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भारत सरकार
GOVERNMENT OF INDIA
मत्स्यपालन, पशुपालन और डेयरी मंत्रालय - मत्स्यपालन विभाग
MINISTRY OF FISHERIES, ANIMAL HUSBANDRY & DAIRYING - DEPT. OF FISHERIES
केन्द्रीय मत्स्य नौचालन एवं इंजीनियरी प्रशिक्षण संस्थान
CENTRAL INSTITUTE OF FISHERIES NAUTICAL AND ENGINEERING TRAINING
फाईन आर्ट्स एवन्यू, कोच्ची (केरल) | FINE ARTS AVENUE, KOCHI (KERALA) - 682016



F No: 2C02-01/2026 ST (E-18)

Dated: 04.05.2026

NOTICE INVITING TENDER

[GeM Bid ID: GEM/2026/B/7498767]

The Director, Central Institute of Fisheries Nautical and Engineering Training (CIFNET) invites proposals from reputed, resourceful and experienced shipyards/repair docks for entering into a contract for undertaking the Periodic Dry-docking Repairs and Maintenance for the Fishery Training Vessel MV Prashikshani belonging to CIFNET headquarters, Kochi, Kerala.

Tender Reference No.	CIFNET_HQ 2C02-01/2026ST_01
GeM Bid Number:	GEM/2026/B/7498767
Tender Inviting Authority	The Director Central Institute of Fisheries Nautical & Engineering Training, Fine Arts Avenue, Kochi, India.
Description of the Services	Periodic Dry-docking repair and maintenance services for the departmental fishery training vessel MV Prashikshani
Method of obtaining the Tender Documents	Tender document can be viewed and downloaded from Government e-Market Place (GeM)Portal http://gem.gov.in - GeM Bid Number: GEM/2026/B/7498767 The Tender Document can also be viewed on our Departmental Website www.cifnet.gov.in . Interested parties may visit these Websites and download the Tender Document free of cost.
Method of submission of Tenders	Only electronic online bid is to be submitted on the Government e-Market Place (GeM)Portal http://gem.gov.in Manual or offline bids shall not be accepted except for the original documents/instruments as mentioned in this tender.
Bid Security/ Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 20,00,000/- (Rupees Twenty Lakhs only) (for Domestic Tenders) either by Demand Draft / Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee from any scheduled/commercial Bank in favour of the Pay and Accounts Officer, M/o FAH&D, Kochi-16; payable, at Kochi, Kerala, India.
Opening of Bids	The on-line bids containing 'Technical Bid' will be opened on the End date as specified in the GeM Portal. The 'Price Bid/Financial Bid' will be opened later after notifying the date to those bidders whose technical bids have been qualified and accepted.

Critical dates of Bid

S.No	Particulars	Date	Time
1	Publish date and time	04.05.2026	16:00 hrs
2	Document Download - Start Date & Time	04.05.2026	16:00 hrs
3	Online Bid Submission - Start Date & Time	04.05.2026	16:00 hrs
4	Pre Bid Meeting/ Conference	15.05.2026	10:30 hrs
5	Online Bid Submission - End Date & Time	25.05.2026	16:00 hrs
6	Last date of submission of offline documents at CIFNET HQ, Kochi	25.05.2026	16:00 hrs
7	Bid Opening - Date & Time (for technical bid)	26.05.2026	11:00 hrs

Pre-bid Conference:

A Pre-bid conference will be held on the time, date, and place mentioned above. Participation in such a Pre-bid Conference is not mandatory. For more details Bidders may refer ITB Clause 5.4 in this regard.

Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- 1) reject any or all of the Bids, or
- 2) cancel the tender process; or
- 3) abandon the procurement of the Services; or
- 4) issue another tender for identical or similar Services

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation of Bids, and does not purport to contain all relevant details for submission of bids. For detailed technical specification, schedule of requirements, general and special conditions of the tender and other information Bidder is advised to refer the Tender document.


DIRECTOR

(Tender Inviting Authority)

Copy to:

1. Department of Fisheries, M/o FAH&D, GoI, New Delhi – for favour of kind information
2. Dy. Director, CIFNET Unit – Chennai/Vishakhapatnam, for information/vide publicity
3. Tender Evaluation Committee, for information
4. CSL-Kochi/HSL-Vizag/HDPEL-Kolkata/MDL-Mumbai/GSL-Goa, for participation
5. Skipper(i/c)/Chief Engineer (i/c), MV Prashikshani through OIC(Open) , for information
6. SI(Electronics), for publication in CIFNET Website
7. Hindi Section, through AD(OL) for Hindi Version
8. Notice Board

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-05-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-05-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Fisheries Animal Husbandry Dairying
विभाग का नाम/Department Name	Department Of Fisheries
संगठन का नाम/Organisation Name	Central Inst Of Fisheries Nauti And Engg Training
कार्यालय का नाम/Office Name	Cifnet
वस्तु श्रेणी /Item Category	Custom Bid for Services - Periodic Dry-docking repairs and maintenance services for Fishery vessel
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> • Repair and Overhauling Service
अनुबंध अवधि /Contract Period	3 Month(s) 3 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2000 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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
अनुमानित बिड मूल्य / Estimated Bid Value	53000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
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	2000000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	8

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी 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 :

Pay And Accounts Officer

PAO, Ministry of Fisheries Animal Husbandry Dairying, Foreshore Road, Kochi-16.

(Pay And Accounts Officer)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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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

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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

5. 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.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

Financial Breakup - [1777885709.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1777885792.pdf](#)

Instruction To Bidder:[1777885796.pdf](#)

Scope of Work:[1777885804.pdf](#)

Payment Terms:[1777885827.pdf](#)

GEM Availability Report (GAR):[1777885841.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1777885864.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
15-05-2026 10:00:00	CIFNET Head Quarters, Foreshore Road, Kochi, Ernakulam, Kerala 682016.

Custom Bid For Services - Periodic Dry-docking Repairs And Maintenance Services For Fishery Vessel (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Periodic Dry-docking repairs and maintenance services for Fishery vessel
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Nishanth Sukumaran	682016,Central Institute of Fisheries Nautical & Engineering Training (CIFNET) Fine Arts Avenue Kochi - 16	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1 BIDDER ELIGIBILITY AND QUALIFYING CRITERIA:

Subject to the provisions in the following clauses in this section, the invitation for this bid is open for all bidders who fulfill the eligibility criteria as below;

1.1.1 Bid Security - All Bidders shall furnish bid security as prescribed in the NIT or upload a bid securing declaration (as per Annexure-1) along with the technical bid. The bidder who submitted the requisite EMD/bid securing declaration shall be considered for evaluation of their bids.

1.1.2 Turnover - The bidder shall not be a loss-making entity. The annual turnover of the bidder should be minimum Rs. 100 Crores in the previous three year. The Audited balance sheet, for the last three years, certified by a Chartered Accountant with his Stamp, Signature and UD IN number or copy of the IT return for the last three years shall be enclosed to substantiate the financial credibility of the bidder.

1.1.3 Similar Experience - The bidder should have completed or substantially completed three similar works costing not less than 40 percent of the estimated cost of this tender or two similar works costing not less than 50 percent of the estimated cost of this tender or one similar works costing not less than 80 percent of the estimated cost of this tender during the last five years. Work Completion certificate in this regard may be submitted.

1.1.4 Expertise and Performance in the field of Dry Docking - A minimum experience of 07 (seven) years in the field of ship building, ship repairs and maintenance and should possess the approval of approved agency like DG Shipping/MMD/IRS/State Maritime Board etc.

1.1.5 Non Performing contracts and litigation status - Bidders shall furnish details regarding

g non- performance of contract, if any, in the last three years based on any fully settled disputes/ongoing disputes/litigation. Bidder shall also furnish financial implication due to non-performance/related litigations.

1.1.6 The bidder should not have been banned/de-listed/ black listed/ de-barred from business by any PSU / Govt. Department during last three (03) years on any grounds for the work under consideration in this bid document. Self-declaration in this regard is to be submitted as per enclosed Proforma.

1.1.7 Facility requirement - The bidder's shipyard should have own dry-docking facility for repair of ships, third party agreement or MoU will not be acceptable in this regard. The dry-docking/Ship repairing facility/process should be ISO certified. The proof for the same should be uploaded along with technical bid.

1.1.8 The reference date for considering the period for eligibility/qualification requirements above shall be the last day of the month previous to the one in which bids are invited.

1.1.9 Bidder should submit copy of Registration Certificate of Firm, GST registration and PAN Card.

Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the contract.

3. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

SCOPE OF CONTRACT

1 Scope of Services

1.1 Purpose and Outcome

It is expressly understood and agreed between the BUYER and the BIDDER that this tender is for the Periodic Dry-docking Repairs and Maintenance for the departmental fishery training vessel M.V Prashikshani belonging to CIFNET HQ, Kochi currently berthed at Kochi.

1.2 Scope of Work

1.2.1 The departmental fishery training vessel M.V Prashikshani belonging to CIFNET HQ, Kochi to be dry docked. General services to be provided.

Name of the Ship	:	MV Prashikshani
Type of Dry docking repair	:	Periodical Dry Docking repairs
Duration of Dry-docking	:	Maximum 90 days (30 in Days Dry dock + 60 Days in wet basin /afloat condition)

1.2.2 The particulars of the fishing vessel to be dry docked and the detailed schedule for requirements is given at Schedule-I (Particulars of the vessel) and Schedule-II (Detailed Repair List for Dry-docking repair & Maintenance Services for Fishery Training Vessel M.V Prashikshani

) of this Tender.

1.3 Deliverables and Outcomes

1.3.1 The vessel is to be dry-docked. The Detailed Repair List for deck-side and engine-side and the list of spares and paints to be supplied during the Dry-docking repair & Maintenance Services for Fishery Training Vessel M.V Prashikshani is as per Schedule-II of this Tender.

1.3.2 Docking plan of the vessel will be supplied to the BIDDER well in advance after finalizing the bid and accordingly BIDDER shall initiate action for fabricating the blocks and docking the vessel.

1.3.3 The services and works delivered by the bidder shall be treated as complete on satisfactory Sea Acceptance Trials and upon signing of delivery acceptance certificate/ Work completion certificate for the entire scope of work and services as covered in this chapter.

1.3.4 The BIDDER and the BUYER shall mutually agree on the quantum of incomplete and unsatisfactory work. Cost of such incomplete work shall be withheld, except where such incomplete work is not attributable to the BIDDER. Payment thus withheld will be made on completion of such incomplete work, which should in any case be completed within 30 days of repair completion.

1.3.5 If such work is incomplete beyond 30 days of repair completion, the same shall be undertaken by the buyer under the bidder's risk and cost. The BUYER reserves the right to levy LD as per Section-III, Clause 2.7 on such incomplete work.

1.3.6 The BIDDER shall be paid for completion of work specified in Schedule-II only on satisfactory completion of works and trials.

1.4 Timelines and Delivery Period

1.4.1 The bidder shall complete the entire scope of work as per the schedule of requirements as per clause 1.1 of Chapter-II within a period of 90 days from the date of Award of Contract.

1.5 Removal and Refitting of Items

1.5.1 In the event of the requirement to remove the existing light fittings, piping, trunking, valves, electrical cables, junction boxes, lagging, paneling, obstructions, protrusions, foundations, etc. falling in the way of repairs, temporarily to facilitate completion of scope of work, the BIDDER shall reinstall the same as per drawings, amendments thereto and to the satisfaction of the BUYER.

1.5.2 Electrical cables, on-board equipment and structures in way of repairs, if required, are to be covered adequately for protection against accidental mechanical/fire damage, by the BIDDER. Damages caused during the execution of the work by the BIDDER or his sub-contractors are to be made good by the BIDDER at his cost.

1.5.3 All pipe lines/ fittings which are not required to be taken out of the Ship are to be properly covered/ secured to ensure they are not damaged during the course of the repairs. Damages caused during the execution of the work by the BIDDER or his sub-contractors are to be made good by the BIDDER at his cost.

1.6 Change in Scope of Work/Growth of Work

1.6.1 Notwithstanding the scope of work specified, the BUYER shall have the right to modify the Scope of Work during the execution of the Contract. The necessity for repairs/ renewals/ replacements other than those presently included in the Scope of Work may arise during the inspection/survey/repair. All such works also consequential work (re-work) required to be done

by the BIDDER along with work arising out of items/drawings supplied by the BUYER shall be treated as scope of work. CIFNET will have right to delete jobs covered under scope of work from the repair package even after commencement of repair. The BIDDER will not have any objection on working of representatives of firms executing scope of work during the repair and will assist ship staff to arrange necessary security approvals.

1.6.2 Such changes in the scope of work and the cost and time implications thereof shall be mutually agreed upon on priority, in writing, before undertaking such changes in the scope of work. The resultant increase in cost as well as any extension in project duration will be intimated by the BIDDER and shall be agreed and accepted by the BUYER through mutual negotiations prior to undertaking such changes in scope of work. Format for promulgating of change in scope of work is placed at Annexure-II of this Contract.

1.6.3 In case promulgation of such change in Scope of work affects the initial scope of work as per clause 1.2, the cost and time implications due to such changes, shall also be taken into consideration by both the Parties, while promulgating the change in Scope of work.

1.7 Procurement of Material by the BIDDER

1.7.1 The buyer shall pay for any spares/materials procured by the bidder for the scope of work based on mutual agreement. The payment shall be made against the bill raised by the bidder on the basis of third party invoice indicating landed cost which includes cost of materials, freight, insurance, packing/forwarding, taxes, duties, clearing charges, etc. with applicable yard handling charges of the basic cost.

1.7.2 All material and items procured by the BIDDER for scope of work, except where specifically indicated that such items are BUYER supplied, are to conform to the relevant approved and applicable specifications.

1.7.3 Unused Material All Ferrous, Non-ferrous scrap and unserviceable equipment/machinery shall be the property of the BUYER. However ferrous, non-ferrous scrap and unserviceable equipment/machinery shall be taken by the BIDDER by deducting the cost of the scrap from the final bill with the concurrence of BUYER.

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 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.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---