

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	08-10-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-10-2026 14:00:00
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	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम / Office Name	*****
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :mdl-nodal-gem@mazdock.com Buyer Email id: pmalavath@mazdock.com
कुल मात्रा / Total Quantity	2
वस्तु श्रेणी / Item Category	GMDSS Console for Y-16101. , Service of Engineer for installation for Yard 16101
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	GMDSS Console Service of Engineer for installation
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Fibre Optic Installation and Maintenance Tool Kit, Tool kit for Engineering Products - Ghaziabad - under ODOP Scheme of Govt. of Uttar Pradesh, Intubation Laryngoscopes for Anesthesia Procedures (V2), Pipe Fitting of Wrought Carbon Steel for Low- Temperature Service, Resuscitation crash cart console for hospitals (V2), Digital VHF Base / Mobile Transceiver Set as per MHA QR, Sluice Valve For Water Works Purposes (50 To 1200 Mm Size) (V2) As Per Is 14846
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Counter Communication System
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	GMDSS Console for Y-16101.
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 15 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
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100

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	100

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. 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 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. 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 100% (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.

3. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Blank Rate Sheet - [1790225973.xlsx](#)

GMDSS Console For Y-16101. (1 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	1	42

Service Of Engineer For Installation For Yard 16101 (1 Unit)

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

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100%	100%

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	1	56

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2. **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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

3. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

4. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

5. **Scope of Supply**

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

6. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NA

Post Receipt Inspection at consignee site before acceptance of stores:
MDL & CGRPT(MBI).

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **DESCRIPTION & SCOPE OF WORK:**

- (a) **MAIN EQUIPMENT/ITEM/SYSTEM** Manufacture and Supply of GMDSS Console for Training Ship of ICG as per TSP No.5008A, Rev-01 dtd.28.08.2026.
- (b) **ON BOARD SPARES (OBS):** Not applicable.
- (c) **DOCUMENTATION:** As per TSP.
- (a) **SERVICES OF ENGINEERS:**
- a. Technical assistance is to be provided as per the scope mentioned in TSP.
 - b. Price for Services of Engineers to be quoted on Lump sum basis. The quoted price should be inclusive of To & Fro travelling expenses, lodging and boarding and local conveyance for each activity as per TSP. Services will be availed at Dockyard Road(Mumbai)/Nhava Yard.
 - c. Please note that it is the sole responsibility of the vendor to complete the trials till SATs including commissioning within quoted prices of services of Engineers.
 - d. While deputing Service Engineers for attending on board activity against MDL's call, checklist/prerequisites for that activity to be forwarded three working days in advance, to enable MDL to keep the system ready for that activity. Timely availability of Service Engineers shall be ensured.
- (b) **TRAINING:** Not applicable.
- (c) **EXTENSION OF WARRANTY:** Not applicable.
- (d) **BASE & DEPOT (B&D) SPARES:** Not applicable.

Note:

a) Bidders shall quote for all line item in the tender, failing of which offer of the firm falls under rejection criteria.

2. **Pre-Qualification Criteria:** Not applicable.

3. **Earnest Money Deposit (EMD) / Bid Security:** Not applicable.

4. **VALIDITY PERIOD OF OFFER:**

Main Equipment, OBS, Services etc (Excluding B & D Spares)

Bid / Offer shall have the validity period of **180 days** from the tender closing date.

5. **SUBMISSION OF OFFER IN TWO BID SYSTEM:** Offer must be submitted in two parts as follows:

a) **Part I (Techno Commercial Bid):** The bidder shall ensure following are essentially included in the Part-I bid:

- (i) Pre-qualification documents.
- (ii) Valid MSME Udyam Certificate, MDL Registration Certificate & ISO Accreditation Certificate (If applicable).
- (iii) Taxes and duties certificate for which they are registered.
- (iv) Acceptance of Tender terms & General Condition of Contract (GCC).
- (v) Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.
- (vi) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes and FE content.
- (vii) Bank details for payment by RTGS/NEFT in the format enclosed.
- (viii) Bidder contact details as per attached annexure "Contact Details of the bidder."
- (ix) Undertaking for product support as per TSP.
- (x) "Certificate of conformity" as per TSP.
- (xi) TSP/TSP Compliance Matrix/Deviation form
- (xii) Weight control Data sheet.
- (xiii) Additional documents as applicable to this tender.

Note: Submission of offer to MDL: Supplier/Bidder/ Vendor to ensure that two sets of hard of "Technical offer" is sent to "HOS(D-L&Wn), Kind Attn: Ms. Neha Singh, M(D-I&Wn), Mazagon Dock Shipbuilders Limited, 2nd Floor, West Block, Dockyard Road, Mumbai - 400010" Tel. no. 022 23763017, 022 23763384.

b) **Part-II (Price Bid):**

- (i) Prices for each of the listed items has to be uploaded on GEM.

6. **BID REJECTION CRITERIA**

- (i) Failure to submit sufficient or complete details for evaluation of the bids within a week.
- (ii) Incomplete / misleading / ambiguous bids in the considered opinion of TN C /CNC.
- (iii) Bidders not quoting for all the line items in the tender.
- (iv) Bid with technical requirements and or terms not acceptable to MDL/Customers/External agency nominated as applicable.
- (v) Any deviation sought, which is not accepted to MDL.
- (vi) Bidders not submitting self-certification for local content.
- (vii) Bid received from non -local supplier i.e. Bidder who submit their quote with less than 20% local content.
- (viii) Any deviation w.r.t. of tender documents.

7. **DELIVERY PERIOD/COMPLETION SCHEDULE:**

- i) Main equipment & Documents: PO +06 Weeks
- ii) Services: PO +08 Weeks.

8. **Consignee/Delivery location:**

Mazagon Dock Shipbuilder Ltd,
Anik Chembur Electrical Store,
Kurla Mahul Road, Mumbai-400074.

9. **WARRANTY/GUARANTEE:**

(a) The equipment along with associated auxiliaries/components shall be guaranteed/warranted by equipment supplier for the stipulated performance for a period of 20 months from the date of delivery of equipment to MDL store or 12 months after planned delivery date of the ship by shipyard/MDL to the Indian Coast Guard, **whichever is later**. Planned delivery dates of ships is Dec 2026. Detailed Warranty clause refer cl no. 13 & 14 of TSP.

(b) The Supplier cannot absolve their responsibility for warranty of system even though it is inspected & approved by Coast Guard and MDL.

(c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.

(d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

10. **PERFORMANCE SECURITY (EPBG):** Not applicable.

11. **PRESERVATION:** As per TSP.

12. **TAXES & DUTIES:** To be included in the submitted quote, as per GEM & Govt. guidelines.

13. **INSPECTION:**

(a) Receipt inspection by MDL & CGRPT(MBI).

(b) The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

14. **Payment Terms:**

a) Main Equipment, OBS & Documentation:

(i) On receipt of Invoice, 100 % of Payment shall be made within 15 days from generation of Consignee Receipt & Acceptance Certificate (CRAC) of material, and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable.

b) Services/Training: 100% payment for all kinds of services like STW wherever included in the same order will be admissible for payment within 15 days from Generation of CRAC & submission of original Work Completion Certificate & SAP Service Sheet signed by CM or above of production/planning dept. and ink signed invoice.

Payment Mode & Requisite Documents for Payment:

(a) All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.

(b) Documents for Payments for Indian Bidders (Goods):

(i) Set of Original + 2 Copies of signed Invoice showing item prices as per the Contract / Order.

(ii) Bank Guarantee for Performance security as the case may be.

(c) Documents for Payments for Services:

(i) Set of Original + 2 Copies of signed Invoice showing activity wise prices as per the Contract / Order.

(ii) Work Done Certificate signed by CM or above of production/planning dept.

15. **Book Examination Clause:** Not applicable.

16. **Integrity Pact (IP):** Not applicable.

17. Reverse Auction:

a) MDL reserves the right to extend, reschedule, postpone, suspend/pause, resume and extend the Reverse Auction, or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

b) If the lowest price received during ERA is unreasonable or it is unacceptable on ground of being too high when compared with estimated price, MDL reserves the right to seek justification of the price from lowest bidder.

If the price is not considered reasonable, MDL may not accept such bid and can go for another tender process. MDL reserves the right to cancel the tender cum RA process.

18. **Contact Details for Queries:** In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

Design Dept.	Mr. Vinit S Wagh, DGM/HOS (D-CGP)	+91 22 2376 3017	vswagh@mazdock.com
	Ms Neha Singh, M(Design Dept.)	+91 22 2376 3379	nssingh@mazdock.com
Commercial Dept.	Mr. D S Chavan, DGM/HOS (C-CGP)	+91 22 2376 2782	dschavan@mazdock.com
	Mr. Prakash Manager (C-P 15B)	+91 22 2376 2768	pmalavath@mazdock.com

19. We look forward to receive your most competitive and reasonable offer against this tender.

8. 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 कार्यवाई 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---