory of Bidder, wit

h Official seal)

Appendix

BID No _____

Dated _____

FORMAT OF UNDERTAKING FOR BLACKLISTED
(On Firm's Letter head)

To
The Commandant
38, Bn BSF
Jaisalmer

Sir,

01. We M/s _____ do hereby undertake that our firm has not been watch listed/blacklisted/suspended or banned by any Govt. department/public sector undertaking/ corporate organization.
02. We M/s _____ do hereby undertake that our firm has not undergone liquidation, court receivership or similar proceedings and also not been bankrupt on any account.

(Signature of the Authorized Signatory of Bidder, with Official seal)

BID No _____

Dated _____

FORMAT OF UNDERTAKING FOR BIDDER FINANCIAL STANDING
(On Firm's Letter head)

To
The Commandant
38, Bn BSF
Jaisalmer

Sir,

We M/s _____ (write name of the firm) declares that our firm is not under liquidation, court receivership or similar proceedings. The Company is also not bankrupt.

(Signature of the Authorized Signatory of Bidder, with Official seal)

UNDERTAKING FOR CARTEL FORMATION

(On Firm's Letter head)

For Bid No. GEM/2024/B/_____

Dated: 00-00-2024

—

We_____ Hereby, give an undertaking that as a Registered Vendor on the GeM Portal for manufactures for supply of _____ will not be a part of cartel with other vendors and will be quoting competitive rates in the instant GeM bid called by the Ftr HQ BSF (Spl Ops) Odisha at Bangalore.

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

Name of Proprietor :-

Complete Address :-

**Seal and Signature
(Authorised Signatory of the firm)**

Appendix-‘E’

UNDERTAKING FOR COMPLIANCE TO WARRANTY CLAUSE

(On Firm's Letter head)

—

For Bid No- GEM/2024/B/-----

Dated- 00-00-2024

To

The Commandant
38, Bn BSF
Jaisalmer

We M/s_____ having registered office at_____ under
take that the Warranty period of the supplied products shall be 01 Year from
the date of final acceptance of goods

Yours Truly

(Signature of the Authorized
Signatory of Bidder, with
Official seal)

APPENDIX

DECLARATION FOR SUCCESSFULLY SUPPLYING OF STORES

(To be given on Company Letter Head)

—

—

To

The Commandant
38, Bn BSF
Jaisalmer

Sub: DECLARATION FOR SUCCESSFULLY SUPPLYING OF STORES

GEM BID Reference No:_____ Dated_____

Name of Item: _____

Dear Sir,

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX

NON- SUBMISSION OF FAKE DOCUMENTS DECLARATION

(To be given on Company Letter Head)

-

-

To

The Commandant
38, Bn BSF
Jaisalmer

Sub: DECLARATION FOR SUCESSFULLY SUPPLYING OF STORES

GEM BID Reference No: _____ Dated _____

Name of Item: _____

Dear Sir,

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX

TO WHOM IT MAY CONCERN

UNDERTAKING FOR OEM Certificate.

Bid No. GEM/2024/B/-----

Dated: 00-0

0-2024.

Dear Sir,

We, M/S----- hereby declare that we are the OEM of the product..

Yours faithfully

Authorized Signatory (Signature of the Bidder, with Official seal)

APPENDIX

Dedicated Telephone No. for Service Support

Bid No. GEM/2024/B/----- Dated: 00-00-2024.

Our Dedicated/toll free Telephone No. for service support is: -----

-

Yours faithfully

Authorized Signatory (Signature of the Bidder, with Official seal)

Appendix-'K'

ACCEPTANCE OF TERMS & CONDITIONS OF BID

(On Firms Letter head)

Bid No. GEM/2024/B/_____

Dated: 00-00-2024

Dear Sir,

1. I/We have downloaded/obtained the GeM bid documents(s) for the above mentioned 'Bid' from the web site(s) namely; GeM portal on date.....

2. I/We hereby certify that I/We have read the entire terms and conditions of the bid documents (including all documents like Specification, Bid Details(s), Buyer Added Bid Specific Terms and Conditions (s), Buyer Added Bid Specific ATC, Buyer uploaded ATC documents, Quality Assurance Plan document and etc.) and I/We shall abide hereby the terms/conditions/clauses 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 specifications/requirement 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 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.

Yours faithfully
Authorized Signatory (Signature of the Bidder, with Official seal)

Appendix-'L'

Bid No _____

Dated __/__/__

LOCAL CONTENT CERTIFICATE

(On Firm's Letter Head)

CERTIFICATE INDICATION PERCENTAGE OF LOCAL CONTENT REQUIREMENT FOR CLASS -I LOCAL SUPPLIER AND CLASS - II LOCAL SUPPLIER

S.NO	DETAILS	
------	---------	--

I.	Type of supplier (Class-I local supplier or class-II local supplier)	
II.	Percentage of local content	
III.	In case the bid value is more than Rs 10 Crore the declaration relation 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	
IV.	Locations (s) at which the local value addition (address of manufacture unit process)	
V.	Debarment of violation of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) order dated 04/06/2020	

Your Faithfully

(Signature of the Authorized Signatory of Bidder, with official seal)

APPENDIX-‘M’

Bid No _____

Dated __/__/__

(TO BE IN THE COMPANY LETTER HEAD)

Certificate regarding compliance of Ministry of Finance, Department of Expenditure, Public 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 the

bidder as per Public Procurement Division Order No.F.No.6/18/2019-PPD dated 23.07.2020 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 of Public Procurement Division Order No.F.No.6/18/2019-PPD dated 23.07.2020 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 tenderer :- _____

Name in block letter :- _____

Name of firm :- _____

Address :- _____

Appendix-‘N’

UNDERTAKING OF FALL CLAUSE
(On Firm’s Letter head)

Bid No _____

Dated __/__/__

To
The Commandant
38, Bn BSF
Jaisalmer

We, M/s _____ (name of the firm) under takes that we have not supplied/is not supplying the similar systems or subsystem at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and and if it is found at any stage that the similar system or sub-system was supplied by us to any other Ministry/Department of the Government of India at a lower price than that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by us the Buyer, if the contract has already been concluded.

We shall strive to accord the most favoured customer treatment to the buyer in respect of all matter pertaining to the present case.

Your Faithfully,
(Signature of the Authorized Signatory of Bidder, with official seal)

Appendix - "O"

UNDERTAKING FOR CVC CIRCULAR NO.03/01/12 DATED 13.01.2012
(On Firm's Letter head)

To
The Commandant
38, Bn BSF
Jaisalmer

Sir,

Tender/GeM.

Bid No. _____

We. M/S _____ under and accept the terms and conditions of the CVC Circular No. 03/01/12 dated 13.01.2012 and we are the Principal / OEM of the tendered store and will be participating in the tender enquiry and we have not authorized any agent / distributor to quote on behalf of our company

Yours Faithfully

(Signature of the Authorized Signatory of Bidder, with Official seal)

Appendix - “

DECLARATION FOR INSPECTION AGENCY (PDI)
(On Firm's Letter head)

To
The Commandant
38, Bn BSF
Jaisalmer

Sir,

Tender/GeM. Bid No. _____

We. M/S _____ hereby declare that, I have understood that as per bid documents at columns “Inspection Required” it is mentioned “YES”. I understand that, inspection is required and I have read the conditions mentioned in Bid Specific Additional terms and conditions and agree to get the stores inspected before dispatch (PDI) for mentioned in Bid ATC . It is discretion of the buyer to associate their Board of Officers along with authorized inspection agency.

Yours Faithfully

(Signature of the Authorized Signatory of Bidder, with Official seal)

3. **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

4. **Buyer Added Bid Specific ATC**

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

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 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---