बिड संख्या/Bid Number: GEM/2026/B/8138388
दिनांक /Dated: 14-10-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 04-11-2026 12:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 05-11-2026 12:00:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 90 (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 | Stc Bsf Jodhpur |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal | HOD Email id :stcjdr@bsf.nic.in<br>Buyer Email id: birbal104@bsf.nic.in |
| कुल मात्रा/Total Quantity | 41 |
| वस्तु श्रेणी /Item Category | HALF INTENSE COMPRESSION TIGHTS , LIGHTWEIGHT CUSHION EVA RUNNING SPORTS SHOES |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | lightweight cushion EVA anti slip resistant breathable mesh running shoes |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Category not available on GeM for the text string uploaded by the buyer |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | • Light Weight Running Shoes (V3) (MHA) |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वित्तीय वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Financial Years) | 1 Lakh (s) |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service | 2 Year (s) |
| टर्नओवर पात्रता मानदंड/Turnover eligibility criteria | GeM verified turnover |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover | Yes \| Complete |

| बिड विवरण/Bid Details | |
|---|---|
| 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)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?** | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension** | 3 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended** | 3 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count** | 2 |
| 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 |
| प्राथमिक उत्पाद श्रेणी/**Primary product category** | LIGHTWEIGHT CUSHION EVA RUNNING SPORTS SHOES |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation** | 2 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)** | Yes |
| **Inspection to be carried out by Buyers own empanelled agency** | Yes |
| **Type Of Inspection** | Pre Dispatch |
| **Name of the Empanelled Inspection Agency/ Authority** | Board of Officers |
| मूल्यांकन पद्धति/**Evaluation Method** | Total value wise evaluation |
| मध्यस्थता खंड/**Arbitration Clause** | No |
| सुलह खंड/**Mediation Clause** | No |

**ईएमडी विवरण/EMD Detail**

| | |
|---|---|
| आवश्यकता/Required | No |

**ईपीबीजी विवरण /ePBG Detail**

| | |
|---|---|
| आवश्यकता/Required | No |

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 |

**एमएसई खरीद वरीयता/MSE Purchase Preference**

| | |
|---|---|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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 financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover

shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
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. 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.
8. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.
9. 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.
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

## HALF INTENSE COMPRESSION TIGHTS ( 21 pieces )

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

| | |
|---|---|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | Download |

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---|---|---|---|---|
| 1 | Birbal Singh | 342026,INSPECTOR GENERAL STC BSF JODHPUR, BALSAMAND MANDORE ROAD JODHPUR | 21 | 15 |

## LIGHTWEIGHT CUSHION EVA RUNNING SPORTS SHOES ( 20 pairs )

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

| | |
|---|---|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | Download |

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---|---|---|---|---|
| 1 | Birbal Singh | 342026,INSPECTOR GENERAL STC BSF JODHPUR, BALSAMAND MANDORE ROAD JODHPUR | 20 | 15 |

## 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 (Increased quantity ÷ Original quantity) × 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**

   **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.

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Bidders are required to provide tender samples on NCNC (No cost No commitment) basis.

2. Samples of the item two days prior to the date of bid opening at STC BSF Jodhpur.

3. The Evaluation of the tender samples would be carried out by an BSF board of officers and the decision of the board of officers in terms of selection/rejection would be final and binding on the bidders.

4. Price bids of only those firms would be opened whose samples have been cleared by the BSF Board of of ficers.

5. BSF reserves the right to cancel the bid at any stage without assigning any reason.

6. Any delay in supply would attract penal action to include the LD @ 0.5% of the quantity to be supplied per day and any other penalty as deemed necessary by the purchase like evoking risk purchase clause, ac t on of debarring blacklisting the firm etc., and no additional time for making fresh supply would be permitt ed .

7. Bidder are advised to check the applicable GST on their own before quoting. Buyer will not take any res ponsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates with each ite ms (whichever is lower), subject to the maximum of quoted GST %.

8. Supplier shall ensure that the invoice is raised in the name of consignee with GSTIN consignee only with each items.

9. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the scre enshot for confirming payment of GST.

10. Bidders should submit a self- declaration that the bidder is not under watch listed/banned/suspended/ blacklisted by any govt department.

11. Bidders will have to submit “Acceptance to ATC” on its letter head specifying the Bid Number with dat e .

12. **Consideration of bidder/OEM turnover criteria. The minimum average annual financial turn over of the bidder/OEM of the offered product during the last 3 years ending on 31st March of the previous financial assessment year, 2023-2024, 2024-2025, and 2025-2026, will only be co nsidered.** In case the date of constitution/incorporation of the OEM is less than 3 years old, the average tu rnover in respect of completed financial assessment years after the date of constitution shall be taken into account for this criteria. If the firm does not update the turnover details on the GEM portal duly verified fro m ITR for the last three assess men t financial years, the offer shall be rejected.

13. Bid reserved for Make in India product. Bidders to upload certificate regarding percentage of local cont ent and the details of location at which the local value addition is made along with their bid as per **append ix-B.**

14. Conflict of interest. The bidder will submit their declaration in respect of conflict of interest as per **app endix-C** along with the bid document.

15. Undertaking certificate for cartel formation. Participating bidder is required to submit the undertaking certificate with the bid document regarding non-submission of bid through cartel formation as per **append i x-D.**

16. The bidder will submit an undertaking that their firm has never submitted any false/ fake/ adulterated or misleading documents in any government department in the last two years, and their documents have never been found fake/ false/adulterated or misleading by any government department in the last two yea rs. If the undertaking is found false/ manipulative/ or misleading the firm shall be blacklisted for two years f rom BSF as per **appendix-E .**

17 The bidder has to give an undertaking that firm has not defaulted in the supply of any contr act issued by any government department in the last two years in any consignment. If the undertaking is found false / manipulative/ or misleading the firm shall be blacklisted for two year s fr om BSF as per **appendix-F.**

18. Participating firm should submit a self-declaration that the bidder is not under watch list/ banned/ susp ended or blacklisted by any government department as per appendix-G. 16 / 19

19. Bidder’s financial standing: the bidder should not be under liquidation, court receiving or similar proce edings and should not be bankrupt. The bidder must upload an undertaking to this effect with the bid as p er **appendix-H.**

20. The firm/bidder is required to submitted PAN card, GST registration certificate, Proprietor Aadhar card, and ITR for assessment year 2025–2026 with the bid document.

21. Disclaimer and right of procuring entity. The issue of the bid document does not imply that the procurin g entity is bound to accept any bid and reserves the right without assigning any reason to: A. Reject any o r all bids or 8 / 11 B. Cancel the tender process or C. Abandon the procurement of goods or D. Issue anothe r tender of identical or similar goods E. reserve the right to Accept or reject bids with any or all deviations

22. Participating firms should also submit a certificate on their letterhead along with the bid document stat ing that the firm has accepted all terms and conditions mentioned in the instant bid as per **appendix-I.**

23. Land border sharing certificate regarding compliance of Ministry of Finance (DOE) (PPD) OM dated 23 j uly 2020 as per appendix J.

24. Liquidated damages: in case a firm does not complete the supply within the agreed delivery periods pe r contract, action will be taken against the firm as per clauses 9.3.8, 9.3.9, and 9…10 of the Manual for pro curement of Goods (second edition, 2024).

25. Risk purchase clause. In the event of failure of the supplier to deliver or dispatch stores or provide requ ired services within the stipulated period, or breach of any terms and conditions, the purchaser will have th e right to procure the subject store elsewhere at the risk and cost of the defaulting supplier after giving not ice. The cost incurred may be recovered from pending bills with the purchaser or any other govern me n t department/ministry. The purchaser is not bound to accept the lowest offer in case of repurchase at risk a nd cost of the contractor.

26. Right to rejection. Stores will be accepted after inspection only if they are found to be in accordance wi th the standard specifications. The decision of the BSF shall be final as to the quantity of stores and shall b e binding upon the tenderer. In case any of the articles supplied are not found as per specifications, the los ses caused shall be borne by the supplier. The supplier shall ensure that the articles supplied are of the be st quality and free from all defects. The rejected stores must be removed by the tenderer with the co n sig nee’s permission within 15 days from the date of intimation of rejection, at the risk and cost of the ten d er e r. The in-charge store concerned will take reasonable care of such material but in no case shall be res po ssible for any loss, shortage, or damage that may occur while the material remains in the premises of the c on signee.

27. Arbitration. The latest General Terms and Conditions of GEM 4.0 (Version 1.7) Clause 16.2 regarding ar bitration is as follows: In the event of any conflict or dispute arising out of or in connection with the contrac t placed through GEM which has not been resolved as per the procedure laid down in Clause 16.1, the a g grieved party may invoke arbitration by sending a written notice to the other party. The procedure for app ointment of the Arbitral Tribunal shall be as follows:

(a) In cases where the total value of the contract is less than INR 1 crore, the matter shall be referred to a sole arbitrator mutually appointed by both parties.

( b) Where the total value of the contract exceeds INR 1 crore, arbitration shall be conducted by a panel of three arbitrators. Each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint a third arbitrator (the presiding arbitrator) within 30 days.

(c) In case of failure to appoint the presiding arbitrator within 30 days, the aggrieved party may approach the High Court having jurisdiction over the principal place of business of the buyer department/organizatio n for appointment of the presiding arbitrator under the Arbitration and Conciliation Act, 1996 (as amended) .

( d) The arbitration proceedings shall be conducted in the English language and may also be conducted o nline as per the direction of the Arbitral Tribunal.

( e) The cost of arbitration shall be borne equally by both parties.

(f) The award of arbitration shall be final and binding on all parties to the contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended up to date. The seal of arbitration n sh all be the place where the principal place of business of the buyer department/organization is located.

(g) The contract shall be governed and interpreted in accordance with the laws of India. All disputes arisin

g  out of the contract shall be subject to the exclusive jurisdiction of courts within the local limits of the buyer's principal place of business.

28. Force Majeure conditions. If at any time during the continuance of the contract, performance in whole 1 7 / 19 or in part by either party is prevented or delayed by reason of war, calamity, act of public enemy, e pidemic, civil commotion, sabotage, fire, flood, explosion, quarantine restrictions, strike, lockout, or act of God , and notice of such event duly supported by evidence is given by one party to the other within 1 0 da ys of occurrence, neither party shall be entitled to terminate the contract or claim damages for such delay. Performance shall resume as soon as practicable after such event ceases. The decision of the buyer as to whet her deliveries have resumed shall be final and conclusive. If such event continues for more than 10 d ays, either party may terminate the contract at its option. Upon termination, the buyer may take over unu sed, damaged, or work-in-progress material at a cost to be fixed by the buyer, which shall be final.

29. Dispute resolution between buyer and seller/service provider. Clause No 16 of the General Terms and Conditions of GEM 4.0 (Version 1.21 dated 18 January 2025) shall be applicable.

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4. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---**