

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-02-2026 17:30:00
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 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	*****
कुल मात्रा/Total Quantity	5
वस्तु श्रेणी /Item Category	BALL BEARING SLEWING RING 1 , BALL BEARING SLEWING RING 2 , BALL BEARING SLEWING RING 3 , BALL BEARING SLEWING RING 4 , BALL BEARING SLEWING RING 5
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Supply of Slewing Ring Ballbearing
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Polyethylene Pipes For The Supply Of Gaseous Fuels (V2) As Per Is 14885, Cleaning Duster (V3), NBR O - Ring for Self Closing Valves of LPG Cylinders, Rubber Seals Joint Rings for Water Supply, Drainage and Sewerage Pipelines as per IS 5382, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Package No 4 - Atal Tinkering Lab of Niti Aayog Power Supply and Accessories and Safety Equipment, File/Folder (V3), Sweeping Broom (V5), Non Sparking Double Ended Ring Spanner (V2), Gear Lubricants for enclosed Industrial Gear Drives (V2) Conforming to IS 8406
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Piston Ring Compressor (V2)
बीओक्यू शीर्षक /BOQ Title	Supply of Slewing Ring Ballbearing
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	5 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	11 Lakh (s)

बिड विवरण/Bid Details	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/ Years of Past Experience Required for same/similar service	3 Year (s)
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	Experience Criteria,Past Performance,Bidder Turnover,OEM Annual Turnover,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
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	1
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	1
विगत प्रदर्शन / Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ Primary product category	BALL BEARING SLEWING RING 1
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
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes

बिड विवरण/Bid Details

मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	23600

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

P2/2, Taratala Road

EPBG to be submitted as per the standard format to be collected from GRSE. No other format will be accepted. Vendor has to upload EPBG as per GRSE format on GeM portal to enable them to initiate the billing activities on GeM.

(Grse)

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	50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. 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.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. 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.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. 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.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

BALL BEARING SLEWING RING 1

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	*****	*****Kolkata	1	30

BALL BEARING SLEWING RING 2

(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

Specification Document	View File
BOQ Detail Document	View File

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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	*****	*****Kolkata	1	30

BALL BEARING SLEWING RING 3

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	*****	*****Kolkata	1	30

BALL BEARING SLEWING RING 4

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	*****	*****Kolkata	1	30

BALL BEARING SLEWING RING 5

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	*****	*****Kolkata	1	30

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

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

REQUIREMENT OF SOTR FOR SUPPLY OF SLEWING RING BALL BEARING.

1. Bids in Two Bid System (Part - I: Techno- Commercial Bid and Part -II: Price Bid) are invited for SOTR FOR SUPPLY OF SLEWING RING BALL BEARING as detailed below:

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Part - I: Techno - Commercial bid (it must contain only technical & commercial points against Annexure-A & B of the NIT and should not contain any price. If any price is indicated in Part - I, the offer will be treated as CANCELLED.

Part - II: Price bid (containing only price) As per Annexure C.

2. You will have to submit your bid in two part (Techno-Commercial as per Annexure - A & B of this NIT & price Bid as per Annexure-C) through **GeM Open tender** where all data sheet will be available for download through GeM portal. You are required to fill up the required field and upload the documents in GeM portal. Price bid need to be filled up in given price bid data sheet only (ANNEXURE -C). No other attachment regarding price will be allowed, if attached the offer will be treated as cancelled. You should mention your offer Ref. No. Date in ANNEXURE - A, B & C.

3. **Quoted price should be strictly inclusive of GST.**

4. Nature of Tender: **GeM Open tender**

5. Scope of work: As per enclosed Annexure- I.

6. General Commercial terms and conditions as per Annexure-II.

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7. Price shall be firm & fixed till full execution of order and F.O.R. GRSE Store at Kolkata basis.

8. NEW/UNREGISTERED Vendor should attach (Submit hard copy in case of large document) the following

details with their Techno- Commercial bid.

- i. Documentary evidence by the firm w.r.t previous experience of the subject work.
- ii. PAN No.
- iii. GST registration no., Trade License etc.
- iv. Solvency certificate from Banker.
- v. Annual Audited balance sheet & Profit loss statement of last 03 years.

Vendors registered with GRSE, need not submit the documents (ii) to (v) above.

- b. The bidder will particularly specify in their bid documents whether they have any arrangements for joint venture/consortium/partnership and the detailed documentary proof of evidence of such joint venture/consortium/partnership shall accompany the bid document for consideration thereof as a participant.

9. **Eligibility Criteria:**

- (a) The vendor should qualify in all criteria as per SOTR dated 08.10.2025 (uploaded). Any deviation will lead to disqualification.

(b) Vendor should attach (Submit hard copy in case of large document) the following details with their Techno- Commercial bid:

- (i) Documentary evidence by the firm w.r.t previous experience of the similar type of work in Govt. of India / Defence / GRSE/ Other public sector organizations.
- (ii) Details of Plant & covered shed area, Machineries, equipment's & executive / workman/ staff on roll of the company and other infrastructure / facilities etc. which may be audited by GRSE.
- (iii) PAN No.
- (iv) GST Registration No.
- (v) Solvency certificate from Banker.
- (vi) Audited annual accounts for last three years along with annual report.

Vendors registered with GRSE, need not submit the documents (ii) to (vi) above. However, they have to furnish evidence of timely execution of all contracts with GRSE within last three years for similar job.

(c) The bidder will particularly specify in their bid documents whether they have any arrangements for joint venture/consortium/partnership and the detailed documentary proof of evidence of such joint venture/ consortium/ partnership shall accompany the bid document for consideration thereof as a participant.

10. **Tender Fee:** Tender Fee will be 500/- (Five Hundred) (non- refundable). From Nationalized Bank through DD/PO in favor of: **Garden Reach Shipbuilders & Engineers Ltd."** payable at Kolkata. Vendor need to submit tender fees as detailed in prescribed format and send the DD/PO to Deck Machinery Department, GRSE Taratala Unit, Address to M(TU) before due date of submission. Non-submission of value of tender documents may lead to offer rejection. MSME / SSI Units registered under single point registration with NSIC will be exempted from Tender Fee Deposit on submission of valid NSIC single point

t registration certificate for particular product under tender.

11. **Micro & Small Enterprise** -

(i) For 20% value of a tender, purchase preference to the tune of 15% to be accorded to all participating MSEs in that particular tender subject to acceptance of lowest quoted price.

(ii) In case of multiple bidders falling under the above category, purchase preference to be accorded in equal proportion within a limit of quantity allocated for this purpose as above.

(iii) In case of such MSE is owned by SC/ST category entrepreneur, then that organization will be entitled for 4% out of 20% reserved for this purpose and of equal proportion of the 16%.

(iv) MSEs will also be entitled for following benefits:-'

(a) Tender documents will be issued free of cost.

(b) Payment of Earnest Money will be exempted.

12. Last date of submission of Bid/ date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if the requisite documents are not enclosed with the technical offer.

13. Date of opening of offer (Price Bid) will be notified in due course after conclusion of TN C/CNC meetings and acceptance of Techno- Commercial offer.

14. All the annexures to be properly filled and signed with stamp and to be submitted along with the Techno commercial bid. In case of non-receipt of filled in STACs acceptance for mat matrix, it would be presumed that you have accepted all our terms & conditions as per GRSE tenders until & unless deviation is specially mentioned in offer.

15. Queries if any on SOTR or others Terms may be got clarified from Deputy Manager (TU) prior to submission of offer.

16. GRSE reserves the right to accept/ reject any Tender/Order in full or in part without assigning any reason whatsoever.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

Nilip Kumar Biswal

Asst. Manager (DKMC)

M/s Garden Reach Shipbuilders & Engineers Ltd.

P-2/2 Taratala Road, Kolkata-700088.

Annexure- II

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GENERAL TERMS & CONDITIONS OF TENDER

1. **DELIVERY:** Within 01 month from the placement of P.O/L.O.I.

2. **New / Unregistered Vendors:** Bidders are to positively submit the following qualification criteria/document (where applicable) in Part "I" bid failing which their offer will not be considered for Tender evaluation: -
 - (a) The constitution and status of the firm.
 - (b) Submission of Sales Tax clearance certificate, PAN together with copies of trade license, Xerox copies of GST Registration as applicable.
 - (c) Banker's solvency Certificate and copy of audited Balance Sheets for last three years.
 - (d) Name, address, telephone & Fax No. of the bankers and the contact person of the firm. Details of Head of Organization and Head of concerned Department are also to be provided.
 - (e) OEMs or their authorized distributor / dealer or Vendors authorized by OEM can participate in this tender. A valid authorization certificate of OEM has to be enclosed with Part "I" of offer to qualify for participation by an authorized dealer / distributor or Vendors authorized by OEM.
 - (f) Bidders are required to be Digital Signature Certificate (DSC) compliant for submission of tender through E-PROCUREMENT mode. Further details in this regard are available on our website.

3. **PRICE:** - The Indian bidders are required to quote for delivery of goods up to GRSE Kolkata i.e. Delivery at Place (DAP as per INCO Terms 2010), GRSE Kolkata (Door Delivery). The bidder shall pay all taxes and duties.
 - (a) The bidders are required to declare HSN code and percentage of GST/IGST applicable in their Part-I bid.
 - (b) Quoted Price shall be firm and fixed till full execution of order. No price escalation is allowed at any stage. Quoted price must be inclusive of all charges.

- (c) The quoted Price for supply of goods shall be inclusive of all charges for proper packing (seaworthy/airworthy packing for foreign bidder), forwarding, preservation, transportation & Insurance from Contractor's premise to GRSE's premise.
- (d) Technical Assistance. Technical assistance/Service Engineers are to be provided as per SOTR/SoR. Price is to be quoted on a lump sum basis inclusive of all charges such as travelling, lodging and boarding, conveyance etc for complete package as per SOTR/SoR. The OEM/Supplier shall be responsible to complete all trials including Final Machinery Trials (where applicable) within the quoted price.

4. **Documents to be submitted by the vendor at various stages of execution / manufacturing:**

- a) Inspection Call.
- b) Delivery Challan.
- c) Inspection Reports of Items carried out at vendor's premises by authorized inspection agency with all correlated reports
- d) Guarantee/Warranty Certificate.
- e) Billing - Along with bill, vendor shall furnish following documents: -
 - (i) Gate stamped Delivery Challan duly received by store.
 - (ii) One copy of each of the Documents, as indicated (a) to (d) above.
 - (iii) Original Inspection report from IRS.
 - (iv) ICGRN for inspection by GRSE-TU, Store.

5. **Payment Terms:** 90% of Base Price with full taxes & duties within 30 days through ECS after submission of bill with accepted Inspection Note, SAP generated Inspection Report & balance 10% after expiry of guarantee period. Alternatively, you will have to accept Performance Bank Guarantee for 5% of order value valid upto Guarantee period for 100% payment.

OBPS Payment terms for Deliverables/ Goods Supply:

- i) Payment to be made as per payment terms of PO, through ECS/NEFT within 30 days against online submission of GST e-invoice through OBPS portal with Gate in entry report and acceptance of material i.e. ICGRN as appeared in OBPS portal.
- ii) In case SDBG is not submitted by the supplier, payment will be processed after deduction of equivalent amount and applicable interest @ SLR plus 2% p.a. for the delayed period of submission.
- iii) Balance 10% payment will be made through ECS/NEFT against online submission of claim invoice /claim letter through OBPS portal supported with receipt inspection certificate (ICGRN) as appeared in OBPS portal and Performance Bank Guarantee (PBG) as applicable in GRSE format having validity till expiry of the guarantee period else balance 10% will be release after expiry of guarantee period.

6. **Liquidated damage:** L.D. for delayed delivery will be imposed @ ½ % per week or part thereof for undelivered materials subject to maximum of 5% of undelivered portion of order.

7. **Risk purchase:** In case the progress of work is not found satisfactory and the contract or fails to maintain the delivery schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of contractor.
8. **Goods and Service Tax(GST):** Wherever payment is to be made in INR to Indian firms against order in INR, supplier/vendor must mention in their Part-I bid percentage of GST and other taxes and duties applicable against each line item of Price Bid. The following GST rules will be applicable.
- (i) GST as per GST Laws shall be payable extra as quoted and agreed.
 - (ii) In case of purchases of goods/ services from unregistered dealers
 - (iii) Under GST Laws, GST will be paid by GRSE under reverse charge mechanism.
 - (iv) Benefits from reduction in rate of tax / ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with "Anti- profiteering clause' under GST Law. Such declaration be given in technical bid. The calculation of the benefit in the reduction of price should be provided by the vendor.
 - (v) If the vendor is registered under GST, vendor shall mention the HSN code for goods & / or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and / or services is that of the vendor, GRSE shall not be responsible for any error in HSN code for goods and / or services specified by supplier/ contractor. Supplier / Contractor shall pay penalty and / or interest imposed on GRSE or any loss due to delay in availing ITC by GRSE or any loss of ITC to GRSE due to errors by vendors at any stage. GRSE reserves right to recover any such interest, penalty or loss from any amount due to Supplier / Contractor or otherwise.
 - (vi) If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and / or services. Vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
 - (vii) If the vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendor's invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE, GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE and a copy of the invoice should be given to the goods receiving section (GRSE).
 - (viii) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier / contractor with the requirement of GST along with satisfactory evidence.
 - (ix) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties.

(x) The Supplier/Seller must submit original tax invoice or debit note to GRSE(buyer) prior to the expiry of one year from the date of issue of tax invoice relating to such supply in order to avail Input Tax Credit by GRSE (Section 18(2) of CGST Act). Notwithstanding, the Supplier/Seller must submit original tax invoice or debit note for supply of goods or services or both, before the filing of the Return under Sec 39 of CGST Act for the month of September following the financial year to which such invoice/ debit note pertains. - Section 16(4) of CGST Act. In case of default by supplier, GRSE reserves the right not to reimburse GST amount of Invoice to supplier.

(xi) Break up of GST shall be indicated by the Seller while raising invoice / bill. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on invoice/bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST are charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

(xii) TDS @2% or as applicable shall be deducted on the payment made or credited to the supplier where the total value of supply (supply of Goods or services) under a contract exceed Rs.2,50,000/- excluding GST. However, no deduction shall be made if the location of the supplier and the place of supply is in a state or Union Territory, which is different from the state, or as the case may be Union Territory of the registration of recipient.

(xiii) Variation of Taxes and Duties: The taxes and duties shall be paid/reimbursed by GRSE at actual against documentary evidence if delivery of supply are made within contractual completion period. For any increase in Taxes and Duties due to imposition of new taxes and duties or change of rate of existing taxes and duties or abrogation of existing taxes and duties by Government of India after contractual completion period, increase amount of taxes and duties shall not be paid/reimbursed by GRSE if reason for delay are not attributable to GRSE. However, if there is decrease in taxes and duties due to decrease of rate of existing taxes and duties or abrogation of existing taxes and duties after contractual completion period, taxes and duties shall be paid at actual against documentary evidence.

9. **Order Acceptance:** In case of any discrepancies in drawings or P.O. vendor has to report the same in written within 07 days of receipt of P.O. otherwise it will be considered that they have accepted the P.O. unconditionally.

10. **Validity of offer:** Your offer should remain valid at least for a period of 180 days from the date of opening of techno-commercial bid.

11. **ABNORMALLY LOW QUOTES:**

- a) No Additional Security deposit to be charged from the bidders in case of Abnormally Low Bids for all the upcoming tenders. In such case the quoted price to be analyzed w.r.t the tender requirement and if the bidder fails to justify their quoted rate, the obtained L1 quote may be rejected and the next quote will be considered as L1 rate to avoid re-tendering.
- b) In case the price of L-1 bidder is found to quote unreasonably low /or express desires to withdraw from the tender then such bid will be cancelled and punitive action will be taken in line provision of Bid Security Declaration. However, in case the L1 bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price to be analyzed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected & next quote will be considered as L1.

12. **Calculation of L-1 Bidder:** L-1 Bidder will be determined in totality. Conditional & Incomplete offer will not be accepted.

13. When an order is issued to a Vendor/ Contractor for execution of a particular job, the Contractor shall not subcontract the job/a part of the job without approval from the employer and without intimation of the name and credentials of the said subcontractor.

14. **Inspection Authority:** IRS. Inspection charges shall be borne by GRSE for accepted material only. Inspection call shall be forwarded by the vendor well in advance before stipulated delivery period.

15. **Individuality of contract:** This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.

16. **Secrecy of information:** All drawings/documents are confidential in nature. The contractor should not copy any part of the drawing and return the drawings on completion of job/along with the offer.

17. **Vendor registration:** The bidders, if registered with the vendor registration cell of GRSE, have to indicate Supplier's SAP codes. Others, who are not registered vendor of GRSE, have to get registered, if selected.

18. **Force majeure:/ Arbitration:** GRSE's standard arbitration & Force Majeure Clauses are to be accepted by you.

19. Jurisdiction, Litigation, if any pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

20. As a general rule, price negotiation with L1 vendor(s) will not be entered into as far as possible unless warranted by unreasonable price quoted, in the opinion of GRSE.

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

22. **Guarantee/Warranty:** The items supplied shall be guaranteed / warranted for satisfactory performance for the period of 24 months. Whenever supply of material is made in more than one lot guarantee/warranty shall commence from the date of supply of last lot of material.

Firm cannot absolve your responsibilities for warranty of materials even though it is inspe

cted by & approved by the Inspection Authorities. During the Guarantee period, all defects arising out of improper design, defective material and faulty workmanship shall be rectified by repairing or replacing part or whole of the Equipment, as necessary, on free of charges basis by you. If defects are not remedied within a reasonable/stipulated time, GRSE may proceed to rectify the defects at the suppliers risk and cost, but without prejudice to GRSE's rights under the Contract.

23. **Warranty Extension:** If GRSE desires to extend the contractual guarantee period, then beyond standard guarantee period the extension charges shall be available @3 % per annum of total basic price of main equipment's & OBS without tax.

24. **Security Deposit & Performance Guarantee:** Security Deposit / Contract Performance Bank Guarantee of 5% & Performance Bank Guarantee of 5% of PO value are applicable for this tender. Vendor has to submit SD in form of BG within 15 days of receipt of P.O. otherwise interest will be levied as per prevalent rate. On completion of the order, you will have to submit the Equipment Performance Bank Guarantee from a reputed nationalized bank, for 5% of total order value valid for addition 4 weeks beyond the agreed of Guarantee period. Materials/Equipment/Spares to be supplied are guaranteed for free replacement/repairs, against defective design, material workmanship for a period of 24 months from the date of receipt of consignment at GRSE(TU) Store. GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of items stipulated in the order. SSI / MSME units registered under single point registration with NSIC will be exempted from the Security Deposit subjected to the monetary limit to which they are registered.

25. **Performance Bank Guarantee (PBG):**

- (a) Separate PBGs for 'Main Equipment & Tools' and 'OBS' (In GRSE format) for 5% of order value excluding taxes, duties shall be submitted along with the claim for balance payment of 5% during warranty period.
- (b) PBGs shall be kept valid till completion of respective warranty period plus one month. In case supply of items is delayed, PBG to be extended accordingly at the cost of the supplier. GRSE also reserve the right to encash the PBGs for non-compliance of contractual obligation.
- (c) In case of non-submission of PBG, GRSE shall release balance 10% payment after expiry of respective warranty period with no pending warranty liability.
- (d) The Performance Bank Guarantee in favour of Garden Reach Shipbuilders & Engineers Limited shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.
- (e) PBG may be submitted after completion of Delivery of Equipment during warranty period for 5% balance payment.

26. **Test/Guarantee Certificate:** Manufacturer's Test Certificate and catalogue of all items are to be submitted along with the material. In case Test Certificate is not made available at the time of dispatch a Guarantee Certificate from the manufacturer has to accompany the material confirming that the material/equipment has been manufactured strictly confirming to the specification mentioned in the order.

27. **Inspection:** All supplies will be subject to our inspection and approval in our Yard in

addition of Inspection Agency. The rejected materials if any will have to be removed within 10 days from the date of rejection at your expenses. Such rejected stores lie at the supplier's risk from the time of rejection, and if not removed within the specified date the purchaser has the right to dispose of the same. The purchaser shall also be entitled to recover ground rent on their rejected stores after the expiry of the specified date.

28. **Loading for Deviations in Tender Terms and Conditions.** As a matter of policy deviation to tender's Terms & Conditions shall not be allowed. However, in extreme emergent cases, certain deviations to Terms and Conditions may be allowed with loading on price as per GRSE policy. The total loading on price due to deviations shall be intimated to the bidder.

29. **Specific Instruction and Acceptance Matrix.** The bidder/supplier will have to accept / respond to all the points in the Terms & Conditions and NIT. Bidders are required to submit 'Acceptance Matrix' as per attached formats. It may be noted that for any deviation to the above points, GRSE reserves the right to reject your offer as non-responsive.

30. **Right of Invocation of Bank Guarantee:** GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure/delay in supply breakage any sorts of operational complication of ordered materials/breach of any terms of this contract.

31. **Purchaser's property:** All property (such as materials, drawings, documents etc. issued by GRSE or any other individual or firm on behalf of GRSE in connection with the contract shall remain confidential, being the property of GRSE and you shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse GRSE the full amount of loss and damage. On completion of work in compartment of ship you must ensure that the place is left in responsibly clean state and all scrap is transferred to nearby scrap-bins.

32. **Preservation:** A detailed procedure for long and short term preservation of the equipment and periodicity of preservation along with special preservatives, if required, prior to installation of the equipment shall be furnished by you. The detailed procedure for de-preservation prior to commissioning shall also be furnished.

33. **Post-sale Product support:** Vendor will continue to support the equipment supplied, by making available spares parts and assemblies of equipment for a minimum period of 25 Years from the date of commissioning of the ship.

34. **Indemnification:** The vendor & their employees, licenses, agents or Sub- Supplies/ sub- contractor, while on site of the GRSE for the purpose of this contract, indemnifies GRSE against direct damage and /or injury to the property and /or the person of GRSE or that of GRSE employees, agents, sub-contractors/ suppliers occurring and to the extent of negligence caused by you, your employees, licenses, agents or sub-contractor by making good such damages to the property, or compensating personal injury and total liability for such damages or injury shall be as mutually discussed and agreed to.

35. **Banned of De-Listed contractor:** The vendor shall give a declaration that you are not been banned or de- listed by any government or quasi Govt. agencies or PSUs, it you h ave been banned or de-listed by any government or quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be cause for disqualifying vendor.

36. **Rejection:** Rejection of materials and also the late delivery will affect further busin ess with GRSE.

37. **Cancellation of Order:** GRSE reserves the right to cancel any order if placed in pa rt/full without assigning any reason and with no financial implication.

38. **Arbitration:** In If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to o r in connection with or in any way touching or concerning this order, the same shall be settl ed/adjudicated through Arbitration to be conducted be a Sole Arbitration, to be appointed b y the parties on mutual consent, in accordance with the provisions of Arbitration and Concil iation Act, 1996.

- i. In the event the parties fail to mutually appoint a Sole Arbitration within 30 days from the r eceipt of a request by one party from the other, then either of the parties may approach th e Hon'ble high Court at Calcutta under the provisions of the Arbitration and Conciliation Act , 1996 for appointment of a Sole Arbitration by the Hon'ble Court.
- ii. Such Arbitration shall, in all respects, be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory m odification or re-enactment thereof for the time being in force.
- iii. The Award of Sole Arbitration shall be final, conclusive and binding upon the parties.
- iv. In the event of death or resignation or incapability or whatsoever of the said Sole Arbitrato r if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitration in place of the erstwhile Sole Arbitrator to continue with the proceedi ngs. In the event of appointment of the Sole Arbitrator by the Hon'ble high Court at Calcutt a on death or resignation or incapability or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application on the Hon'ble high Court at Calcutta fo r appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it d eems fit and proper.
- v. Also in the event an Arbitration award is set aside by a competent court the parties may ap point a Sole Arbitration mutually or on failing to appoint a Sole Arbitration mutually within t he statutory period then either of the parties may file an application before the Hon'ble hig h Court at Calcutta under the provision of Arbitration and Conciliation Act, 1996 for appoint ment a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitra tion & Conciliation Act.
- vi. The cost of the Arbitration, fees of the arbitrator, remuneration of the stenographer and Cl ark, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by t he Sole Arbitrator. the venue of Arbitration shall be at Kolkata and unless otherwise decide d by the parties or by the Sole Arbitrator himself, the venue shall be premises of Garden Re ach Ship Builders & Engineers Ltd. located at 43, Garden Reach Road, Kolkata 700 024.
- vii. The language of the proceeding shall be in English."

39. **Compliance with Laws:** Vendor is warranted that all goods purchased against the enquiry shall conform with all applicable. City, States and Central Laws, Ordinances and Regulations. Further vendor shall indemnify defend/relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

40. The company shall not be liable under the Workmen's Compensation Act of 1923, in case any employee or workmen of any Contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

41. All other terms and condition will be as per GRSE STACs. Wherever there are equivalent/ corresponding commercial terms in GRSE Standard Terms and Conditions (STACs), the T&C in these Special Commercial Terms and Conditions (SCTACs) shall prevail over the corresponding terms in STACs. However, bidders are to highlight the same in TNC/CNC and the same are to be recorded in relevant MoM.

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Note:

1. Techno-commercial bid will be opened on the due date and time.
2. In case of non-receipt of filled in NIT/SOTR/STAC acceptance format matrix, it would be presumed that you have accepted all our terms & conditions as per GRSE tender until & unless deviation is specially mentioned in offer.
3. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
4. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

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3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any

Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers 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.

[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---