

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	04-05-2026 15:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	04-05-2026 15:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	90 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Chemicals And Fertilizers
<b>विभाग का नाम/Department Name</b>	Department Of Fertilizers
<b>संगठन का नाम/Organisation Name</b>	Rashtriya Chemicals And Fertilizers Limited (rcf)
<b>कार्यालय का नाम/Office Name</b>	Trombay Unit
<b>कुल मात्रा/Total Quantity</b>	1
<b>वस्तु श्रेणी /Item Category</b>	300123158 Belt Conveyor Gearbox
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	300123158 Belt Conveyor Gearbox
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Conveyor Belt System, Adhesive Solution For Conveyor Belt-IS2561, Conveyor and Elevator Textile Belting (Fire Resistant Belting for Surface Application) (V2) conforming to IS 1891 (Part 5), Idler and Idler Sets for Belt Conveyor (V2) Conforming to IS 8598, Fire Resistant Conveyor Belting for Underground Mines Conforming to IS 3181, Weigh Belt Feeder, Steel Tubes for Idlers for Belt Conveyors as per IS 9295, Conveyor and Elevator Textile Belting (General Purpose Belting) as per IS 1891, Conveyor Belting Of Elastomeric And Steel Cord Construction-IS:15143, Steel Tubes for Idlers for Belt Conveyors (V2) as per IS 9295
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Helical Gear Box (V2)</li> <li>• Adhesive Solution For Conveyor Belt-IS2561</li> <li>• Conveyor Belt System</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No

<b>बिड विवरण/Bid Details</b>	
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC),Additional Doc 1 (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
<b>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?</b>	No
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	1
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	7
<b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>	1
<b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>	No
<b>बिड का प्रकार/Type of Bid</b>	Single Packet Bid
<b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>20</b> 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)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	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.

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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**एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE**

सक्षम प्राधिकारी का नाम/Name of Competent Authority	SANDEEP SONAVALE
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	AGM
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	PURCHASE
सीए अनुमोदन संख्या/CA Approval Number	G229260303
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	01-03-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	Since, indented items to be procured through proprietary basis. Hence, MSE Purchase preference shall not be applicable

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

**एमआईआई खरीद वरीयता/MII Purchase Preference**

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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**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.**

**300123158 Belt Conveyor Gearbox ( 1 pieces )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Rakesh Tidke	400074,CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI	1	84

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

1. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

3. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **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):

Not Applicable

Post Receipt Inspection at consignee site before acceptance of stores:

Yes, By RCF Officials at RCF Stores/Site

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

[NOTE: TERMS AND CONDITIONS MENTIONED IN THE ATC SHALL SUPERCEDE THE RESPECTIVE TERMS AND CONDITIONS OF GEM GTC]

In case of any queries regarding to this tender please contact

Mr. Jiwan Horo (Tel: +91 22 2552 2667), e-mail: jiwan.horo@rcfltd.com

or

Mr. Sandeep Sonavale (Tel: +91 22 2552 2439), e-mail: ssonavale@rcfltd.com

## IMPORTANT INSTRUCTIONS FOR BIDDERS:

1. This tender is issued for proprietary procurement of **Gear Box for Belt Conveyor System** on Proprietary basis from **M/s Premium Transmission or its authorized dealer**.
2. In case any other bidders participate, other than above **mentioned proprietary bidder or its authorized dealer**, the bid shall be considered as unsolicited and shall be outright rejected.
3. Other bidders interested in quoting in our FUTURE TENDERS for this item, may share details on following email id - [jiwan.horo@rcfltd.com](mailto:jiwan.horo@rcfltd.com) & [ssonavale@rcfltd.com](mailto:ssonavale@rcfltd.com)
4. PO for procurement of item is place through GeM portal only. Proprietary bidder has to necessarily accept the GeM PO issued by RCF, in Gem portal itself. The necessary transaction charges for acceptance of GeM PO, should be paid by the bidder directly to GeM.
5. Bidders shall ensure that all documents related to pre-qualification (technical or commercial) and documents mentioned in the check list below are submitted at the first instance itself along with the original bids. M/s. RCFL may summarily reject any bid not complying with this instruction. M/s. RCFL may not do any further correspondence to seek clarifications / shortfall documents.
6. Bidder shall ensure that the quoted price is inclusive of GST , packing forwarding, and freight charges on FOR RCF site delivery basis. Bidder shall be solely responsible for the price/s quoted by him and no communication in this regard shall be entertained after bid opening.
7. Submission of offer against this Enquiry will essentially mean acceptance of terms & conditions mentioned in the enquiry in TOTO, including all the attached Annexures of Buyer Added Bid Specific ATC document . Any deviation shall lead to outright rejection of the offer.
8. **Check list for Document submission:**

S.N.	List of Documents	Document Type	Applicable / Not applicable	Documents to be attached at following packets
1	Please submit duly filled, signed and stamped copy of <b>FORMAT - I - Vendor Update Form</b>	<b>Desirable</b>	<b>Applicable</b>	<b>Certificates (Requested in ATC)</b>
2	Please submit duly filled, signed and stamped copy of <b>FORMAT - II - Declaration of Local Content as per Make in India policy by Govt. Of India</b>	<b>Mandatory</b>	<b>Applicable</b>	<b>Certificates (Requested in ATC)</b>

3	Please submit duly filled, signed and stamped copy of <b>technical specifications (RCF Technical Catalogue)</b> attached in the buyer specification document in support of acceptance of all the technical specifications.	Mandatory	Applicable	Additional Doc 1
4	Please submit relevant documents against Technical Pre-qualification Criteria	Mandatory	Applicable	Additional Doc 2
5	Please submit relevant documents against Commercial Pre-qualification Criteria	Mandatory	Applicable	Additional Doc 2
6	Please submit duly filled, signed and stamped copy of 'Integrity Pact' attached in the ATC Buyer organization specific Integrity pact.	Mandatory	Applicable	Additional Doc 3
7	Please submit EMD submission acknowledgement receipt or valid document for EMD exemption as per GEM-GTC	Mandatory	Applicable	Additional Doc 4
8	Please submit MSE UDYAM registration certificate - Benefits to Micro and Small Enterprises if bidder is manufacturer of the offered product.	Mandatory if MSE reserved item	Applicable if bidder is MSE manufacturer	Certificates (Requested in ATC)
9	Please submit duly filled, signed and stamped copy of FORMAT - V - Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing	Mandatory	Applicable	Certificates (Requested in ATC)
10	Please submit duly filled, signed and stamped copy of FORMAT - VI - Undertaking about Common Directors/Partners/ Interest in Other Associated Units/ Companies	Mandatory	Applicable	Certificates (Requested in ATC)

9. Part payment is not applicable. Supplier shall submit single invoice after delivery of complete material at consignee location.

10. **Defect Liability Clause (Guarantee):** Supplier will provide Guarantee certificate along with the supply of material for a period of 18 months from the date of supply or 12 months from the date of Installation, whichever is earlier.

11. Unloading of material at consignee location shall be in supplier's scope - **Mandatory**

12. **Bidder shall confirm HSN Code and GST Rate for quoted item.**

Note: Bidder shall ensure that the quoted price is inclusive of GST

### 13. Disputes and Arbitration Clause

#### A. Clause of arbitration in case of Domestic vendor

In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration. Both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time shall apply to the proceedings conducted under the arbitration. In case the party (parties) fail to appoint the sole arbitrator within 30 days from the date of request, the requesting party may approach the Court of Competent jurisdiction to appoint an Arbitrator.

The decision of such arbitrator shall be final and binding on the parties. The venue of Arbitration shall be at Mumbai. The language of the Arbitration shall be English.

#### B. Clause of arbitration in case of foreign vendor

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of Sole arbitrator. The language of the arbitration shall be English.

#### C. Clause of arbitration in case of PSU/Govt vendor

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either

party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".

### 14. Original Documents to be submitted along with supply of material.

- a) Tax Invoice
- b) Delivery Challan
- c) Material Test Certificate
- d) Interchangeability Certificate
- e) Guarantee Certificate
- f) Any other relevant document as mentioned in Technical specifications/ATC.

### 15. "As per notification ref D.O. No. DPE-7(4)/2007-Fin dt. 20.01.2020 all MSEs have to mandatorily onboard o

n TReDS platform. Therefore if you are not onboarded yet, please onboard on TReDS by availing services of any of the following service providers:

### **I. Receivables Exchange of India (RXIL)**

Vendor can register with M1 Exchange by clicking link <https://onboarding.rxil.in/customerapp/home>

Vendors can call them on (022) 6903-3000 for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at [support@rxil.in](mailto:support@rxil.in); [info@rxil.in](mailto:info@rxil.in)

### **II. Invoice Mart**

Vendor can register with M1 Exchange by clicking link <https://www.invoicemart.com/TReDSCore/Home/login.aspx>

Contact Gauri Mahamulkar [Gauri.Mahamulkar@invoicemart.com](mailto:Gauri.Mahamulkar@invoicemart.com) or Phone No. (Mobile) +91 8369204066

Vendors can call them on (022) 6235-7373 for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at [helpdesk@invoicemart.com](mailto:helpdesk@invoicemart.com)

### **III. M1 Exchange**

Vendors can contact: Shaiwal Sinha [shaiwal.sinha@m1xchange.com](mailto:shaiwal.sinha@m1xchange.com);

Vendor can register with M1 Exchange by clicking link [M1xchange | Vendor Self Registration](#)

Vendors can call them on 1800-103-7261 for instant support between 9.00 AM to 6.00 PM (Monday to Friday excluding Holiday) or mail at [helpdesk@m1xchange.com](mailto:helpdesk@m1xchange.com)

#### **16. Adoption of ZED and LEAN certification schemes by MSME vendors WITH reference to the DPE's letter vide F. No. DPE/7/4/2007-Fin.(Pt.III) (FTS-13990) dated 10.03.2025**

- MSME Sustainable (ZED) Certification Scheme: This scheme encourages MSMEs to improve their processes and systems to enhance quality and move towards sustainability through minimizing environmental impact.

- MSME Competitive (Lean) Scheme: This scheme aims to enhance MSMEs' productivity, efficiency, and competitiveness by reducing wastages in processes, inventory management, space management, energy consumption, etc.

- Importance of ZED and LEAN Certification: The Ministry of Micro, Small & Medium Enterprises, Government of India, aims to promote the adoption of ZED and LEAN certification schemes among MSMEs to enhance their competitiveness, productivity, and sustainability.

For more information on the ZED and LEAN Certification Schemes, please visit:

ZED: <https://zed.msme.gov.in/>

Lean: <https://lean.msme.gov.in/>

#### **17. Early Payment Request and Interest Levy:**

Should the Seller / Service Provider / Contractor requests early payment prior to the stipulated payment terms outlined in the Contract, such early payment, if agreed upon by RCF, shall be subject to an interest rate of twelve percent (12%) per annum on the amount paid early. This interest shall be calculated from the date of early payment until the date the payment would have ordinarily fallen due as per the Contract. RCF shall deduct such interest from the payment due to the Seller.

r / Service Provider /Contractor.

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18. **For New Vendor Registration :**

In order to register the bidder as vendor in RCF ERP System and release of PO & Payment, bidder needs to submit the duly filled, signed and stamped copy of Vendor Form along with GST No, Bank Details, MSE Udyam Certificate.

In case of non-submission of above said documents, RCF shall register the bidder as vendor based on the details available on GeM Portal.

Bidder is solely responsible for the accuracy and completeness of information submitted and available on GeM Portal. RCF is not liable for any consequences arising from inaccuracies in this regard.

19. **Liquidated Damages (LD):**

Liquidated Damages (LD) shall be applicable as per GeM ATC.

**Note:** Both Seller and Purchaser agree that the above percentages of LD are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Seller and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay.

20. **Goods Receipt and Inspection Report :**

In case the supplier does not lift the rejected goods within the stipulated time, a ground rent (at 0.2% per day of the value of goods as per contract shall be applicable. If the supplier does not respond within a reasonable time (i.e. three months), the procuring entity may treat the material as scrap and dispose it off as deemed fit, under intimation to the supplier, to recover its dues.

21. **Grievances during Tendering Process :**

Any supplier, contractor, or consultant who claims to have suffered or is likely to suffer loss or injury due to a decision, action, or omission by RCF, may submit a review application to the following e-Mail ID :

GC-TROM-PUR@rcfltd.com

The review application against subject tender can only be submitted by bidder who have applied against tender.

22. **VIMS (Vendor Invoice Management System)**

A Vendor Invoice Management (VIM) system is secure online platform, designed to streamline the process of managing invoices from vendors. It ensures efficient invoice capture, approval, and payment processing within an organization. The system integrates with enterprise resource planning (ERP) platforms like SAP to centralize financial data and Government e Market place (GeM Portal). Invoices from vendors are uploaded with respect to purchase orders and goods receipts and services ordered and consumed. It also provides transparency, allowing for better tracking, auditing, and reporting.

Successful bidder is advised to upload complete set of Payment related documents as mentioned in GeM Bid at VIMS portal of RCF (<https://vims.rcfltd.com/>).

Bidders may refer Annexure – IV of Buyer ATC Document for Help Manual for VIMS.

## 7. 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 in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working**

**Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**