बिड संख्या/Bid Number: GEM/2026/B/8098797
दिनांक /Dated: 29-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	22-10-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-10-2026 12:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Garden Reach Ship Builders And Engineers Limited (grse)
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :nagar.rajat@grse.co.in Buyer Email id: gargary.tumpa@grse.co.in
कुल मात्रा/Total Quantity	3
वस्तु श्रेणी /Item Category	Dynamometer
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Dynamometer
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Hydraulic Hand Dynamometer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Hydraulic Hand Dynamometer
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए 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**	5
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
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	Yes
रिवर्स नीलामी योग्यता नियम/**RA Qualification Rule**	H1-Highest Priced Bid Elimination
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	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)**	No
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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 खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. **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.

2. 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

Dynamometer (3 pieces)

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	**********	**********Kolkata	3	30

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

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

NOTICE INVITING TENDER [NIT]

–

GEM Custom BID (Open Tender) with Reverse Auction (RA)

–

Item/Scope: Supply of 03 numbers Dynamometers (05 Ton each) for Dock Department / RTS

-

1. Tender must be submitted in **GeM Portal**, in two-part bid system. Mixing of bid or combined bid if submitted / found, will be rejected.

2. Bidders are required to be registered in the following facilities / portals as per directives of the Government of India -

   a. GeM (Government e-Marketplace) https://gem.gov.in

   b. TReDS (Trades Receivables e-Discounting System) www.invoicemart.com

   The bidders are to indicate the 'Unique Seller ID' allotted by GeM and the registration number allotted by TReDS in their bids.

   In the event of any bidder not registered in the above two or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

3. **ELIGIBLE CRITERIA:** Bidders to be submit the following **eligible criteria** against said tender, otherwise their offer will not consider for further processing: -

(a) Submission of the constitution and status of the firm.

(b) Registration with GOI/PWD/PSU/and reputed organization, if any.

(c) Bidder must be authorized dealer/reseller of the offered brand with valid authorization certificate.

(d) Submission of PAN together with copies of trade license, Xerox copy of GST registration.

(e) Name, address, telephone & Fax No. of the bankers and the contact person of the firm.

Note: Non-submission/non-compliance of documents (as per Clause 3 of NIT) will lead to straightaway rejection of offer

4. **PRICE DISCOVERY & PRICE BASIS: -**

a) Price shall be discovered through **ONLINE REVERSE AUCTION (R.A.) IN GeM. ONLY THE TECHNO-COMMERCIALLY ACCEPTED VENDORS SHALL BE ALLOWED TO PARTICIPATE IN THE ONLINE 'REVERSE AUCTION' EVENT. THE DATE & TIME OF R.A. SHALL BE INTIMATED TO ALL THE ELIGIBLE VENDORS BY THE SERVICE PROVIDER IN DUE COURSE.**

b) Start bid price which shall be promulgated prior to commencement of reverse action, which shall be on F.O.R. GRSE basis i.e. inclusive of basic price, packing & forwarding charge, freight and transit insurance.

c) **Prices should remain valid for 60 days from the date of Reverse Auction** and shall remain firm & fixed till complete execution of the order & shall not attract any escalation whatsoever.

5. **PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs) ORDER: -**

a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.

b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.

c) Tender is to be awarded on **totality basis (total value-wise L1 – RA basis)**, unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

6. **PRICE:**

Price shall be fixed and firm till full execution of order, and offer should be valid for **60 days** from the date of **R.A.** Freight & Insurance should be included in the quoted price as per delivery point as defined in the tender.

7. **L-1 DETERMINATION:**

L-1 determination will be totality-wise through RA.

8. **CONDITIONAL OFFER:**

No conditional offer and hard copy of offer will be accepted.

9. **DELIVERY SCHEDULE:**

All items to be supplied and commissioning to be completed **within 30 Days from the date of issuance of PO/LOA/GeM Contract**.

Ordered Materials must be supplied between **09-00 AM to 12-00 Noon** and **01-00 PM to 04-00 PM** only on full working days and between **09-00 AM to 11-00 AM** on half working days. Late supply will not generally be accepted. **Firm should send delivery intimation prior to 2 working days to GRSE for smooth unloading operation.**

10. **DELIVERY POINT:**

Items are to be delivered to Dock Dept, Rabindranath Tagore Shipyard-GRSE (43/46, Garden Reach Road, Kolkata 700024).

11. **TECHNICAL SPECIFICATION & SCOPE OF SUPPLY**: Supply and Installation as per SOTR (Enclosed).

12. **INSPECTION:** Receipt inspection will be done by Mgr(Dock) or his nominated officer of GRSE.

13. **PART ORDER:**

Part order /part supply for this tender **not** applicable.

14. **CERTIFICATES:**

Necessary Test Certificates ref. SOTR.

15. **TERMS OF PRICE:**

a) The rate quoted must be legible. Quoted Price must be **F.O.R. RTS-GRSE** (including freight & insurance), Kolkata. Price quoted should include for proper packing to withstand heavy / Sea / Inland Transit and tropical storage during transit clearing & to be kept firm till execution of order in full.

b) L1 Price will be determined on the basis of Delivered Cost at GRSE.

16. **GUARANTEE / WARRANTEE CERTIFICATES:**

Material supplied are to be guaranteed for free replacement against defective material / workmanship for a period of minimum **12 Months** from the date of acceptance of item by User. A Guarantee Certificate for a period of at least 01 year from the date of acceptance is to be submitted**.**

17. **TAXES & DUTIES:**

GST rate & HSN code and other Duties / Charges (if any) should be **clearly indicated in Techno-Commercial bid**.

18. **L.D. CLAUSE:**

In case of late delivery beyond the contractual delivery date, all orders are subject to LD @ ½ % per week or part thereof on undelivered portion of the order subject to a maximum of 10% of total value of the order for the delayed part.

19. **RISK PURCHASE:**

If successful tenderer fails to supply material within the stipulated delivery date, GRSE reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost.

20. **ORDER COMPLETION:**

Order once placed must be completed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.

21. **INDIVIDUALITY OF CONTRACT: -**

This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that you may have with GRSE.

22. **PAYMENT TERMS:**

100% payment through ECS / NEFT mode through OBPS within 30 days of submission of e-invoice supported with Gate Stamped Receipted Challan, GRN and certificate from DGM (Dock) / Authorized Rep of Dock Dept., RTS-GRSE after supply of item at GRSE.

23. **FALL CLAUSE:**

The BIDDER undertakes that it has not supplied/ is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

24. **SUBMISSION OF DOCUMENTS:**

For late submission of original despatch documents / wrong documentation, demurrage / wharfage charges if incurred, shall be recovered from the supplier.

25. **ACCEPTANCE:**

(a) It is **NOT** the binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right **NOT** to accept any of the tender or part of a tender without assigning any reason whatsoever.

(b) Splitting of tender Qty: **Not Applicable**.

26. **REJECTION:**

Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material) in case rejected items are not lifted back within 14 days from the date of rejection. Replacement against rejection is to be made by vendor Free of Cost **within 14 days** of Store's intimation.

27. **PATENT RIGHT:**

GRSE shall be completely absolved of any responsibility towards any infringement of Patent Right etc. i.e. a clear and quite possession of goods should take place with the passing of title on execution of the order.

28. **SECRECY CLAUSE:**

All information given to the supplier for the execution of the order is to be treated as SECRET/CONFIDENTIAL. The technical information, drawings, specification and other related documents forming part of this Enquiry / order are the property of Purchaser and shall not be used for any other purpose except for the execution of Order. Any information / drawing etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole / part or duplicated, modified, divulged and / or disclosed, to a third party not misused, used in any other form whatsoever without purchaser's prior consent in writing except to the extent required for the execution of this order. At the time of tendering the tenderer has to give an undertaking in favour of G.R.S.E. that in the event of any breach of the above provisions, he would make good of any loss / cost / damage / any other claim whatsoever preferred by anybody to G.R.S.E. in this respect.

29. **EXECUTION OF ORDER:**

Order once placed must be executed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.

30. **CANCELLATION OF ORDER:**

GRSE reserves the right to cancel the tender / **order** in part / full at any point of time without assigning any reason thereof and with no financial implication.

31. **FORCE MAJEURE CLAUSE:**

Standard Force Majeure Condition at the supplier's own works / establishment shall only be accepted. The failure of the sub-contractors of the suppliers shall not be accepted as a Force Majeure Condition. Vendor is to submit relevant proof / document well in time to buyer to inform F.M. condition .

32. **ARBITRATION:**

i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or differ

ence arises between the parties, upon or in relation to or in connection with or in any way touching or con cerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Ar bitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitra tion and Conciliation Act, 1996**.**

ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointmen t of a Sole Arbitrator by the Hon'ble Court.

iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arb itration and Conciliation Act, 1996 and the rules framed there under or any statutory modification o r re-enactment thereof for the time being in force.

iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrat or in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appoint ment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapa city or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an appl ication to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Ho n'ble Court may pass such orders as it deems fit and proper.

vi) Also in the event an Arbitration award is set aside by a competent court the parties my appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory pe riod then either of the parties may file an application before the Hon'ble High Court at Calcutta un der the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, s tamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitr ator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engin eers Ltd. located at 43/46, Garden Reach Road, Kolkata - 700 024.

viii) The language of the proceeding shall be in English.

33. **JURISDICTION:**

All disputes arising out of the contract if required to be referred to a court of law, the jurisdiction of the case would be under Kolkata Court irrespective of the location of the vendor.

34. **COMPLIANCE WITH LAWS:**

Vendor is warranted that all goods purchased against the enquiry shall conform to all applicable c ities, States and Central Laws, Ordinances and Regulations. Further, Vendor shall indemnify / defe nd / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

35. The Company shall not be liable under the Workmen's Compensation Act of 1923, in case any employee o r workmen of any Contractor receives injury while actually serving his employer in connection with the latt er's work inside the compound of GRSE Ltd.

Note: -Soft copy of all relevant documents e.g. Inspection Certificate, Guarantee Certificate and Pa cking List which may require for receipt & acceptance of material GRSE Store to be forwarded to c oncern dealing officer of Purchase dept. prior to despatch of material. Non-submission of above do cuments (hand & soft copy) will liable to delay in process for payment. Transaction fee of Rs.500.0 0 for first return & Rs.1,000.00 for subsequent return of bill with inappropriate documents will be c

harged.

36. **ADDITIONAL ORDERING**:

The purchaser reserves the right to placing repeat order 20-50% additional quantity on the total tendered quantity of each item during the project execution period (12 months from Last Receipted Date) with same terms and conditions.

For any clarification please contact –

Sl.	_	**Contact Details**
1	For any kind of technical specification related queries	Mr. Satish Kumar Chaturvedy Email: chaturvedy.satish@grse.co.in Mob: +91 8281357093
2.	For any kind of commercial related queries	Mr. Biswanath Mondal, SM(Purchase) Email: Mondal.Biswanath@grse.co.in Mob: +91 7278221950

IMPORTANT NOTE: -

_

1] TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER YOU MAY SEE THE STATUS ONLINE.

2] IN CASE OF NON-RECEIPT OF FILLED IN STACs ACCEPTANCE FORMAT MATRIX, IT WOULD BE PRESUMED THAT YOU HAVE ACCEPTED ALL OUR TERMS & CONDITION AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.

3] GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.

4] MATERIAL QTY IN PCS/NOS OR AS PER DEFINED UOM SHOULD BE REFLECTED IN THE DELIVERY INVOICE IN ADDITION TO BILLED QUANTITY IN TO.

5] AFTER COMPLETION OF REVERSE AUCTION, L-1 BIDDER WILL SUBMIT ITEM WISE EX-WORK PRICE AND F.O.R. GRSE PRICE BREAK UP IN DETAILS.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(Biswanath Mondal)

Sr.Manager (Purchase)

e-mail : Mondal.Biswanath@grse.co.in

.

2. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% 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.

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---