

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	25-05-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	25-05-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Uttar Pradesh
विभाग का नाम / Department Name	Energy Department Uttar Pradesh
संगठन का नाम / Organisation Name	Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited (uprvunl) Lucknow
कार्यालय का नाम / Office Name	Lucknow
कुल मात्रा / Total Quantity	92
वस्तु श्रेणी / Item Category	ASSY OF BASKET-DC, SH 0.80X850 DU, HOT & HOT INTER BASKETED HEATING ELEMENT, ASSLY , ASSY OF BASKET-E27.5, SH 0.80X850 DU, HOT & HOT INTER BASKETED HEATING ELEMENT, ASSLY
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ASSY OF BASKET-E27.5, SH 0.80X850 DU, HOT & HOT INTER BASKETED HEATING ELEMENT, ASSLY
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Hopper Heating Element as per IS 302, IS 4159
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	15 Lakh (s)
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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
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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	80 %
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	ASSY OF BASKET-DC, SH 0.80X850 DU, HOT & HOT INTER BASKETED HEATING ELEMENT, ASSLY
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 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
अनुमानित बिड मूल्य / Estimated Bid Value	3685520
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	33580

Schedule 2 ईएमडी राशि/EMD Amount (In INR)

39420

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 है। 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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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 :

SAO EPAD UPRVUNL
CFA&BO UPRVUNL HTPS KASIMPUR ALIGARH
(Sao Epad Uprvunl)

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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एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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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. 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.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / **Evaluation Method** (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	अनुमानित मूल्य / Estimated Value	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	1716260	Assy Of Basket-dc, Sh 0.80x850 Du, Hot & Hot Inter Basketed Heating Element, Assly	46
Schedule 2	1969260	Assy Of Basket-e27.5, Sh 0.80x850 Du, Hot & Hot Inter Basketed Heating Element, Assly	46

ASSY OF BASKET-DC, SH 0.80X850 DU, HOT & HOT INTER BASKETED HEATING ELEMENT, ASSLY (46 pieces)

तकनीकी विशिष्टियाँ /**Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	Summit Chaurasia	202125,Harduaganj Thermal Power Plant	46	60

ASSY OF BASKET-E27.5, SH 0.80X850 DU, HOT & HOT INTER BASKETED HEATING ELEMENT, ASSLY (46 pieces)

तकनीकी विशिष्टियाँ /**Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer
Specification Document

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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	Summit Chaurasia	202125,Harduaganj Thermal Power Plant	46	60

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

Bidder has to strictly follow all the terms and conditions mentioned below, otherwise his/her bid part-II may not be considered for opening.

STANDARD TERMS & CONDITIONS

1. Tenders must be submitted in two parts through GeM Portal.

Part-I: It should contain the Earnest Money in acceptable form and evidences regarding pre-qualifying conditions, general information, technical particulars, Commercial terms & conditions. Acceptance of our Standard Terms & Conditions, please mention the variation clearly (only minor), if any.

Note: The EMD (Rs. 73,000.00) against the tender shall be submitted by the firm directly through RTGS/NEFT in account of SAO, EPAD, UPRVUNL, Kasimpur, SBIA/c no. 11264105069, SBI bank, Kasimpur, IFSC code: SBIN0001364. EMD can also be submitted in shape of BG (if EMD is Rs 5000.00 or more) of only scheduled bank in favor SAO, EPAD, UPRVUNL, Kasimpur payable at SBI, Kasimpur. In case of submission of Bank Guarantee, bidder shall upload & submit copy of confirmation e-mail sent by Bank after issuing Bank Guarantee. The Bank Guarantee to be issued by the issuing Bank on Behalf of bidder/contractor/supplier in favor of S.A.O. EPAD, UPRVUNL, Kasimpur shall be in paper form as well as issued under the structured financial messaging system (SFMS). The details of beneficiary for issue of BG under SFMS platform is furnished below): SBIA/c no. 11264105069, SBI bank, Kasimpur, IFSC code: SBIN0001364. The details of EMD and Tender Cost submitted shall be furnished by the firm, duly filled and signed as per enclosed prescribed Performa (Annexure I) in Part-I. If any Tenderers have not submitted the Earnest money against the tender, then his Part-II (Price bid) shall not be opened accordingly.

PART-II: It will contain the price schedule only. All Prices, Charges, Taxes & Duties shall be mentioned in Bid only. No discount shall be accepted in Part-I. Firm shall mention the discounted rates in Bid only.

Note: Part-II shall be opened only of those bidders who will qualify the pre-qualifying conditions.

- 1. PRICE BASIS:** The offered the prices are FIRM & F.O.R. destination basis in Indian rupees per unit including of P&F, Freight, transit insurance & other taxes & duties.
- 2. TAXES:** The Firm shall specify GST applicable for all the items mentioned in above table & also submit price break-up during submission of offer.
- 3. HSN Codes:** Firm shall specify HSN Codes applicable for all the items mentioned in above table.
- 4. TERMS OF PAYMENT:** 100% payment through RTGS against Tax Invoice after receipt and inspection of material at Central Store, HTPS, Kasimpur subject to prior submission of **Security Deposit.**
Note: The Firm shall submit Proforma Invoice with proper bank details for setting the priority number in the priority list for payment purpose. However, same shall be proceeding only after submission of Security Deposit. Also, no other payment Term will be accepted in any case.
- 5. Inspection Charges:** To be borne by the supplier.
- 6. Inspection:** Inspection of materials shall be carried out at HTPS Stores by the representatives of HTPS/ Nigam. However, material may also be got tested at IIT, Kanpur / Sri Ram Test House, New Delhi, if required at Nigam's cost.
- 7. Security:** Against payment terms, for faithful execution of order, firm shall submit 02% amount of order value along with Proforma Invoice in the shape of BG/FDR/TDR of scheduled bank (BG in case the security money exceeds Rs-5000.00) valid for the 18 months in favour of SAO, EPAD, UPRVUNL, Kasimpur which will cover the security deposit. The security money may also be submitted directly through RTGS/NEFT in account of SAO, EPAD, UPRVUNL, Kasimpur, SBI A/c no. 11264105069, SBI Kasimpur, IFSC code: SBIN0001364. This amount will be released by EE, ESD DTSPS HTPS & EE, SD ETSPS HTPS, Kasimpur after satisfactory supply / checking of material at ESD DTSPS HTPS & SD ETSPS HTPS Kasimpur. Bank charges shall be borne by the firm. However, the EMD deposited by the firm may be adjusted towards the security deposit on request of supplier.
- 8. Performance Guaranty:** Firm shall submit the Performance Guaranty in the shape of BG/DAC/FDR/TDR of scheduled bank valid for 18 months equivalent to 5% amount of order value (as per GeM Portal) in lieu of the performance of the supplied material which shall be released after 12 months from the date of successful working / installation of the material or 18 months from the date of supply, whichever is earlier.
- 9. LD/Penalty:** For delay in supplies beyond the delivery period, a penalty @ ½ % per week subject to max. 10% of the cost of undelivered material shall be levied.
- 10. Guaranty:** Firm shall undertake the guaranty of the material supplied for their genuineness & originality on their letter head for the period of 12 months from the date of installation or 18 months from the date of supply of the material at the project. If any material found defective due to poor material or faulty design/workmanship, the same shall be replaced by the Firm free of cost.
- 11. Manufacturer's Test Certificates:** Firm shall provide the manufacturer's test certificate of the material at the time of inspection. The chemical composition of material may be got tested at IIT, Kanpur / Sri Ram Test House, New Delhi, if required at Nigam's cost. The results indicated in this report shall be final and binding on the supplier. However the sample of material for testing shall be drawn from the supplied material in presence of firm's representative and authorized representative of Nigam.
- 12. DELIVERY:** Delivery period should be minimum. Firm shall mention the delivery period asdays /Months from the 7th day of date of issue of purchase order.
- 13. Qty variation:** ±10% in qty of P.O. with the consent of purchaser
- 14. Validity of offer:** Firm shall offer the validity of the offer for a minimum period of 120 days from the actual date of opening of BID PART- II.
- 15.** Firm shall mention the **Make /Brand** of the quoted items in Part -I only.
- 16.** Tenderer/ bidder should be registered under GST and copy of their GST registration certificate shall

ould be **submitted/uploaded**.

17. Copy of PAN card of the firm/ company or proprietor as the case **must be uploaded**.

18. Copy of Latest Income Tax Return will be **submitted/ uploaded**.

19. Declaration regarding firm name, Firm's work and registered office address of the firm along with mobile number and e-mail address of the authorized person (who may be contacted in case any clarification is required) as per prescribed format in Annexure-V should be **submitted/uploaded** in the office of SE, MMC, HTPS, Kasimpur, Aligarh-202127 by the Tenderer/Bidder.

20. Where a bidder has not furnished complete information / documents which are required in part-I, part -II [price bid] cover may not be opened.

21. In case, due date of opening happens to be a holiday, the tender shall be opened on the next working day.

22. Intending bidders are advised to visit the plant before submitting their bid/offer, so that all their technical queries, if any, may be resolved.

23. Tenderer sending tender related documents by post/mail will do so solely at their own risk and responsibility. This office shall not be responsible for any delay in this regard, whatsoever.

24. The bidder shall clearly mention the quantity offered against the specified quantity of purchase. However the L-1 bidder shall be decided on the basis of item wise L-1 rates.

25. In case of a tie (same rate quoted by two or more bidder) in quotations for a particular item, the decision to accept/reject the rate for that item shall be reserved with Nigam.

26. If the Nigam Suffers any loss due to infringement of the conditions mentioned in the supply of order, the same will be recovered from any of the Firm's pending bills in Nigam and P.O. may be cancelled at any stage without any prior intimation to the firm.

27. In order to meet out any emergency of UPRVUNL, the successful bidder may be asked to supply part of the ordered material to any other Unit/project of UPRVUNL on same terms& conditions, which will be a binding on the firm.

28. Each and every paper of the tender bid submitted by the firm should be legible and should be signed with remark "**submitted by me**" by the authorized representative of the firm with stamp/seal of the company/firm. Documents not having such remark / attestation/ illegible may not be considered / accepted for evaluation.

29. Overwriting / use of whitener may reject the tender. Any cutting should be verified with full signature of the bidder. Should there be any variation between the rates indicated in figures and words, the rates quoted in words shall be considered. However, the decision to accept/reject such offer by Nigam shall be final and binding on the tenderer.

30. Conditional offer shall not be accepted. If any rebate or reduction in the rates, should be clearly mentioned. No conditional rebate/ discount shall be considered.

31. Nigam reserves the right to accept / reject any or all tenders in total / parts thereof and split the tender without assigning any reason thereof. This office may revise the quantity of material at any stage and it will be communicated to the firm.

32. The tenderer shall have "**NO**" right to issue addendum to tender documents to clarify, amend, supplement or delete any of the conditions, clause or items stated therein.

33. No contents / figures / any other entries should be blocked or deleted while submitting the photocopies of documents; otherwise, such documents shall not be considered / accepted for evaluation.

34. In case of disputes/grievances between suppliers/vendors and UPRVUNL, the disputes/grievances will be settled as per "**Dispute Resolution Mechanism**" policy of UPRVUNL.

35. Any bidder running blacklisted in UPRVUNL on the date of opening of part-I of Tender, is not eligible to participate in this Tender. If the same is found during finalization of tender process, then their offer shall be rejected.

36. If, at any stage during finalization of tender / execution of purchase order, any document, submitted by a bidder in his bid in support of Pre-Qualifying Conditions, is found to be forged / false, his bid is liable to be rejected , purchase order cancelled, EMD / Security deposit forfeited and any other departmental action as deemed fit be initiated. For this purpose the contractor shall have to produce original documents, if required, before opening of bid Part-II or afterward.

37. All commercial terms & conditions along with the technical specifications of the tendered material shall be clearly mentioned in bid part-I only. If there is any deviation in the technical specifications

/ commercial terms & conditions, the same should be clearly mentioned / described in part-I only otherwise it will be assumed that the tenderer is accepting all the UPRVUNL terms & conditions and tender specifications. However, UPRVUNL reserves the right to accept/reject any deviation offered by the firm and accordingly part-II will be accepted or rejected.

38. All other terms & conditions of FORM "B" of UPRVUNL shall also be applicable.

HTPS/UPRVUNL reserve the right to alter the quantity, split reject any or all the quotations without as signing any reason thereof.

Signature of Bidder:

Date:.....

Rubber Seal:.....

...

PRE -QUALIFYING CONDITIONS

<u>Sl. No.</u>	<u>Pre -Qualifying Conditions</u>
1	TENDER COST: Not applicable (as per GeM guidelines)
2	<p><u>EARNEST MONEY: Rs.73,000.00 (Rs. Seventy Three Thousand Only)</u></p> <p>Tenderer / Bidder shall have to deposit the requisite amount of Earnest Money in SAO, EPAD, UPRVUNL, Kasimpur, State Bank of India, Branch Kasimpur, Account No -11264105069, IFSC code- SBIN0001364 through RTGS/ NEFT/ BANK GUARANTEE only (BG can only be submitted if Earnest money amount is Rs 5000.00 or more).</p> <p>a) In case EMD is submitted through RTGS/NEFT, the bidder <u>must upload details filled in prescribed format in Annexure-I in Part-I(Technical bid)</u></p> <p>b) In case EMD is submitted in the form of Bank Guarantee, the bidder <u>must upload Bank Guarantee issued by commercial scheduled bank in prescribed format in Annexure-II.</u></p> <p>In case of submission of Bank Guarantee, bidder shall upload & submit copy of confirmation e-mail sent by Bank after issuing Bank Guarantee. The Bank Guarantee to be issued by the issuing Bank on Behalf of bidder/contractor/supplier in favor of Sr. AO, C.F.A. & B.O. HTPS Kasimpur shall be in paper form as well as issued under the structured financial messaging system (SFMS). The Details of beneficiary for issued of BG under SFMS platform is furnished below):-</p> <p>SAO, EPAD, UPRVUNL, Kasimpur, State Bank of India, Branch Kasimpur, Account No -11264105069, IFSC code- SBIN0001364</p> <p>Original copy of Bank Guarantee must be submitted in hard copy to SE, MMC, HTPS, Kasimpur, Aligarh-202127, failing which legal action <u>may</u> be taken against the firm and action for blacklisting may be initiated.</p>
3	<p>The bidder should be <u>"BHEL, BHEL ancillary, BHEL approved Vendor, NTPC approved Vendor & APH Manufacturers"</u></p> <p>In case of bidder being manufacturer / authorized dealer, copy of Documentary proof in the form of NSIC/SSI/DIC registration certificate/authorized Dealer certificate (with period of authorization) <u>must be uploaded</u>. Or Original copy of letter of authorization for participation in tender (in case firm is authorized to participate in this tender) on behalf of the firm must be uploaded. In case of experience supplier, firm shall submit relevant orders in support of experience along with relevant documents regarding source of supply of tendered material</p>

4	<p>Tenderer shall have adequate experience for the supply of tendered material / similar material. In this context, the bidder must upload the copy of past executed purchase orders for the supply of tendered/similar material to SEBs/UPRVUNL/NTPC/BHEL /PSU's/Govt. Sector body/IPP of following values. These purchase order should have been placed within last 07 (Seven) years <u>ending last day of month previous to the month of opening of Tender Part-I.</u></p> <p>(i) Three separate POs of 40% amount of the estimated cost of the tender.</p> <p>OR</p> <p>(ii) Two separate PO's of 50% amount of the estimated cost of the tender.</p> <p>OR</p> <p>(iii) Single PO of 80% amount of the estimated cost of the tender.</p> <p>In case tenderer is an Authorized Dealer, purchase orders(s) placed on them or on their principal may be considered.</p>
5	<p>Average annual financial turnover during the last 03 years ending 31st March of the previous financial year, should be at least 30% of the estimated cost of the tender. In support latest financial turnover certificates of last 3 financial years certified by Practicing registered C.A. (clearly mentioning the UDIN No.) on the basis of GSTR& ITR must be uploaded</p>
6	<p><u>Affidavit for validity of offer:</u> Notarised Affidavit on a non-judicial stamp paper of Rs 100.00 plus revenue stamp of Rs. 1.00 regarding validity of offer on prescribed format in Annexure-III must be uploaded.</p> <p>Original copy of Notarised affidavit on non-judicial stamp paper must be submitted in hard copy to SE, MMC, HTPS, Kasimpur, Aligarh-202127</p>
7	<p><u>GST Registration:</u> Copy of GST Registration certificate in form GST REG-06 must be uploaded</p> <p>Note: - GST shall be paid extra as applicable at time of delivery of material if required by the bidder. However, firm have to mention clearly that GST required extra (GST in percentage In Part-I <u>and GST amount in Rs in BOQ</u>), otherwise it will be considered that GST is inclusive in the offered rates.</p>
8	<p>PAN CARD: PAN Card of the firm/company or proprietor as the case must be uploaded.</p>
9	<p>Relation Certificate: Declaration on firm letter head as per prescribed format in Annexure-IV for No relative in UPRVUNL certificate must be uploaded.</p>
10	<p>Partnership/ Company: Copy of partnership deed, in case of tenderer is partnership firm. In case of limited company, copy of registration certificate issued by Registrar of companies must be uploaded</p>
11	<p>Authority letter: In case tender has been filled by person other than Proprietor/partner, original copy of authority letter mentioning Tender No must be uploaded & submitted in hard copy to the office of Superintending Engineer, MMC, HTPS, Kasimpur</p>
12	<p>Address Proof: The bidder shall furnish Name, works address, E-mail ID, registered office address of the firm along with mobile number and E-mail ID of the authorized person who may be contacted for clarification, if any, required during process of tender must be uploaded in prescribed Performa in Annexure-V.</p>
13	<p>Un Priced: The bidder must upload Un-priced BOQ as enclosed in Annexure-VI duly filled up and signed under seal along with the technical specification of the items offered by the firm.</p>
14	<p>Declaration for blacklisting: The Tenderer/bidder shall upload declaration for black listing (as per prescribed format of Annexure-X) on Non-Judicial Stamp paper of Rs. 10.00 duly Notarized must be uploaded.</p> <p>Original copy of the declaration for blacklisting on non-judicial stamp paper must be submitted in hard copy to SE, MMC, HTPS, Kasimpur, Aligarh- 202127</p>

(Tenderers are requested to duly fill below checklist and upload the same on GeM Portal along with PQ C related documents of Part-I)

Sl. No.	Name of Documents	PQC Clause No.	Annexure No.	Status (Bidder sh all clearly write whether documents uploaded / not uploaded)	Page Nos. (Bidder sh all clearly mark number on each uploaded page and specify these numbers here)
1	Tender Cost	1	Nil		
2	EMD A. In case submitted through RTGS- (Mention UTR No., Amount & Date in annexure I) OR B. In case of Bank Guarantee (BG)- Upload the Bank Guarantee and Upload the Confirmation Letter issued by Bank against above BG	2	Annexure-I (NEFT/RTGS) Annexure-II (BG)		
3	Documents regarding Manufacturer or Authorization Letter (in case bidder is authorized dealer)	3			
4	Purchase Order copy for experience as required in Tender	4	---		
5	Financial Turnover Document (with UDIN No.) as per Annexure VI	5	Annexure-VI		
6	Validity Agreement (i) On Notarized 100 Rs Non-Judicial Stamp (ii) Pasting 1 Rs. Revenue Ticket on above Stamp Paper	6	Annexure-II		
7	GST Registration Certificate	7	---		

8	PAN Card & Latest ITR	8	---		
9	No Relation Certificate on firms Letter Head (Duly Signed & Stamped) as per Annexure- IV	9	Annexure-IV		
10	Documents regarding Partnership/Company as per clause no. 10 of the PQC of the Tender	10	---		
11	Authority Letter as per Clause No. 11 of the PQC of the Tender	11			
12	Address Proof as per Annexure V	12	Annexure-V		
13	Unpriced Bid duly filled as per enclosed Annexure VII	13	Annexure-VII		
14	Interchangeability/Fitment/Compatibility Certificate declaration	14			
15	Declaration for Black listing	15	Annexure-X		
16	Upload the Commercial Terms and Conditions duly filled	---	---		
17	Any other document	---	---		

Note:-

(1) Above Pre Qualifying Conditions related documents are to be uploaded on the tender site before due date with Tender Part-I (Technical Part) bid.

(2) The requisite documents mentioned at Sl. No. 2 (i), 2 (ii) & 7 etc. must be submitted in **original Hard** copies to the office of SE, MMC, HTPS, Kasimpur, Aligarh-202127, **failing which legal action may be taken against the firm and action for blacklisting may be initiated.**

Signature of Bidder/Tenderer:.....

.....

Date:.....

Rubber Seal:.....

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ANNEXURE-I

The Tender Cost & EMD should be submitted through RTGS as below mentioned format.

1.	Tender no. fufonkla[;k	
2.	Details of UPRVUNL Bank Account m0iz0jk0fo0m0fu0fy0 dk [kk rkfooj.k	
	(I) Name of Bank cSad dk uke	State Bank of India
	(II) Branch Name "kk[kk	Kasimpur
	(III) Account No. [kkrkla[;k	11264105069
	(IV) IFSC Code vkbZ0,Q0,I0lh0 dksM	SBIN0001364
	(V) Name of Account Holder [kkrkxzkgd dk uke	SAO,EPAD,UPRVUNL, Kasimpur
3.	Name of Firm QeZ dk uke	
4.	Tender cost fufonkewY;	Rs. NIL
	(I) UTR No. or reference ;w0Vh0vkj0la[;k vFkoklUnH kZ	NA
	(II) Date of Deposit tekdjus dh frfFk	NA
5.	Earnest Money /kjksgjjkf" k	Rs.

	(I) UTR No. or reference ;w0Vh0vkj0la[;k vFkoklUnH kZ	
	(II) Date of Deposit tekdjus dh frfFk	
6.	Details of Firm Bank Account QeZ dk [kkrkfooj.k	
	(I) Name of Bank cSad dk uke	
	(II) Branch Name "kk[kk	
	(III) Account No. [kkrkla[;k	
	(IV) IFSC Code vkbZ0,Q0,I0lh0 dksM	
	(V) Name of Account Holder [kkrxzkgd dk uke	
	<p>Note: Kindly fill your bank account details properly so that the amount after realization of Earnest money should be credited.</p> <p>uksV% d`i;k vius [kkrk fooj.k Bhd izdkj ls Hkj srkfd /kjksgj jkf" k voeqD r djus ds mijkar vkids [kkrsesa tek fd;k tk ldsA</p>	

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ANNEXURE-II

FOR EARNEST MONEY

FORM OF BANK GUARANTEE BOND

1. This guarantee should be furnished by a State Bank of India and other Scheduled Commercial Bank (authorized by RBI) without deposit of securities up to prescribed limit, in the format as given below.
2. This bank guarantee should be furnished on Stamp Paper value Rs. 100/- or as per Stamp Act.
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

ntee.

- 4. The bank guarantee to be issued by the issuing Bank on behalf of Bidder/ Contractor/ Supplier in favor of Harduaganj Thermal Power Station (Uttar Pradesh Vidyut Utpadan Nigam Limited) shall be in paper from **as well as** issued under the Structures Financial Messaging System (SFMS). **The details of beneficiary for issue of BG under SFMS platform is furnished below:-**

SAO, EPAD, UPRVUNL, Kasimpur, State Bank of India, Branch-Kasimpur, Account No -11264 105069, IFSC code- SBIN0001364.

To,

The SAO, EPAD, UPRVUNL, Kasimpur
(For the Chairman & Managing Director of UPRVUNL)

Sir,

Whereas, Messer a company incorporated under the Indian Companies Act its registered office at / a firm registered under the Indian partnership Act and having its business office at / Sri.....son of..... residence of..... carrying on business under the firm's name and style of Messer..... at Srison of..... resident of..... at Sri..... son ofresident of..... at..... Sri..... son of..... resident of.....at..... partners carrying on business under the firm's name and style of Messrs.....atwhich unregistered partnership (here in after called "The bidder") has / have in response to your Tender Notice against specification number for.....offered to supply as contained in the Tenders letter no.

AND WHEREAS the Bidder is required to furnish you a Bank guarantee for the sum of Rs..... as earnest money against the bidders offer as aforesaid.

AND WHEREAS we (Name of the Bank) have at the request of the bidders agreed to give you the guarantee as here in after contained.

NOW, THEREFORE, in consideration of promises, We the undersigned here by covenant that the aforesaid tender of the bidders shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you &the bidder may subsequently agree and if the bidder shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof as aforesaid we hereby guarantee to you the payment of the sum of Rs. on demand, notwithstanding the existence of any dispute between the U. P. Rajya Vidyut Utpadan Nigam Limited and the bidder in this regard AND we here by further agree as follows :-

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the bidder in regard to be conditions contained in the said tender and thereby modify these conditions or add there to any further conditions as may be mutually agreed upon between you and the bidder.
- (b) That the guarantee herein before contained shall not be affected by any change in the constitution of our bank or in the constitution of the bidder.
- (c) That any account settled between you and the bidder shall be conclusive evidence against us o

f the amount due hereunder and shall not be questioned by us.

(d) That this guarantee commences from the date hereof and shall remain in force till the bidder if his tender is accepted by you, furnishes the security as required under the said specification and executes a formal agreement as therein provided or till four months after the period of validity or the extended period of validity as the case may be of the tender whichever is earlier.

(e) Notwithstanding anything contained above, the liability of the Guarantor hereunder is restricted to the said sum of Rs. and this guarantee shall expire on the date of 20 . Unless a claim under the guarantee is filed with the Guarantor within six months of such date, all claims shall lapse and the Guarantor shall be discharged from the guarantee.

(f) That the expressions "the bidder" and "the Bank" the U. P. Rajya Vidyut Utpadan Nigam Limited herein used shall, unless such interpretation is repugnant to the subject or context, include their respective successors and assigns.

Your's faithfully

Dated.....day of..... (Indicate the name of Bank)

ANNEXURE - III

PROFORMA FOR 'AFFIDAVIT' FOR VALIDITY OF OFFER'

(On a non-judicial stamp of Rs. 100/- plus Rs.1/- revenue stamp)

1.	Tender invited by	Superintending Engineer MC, Harduaganj Thermal Power Station, Kasimpur, Aligarh, U.P.	M
2.	GeM Tender Number		
3.	Name of Work / Material		
4.	Name of the Tenderer /Bidder (Name of the Firm)	M/s _____ _____ _____	

In consideration of U P Rajya Vidyut Utpadan Nigam Ltd., having treated the tenderer to be eligible person, whose tender may be considered, the tenderer hereby agrees to the condition that its offer shall remain firm & valid for **Four Months** w. e. f. the date of opening of Part-II of the tender bid. The tenderer also agrees to the condition that if the tenderer does withdraw his proposal within the said period of four months or during the period of execution / completion of supply, the Earnest money deposited by him, may be forfeited to the U P Rajya Vidyut Utpadan Nigam Ltd.

Date:

Place:

Seal & Signature

Name of Proprietor/Authorised Person _____

Name of Firm _____

Address of Firm _____

Witness with complete address:

- 1.
- 2.

ANNEXURE-IV
RELATION CERTIFICATE
(On Firm's Letter Head)

-

(A) None of the relative of the tenderers/ partners is working in UPRVUNL.

OR

(B) Following relative/relatives of the tenderer/ partners is/are working in UPRVUNL

Full Name:

Designation:

Complete Office Addresses:

-

Signature of Bidder/Tenderer:.....

.....

Date:.....

Rubber Seal:.....

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ANNEXURE-V

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ANNEXURE: VI

(To Be Issued by Practicing Chartered Accountant on Letter Head)

Date:...../...../.....

To,
Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited
Harduaganj Thermal Power Station
Kasimpur- Aligarh

Dear Sir,

Sub: Turnover Certificate for participation in Tenders issued by UPRV UNL.

This is to certify that M/s.(Agency Name & Address) are in the business of contracts execution for.....com pleted years (considered up to 31st March of last Financial year. Their turnover in execution of the Contracts in each financial year during the preceding 03 (t hree) years are as givenbelow:

Sl. No.	Year	Turnover (in Rupees)
1		
2		
3		

This is further certified that the above Turnover is in line with the Turnover declared by the Agency in their Income Tax Returns filed under Pan No.:.....

AND

Along with Turnover declared under Service/VAT or GST Returns submitted by the Agency under RC/GSTIN.....which are verified by us.

It is further certified that other income has not been considered while computing above turnover.

UDIN No.

Place:

Date:

Signature

Name of Partner/ Proprietor:.....

.....

Membership Slip No.:.....

.....

Firm Registration No.:

.....

.....OR.....

Balance sheet for the last three financial year must be certified by the Registered Auditor Letter Pad/Balance sheet duly certified with UDIN by Practicing C.A. for the last three years must be uploaded

ANNEXURE -VII

**TECHNICAL DETAILS [UNPRICED BID]
SCHEDULE OF QUANTITY**

[This sheet must be filled and submitted with Bid Part-I]

Sl.No.	Description of Material	HSN CODE	Unit	QTY	Quoted / Regretted	Offered Make/Brand	Technical Deviation if any

..... and having its registered office at
..... (hereinafter called "the Contractor") the contractor agreed to supply and/or execute the work to the Purchaser the
.....as provided in the said contract.

AND WHEREAS the payment terms under the said contract, provide that in order to take 100% payment of the contract value the Contractor shall furnish to the Purchaser a Bank Guarantee in the sum of 10% value of each consignment.

AND WHEREAS instead of furnishing separate guarantee as aforesaid the contractor wishes to furnish one guarantee in the sum 10% value of the contract valid for.....
.....and reckoned from the date.....

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. In consideration of the premises the Guarantor hereby undertake that the Contractor shall duly supply the aforesaid material of the correct quantity and strictly in accordance with the said contract failing which the Guarantor shall pay to the Purchaser on demand such amount or amounts as the Guarantor may be called upon to pay the maximum aggregate of Rs. being 10% of the contract value.
2. The Guarantor shall pay to the Purchaser on demand the sum under clause 1 above without demur and without requiring the purchaser to invoke any legal remedy that may be available to it to Compel the Guarantor to pay the same or to compel such performance by the contractor. Provided that where the Guarantor considers the demand of the purchaser unjustified, it shall never the less pay the same though under protest to the Purchaser and shall not withhold payment on the account.
3. THIS Guarantee shall come into force the date hereof and shall remain valid for..... calendar months from the date of theand/or workof the last consignment of goods dispatched completion which date of dispatch and/or according to contract is the day of If however, the period of the contract is for any reason extended there by intending the said date, and upon such extension, if the contractor fails to furnish fresh or renewed bank guarantee for the extended period, the Guarantor shall pay to the purchaser the said sum of Rs. of such lesser sum as the purchaser may demand.....of the last consignment of goods dispatched completion which date of dispatch and/ or according is the day of If however, the period of the contract is for any reason extended there by intending the said date, and upon such extension, if the period, the Guarantor shall pay to the purchaser the said sum of Rs. of such lesser sum as the purchaser may demand.
4. The Guarantee herein contained shall not be affected by any change in the constitution of the guarantor or of the Contractor.
5. Any account settled between the Contractor and the Purchaser shall be conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.
6. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys the payment where of is intended to be hereby secured or the giving of time by the purchaser for the payment there of secured or the giving of time by the purchaser for the payment there of shall in no way relieve the Guarantor of its liability under this deed.
7. The purchaser and the contractor will be at liberty to carry out any modifications in the said contract during the terms of the said contract and any extensions thereof, notice of which modifications to the Guarantor is hereby waived.
8. The expressions "the purchaser" and "the contract guarantor" shall unless thereby be anything repugnant to the subject or context include their respective successors and assigns.
9. Notwithstanding anything contained above, the liability of the Guarantor is restricted to the said sum of Rs.....and this guarantee shall expire on the Day of2022. Unless a claim under the guarantee is filed with the Guarantor within six months of such date, all claims shall lapse and the Guarantor shall be discharged for the guarantee.

IN WITNESS WHEREOF

For and on behalf of the Guarantor has signed this deed on the day and year first above written.

Witness:

1. Signed by
2. For and on behalf of the Guarantor
Approved by Board vide resolution No. 148(16)
File No. 14 (94)/1966

Annexure-IX

BANK GUARANTEE FORM FOR SECURITY DEPOSIT

SEB FORM NO. B-66

This Guarantee, made on the Day of corresponding to ShakSanvat by ...
..... (hereinafter called "the Bank") of the one part in FAVOUR OF S.A.O., EPA
D, HTPS, Kasimpur, Aligarh (hereinafter called "Nigam") of the other part.

Whereas under the contract about to be entered into between

M/s. (Hereinafter referred to by "the contractor") and the Nigam for the supply and or execute the works for supply of against specification ...
....., the contractor has agreed to supply and/ or execute of the Nigam as detailed in the contract on the terms and conditions contained therein.

AND WHEREAS in accordance with the terms and conditions of the said contract, the Contractor has to deposit a bank guarantee in lieu of cash deposit as aforesaid.

And Whereas the Nigam has agreed to accept a bank guarantee from the said Bank on conditions expressly that the Bank shall on demand from the Nigam without demurrage pay to the Nigam the aforesaid sum of or such lesser sum as the Nigam may demand and the amount so paid to the Nigam shall for all purposes serve as security deposit under the contract.

NOW THIS DEED WITNESS AS FOLLOWS

1. In consideration of the premises the Bank hereby undertake to pay to the Nigam on demand a sum not exceedingwithout demurrage and without requiring the Nigam to take any legal remedy that may be available to it to compel the Bank to pay the same or to compel such performance by the Contractor.
2. This guarantee shall come into force from the date hereof and shall remain valid till the maintenance period as defined in the contract if, however, the period of the contract is for any reason extended and if the Contractor fails to furnish a fresh or renewed guarantee for the extended period, the Bank shall, notwithstanding anything because hereof, pay to the Nigam the said sum of Rs. or such less sum as the Nigam may demand to serve as security under the contract.
3. The guarantee contained shall not be affected by change in the constitution of the Bank or the Contractor.
4. The Nigam and the contractor will be at liberty to carry on any modification to the said contract during the terms of the said contract and any extension thereof, notice of which modifications to the Bank is hereby waived.
5. The liability of Bank under the guarantee is restricted to Rs. The guarantee shall subject to theof clause 2 above remain in force till dated unless claim or demand under this guarantee is filed against the Bank within six months from the date. All the rights of the Nigam under this guarantee shall be forfeited and the Bank shall be released and discharged from all liability hereunder.

In witness whereof for and on behalf of the Bank has signed this deed on the date first above written.

Witness:

1. Signed by
2. For & on behalf of the Bank.

Annexure-X

PROFORMA FOR DECLARATION FOR NO BLACKLISTING/TERMINATION OF CONTRACT/PURCHASE ORDER IN COMPLIANCE TO PQC CLAUSE NO.

(On a Notarized stamp)

1.	Tender invited by	Superintending Engineer MMC, Harduaganj Thermal Power Station, Kasimpur, Aligarh, U.P.
2.	GeM Bid Number	
3.	Name of Work / Material	Supply of
4.	Name of the Tenderer / Bidder (Name of the Firm)	M/s _____ _____ _____

In accordance with provisions of Pre-Qualifying Conditions Clause No. 15 of the GeM Tender Number _____, we hereby confirm that our firm has not been blacklisted or contract awarded on the firm has not been terminated by any State Electricity Boards/Central Government departments/State Govt. Departments/Central PSUs /State PSUs/Central GENCOs/State GENCOs/Independent Power Producers etc.

Date:

Place:

Seal & Signature

Name of Proprietor/Authorised Person _____

Name of Firm _____

Address of Firm _____

-

DISCUSSION & RECOMMENDATIONS: The user division i.e. EE, BMD-I, DTPS has recommended that the above said material may be procured through “Open Tender basis” on GeM portal.

In view of the above, it is proposed that the committee may kindly accord an approval to process the case for the procurement of APH Basket for BMD-I, DTPS, HTPS, Kasimpur on the above-mentioned specification and Terms & Conditions through Open Tender basis on GeM Portal,

Complete case file submitted for kind perusal and approval

3. 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---