

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-05-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-05-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
वस्तु श्रेणी /Item Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Industry Unit; Power House Equipment; As per SOW & ATC
अनुबंध अवधि /Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details

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	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

एमआईआई 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
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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
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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.

1. 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.
2. 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.
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. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Buyer to mention scope of work:[1778500939.pdf](#)

Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:[1778501202.pdf](#)

Any other details to be mentioned by buyer for repair work:[1778501169.pdf](#)

Any other details to be mentioned by buyer for repair work:[1778501121.pdf](#)

Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Industry Unit; Power House Equipment; As Per SOW & ATC (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premise	Industry Unit

विवरण/ Specification	मूल्य/ Values
Type of Item/Product/System to be repaired or Installed	Power House Equipment
Consumables to be provided by	As per SOW & ATC
Spare parts to be provided by	As per SOW & ATC
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Estimated number of visits as per last year records	0

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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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	Sunil Kumar	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	Project / Lumpsum Based	<ul style="list-style-type: none"> Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0

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

ADDITIONAL TERMS & CONDITIONS: - (ATC)

Subject: "Contract for Deputation of service Engineer of M/s Hayward Tylor (OEM) for Technical Supervision of Boiler Circulating Pump for overhauling of U#2 and servicing of pumps of U#1&2 during emergency for RTPS, DVC.."

Mode of Tendering: THROUGH SINGLE TENDER ENQUIRY on OEM BASIS.

This tender is being processed on **Single Tender (OEM)** basis with approval of competent authority. The bid will be considered only if it has been submitted by the OEM vendor i.e **M/s HAYWARD TYLER INDIA PRIVATE LIMITED, C-54, OKHLA INDUSTRIAL AREA PHASE-1, South Delhi, Delhi, Pin: 110019** or **it's bid specific single authorized vendor.**

§ Bid submitted by other than OEM or its bid specific authorized vendor will not be accepted.

1. PRICE BASIS: The bidder shall quote on a totality basis. The rates quoted by the bidder must be Firm till execution of the contract and inclusive of applicable Taxes & duties. However, specific quantum of Taxes to be spelt out clearly.

2. CONTRACT PERIOD: 365 days from the date of commencement of work.

The contract may be terminated within the contract period if performance is found unsatisfactory in the opinion of DVC, without showing any further reason.

3. PAYMENT TERMS: 95% payment shall be made against RA bills on presentation of bills in triplicate pre-receipted in original copy after statutory deduction as applicable subject to satisfactory completion of the jobs duly certified by the Engineer-in-charge and execution of the agreement.

Balance, 5% shall be paid after completion of the contract period as well as suitably covering the entire defect liability /guarantee period (if any).

Note:

- No Payment will be made without acceptance of SDBG (if applicable).
- Statutory taxes whichever is applicable will be deducted from the bills.
- GST will be applicable as GOI rule.
- Materials to be received at respective consignee's end and Bill & Payment has to be processed from respective Accounts of consignee station.

For DVC Stations at West Bengal (DTPS, MTPS, DSTPS & RTPS) GST no. shall be **19AAB CD0541M1ZO.**

4. CONSIGNEE / REPORTING OFFICER/ CONTROLLING OFFICER (officer in-charge): **DGM(M)/Sr. Manager(M), Boiler & Aux., RTPS,DVC** or his authorized representative.

5. LETTER OF AWARD (LOA)/ WORK ORDER (WO): Prior to the expiration of the period of bid validity, the Employer (DVC) will notify the successful Bidder through Ge M or in writing by letter of empanelment or by telefax to be confirmed in writing by letter, that it has been empanelled. Subsequently, Letter of Award (LOA)/ WORK ORDER (WO) will be issued. Both Letter of Empanelment and LOA/ WO shall constitute the formation of the contract.

The Vendor shall return the duplicate copy of the Letter of Empanelment / Letter of Award (LOA)/ WORK ORDER (WO) and the other enclosed documents duly signed with seal and date as a mark of acceptance, within 10(ten) days from the date of issuance of the order to the Order Issuing Authority.

6. AGREEMENT: An agreement in DVC's prescribed format (Enclosed with the BID) shall be executed by the contractor on a non-judicial stamp paper worth Rs. 100.00 (Rupees One Hundred) only.

Contract agreement shall be executed after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC and authorised signatory of Supplier/Contractor/ Service Provider/Consultant.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order in case of OTE. Such acknowledgements may not be required in low value contract, below Rupees Two and a Half Lakh or when the bidders offer has been accepted in entirety, without any modifications. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order in case of OTE and 45 days from the date of issue of LOA/PO/Work Order, due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this retender such defaulting Bidder will not be allowed to participate.

7. OTHER TERMS AND CONDITIONS :

- (i) The subject contract is for carrying out servicing of Boiler Circulating Pump of Unit# 2, during capital overhauling of the Unit#2 or as per requirement and emergency shut down of the pump based on opportunity. Hence Service Engineer of Firm will be called as per shut down of the Unit#1&2 for Overhauling and hence transportation charges of service Engineer including transport for luggage and tools will be reimbursed on each occasion basis.
- (ii) **Mobilization** :The service Engineer of Firm has to report at the RTPS site, DVC immediately **maximum within 07 days after getting the intimation from EIC, DVC** on each occasion to start the work.
- (iii) The job will be executed in presence of Engineer in charge of Boiler & Boiler Aux. Maintenance, RTPS, DVC or his representative and daily sheet shall be jointly signed by the Service Engineer of Firm and DVC's Engineer in charge to validate the same.
- (iv) The personnel deployed should be able to work at any times as the overhauling works shall be carried out round the clock.
- (v) The agency has to cover the service engineer under proper insurance coverage.
- (vi) Minimum safety personal protective equipment like safety helmet and safety shoe to the service engineer must be provided by the agency.
- (vii) DVC will provide Skilled and/or Semi Skilled labour to carry out the job as per Instructions from the Service Engineer.
- (viii) The necessary spares will be provided by DVC.
- (ix) Guest house accommodation, if available, will be provided by DVC on chargeable basis as per DVC norms.
- (x) The manpower is to be deployed for minimum 08 hours per day for each working day.
- (xi) All payment will be made only after successful completion of BCP and according to time sheet jointly signed by EIC, DVC or their representative and Service Engineer of Firm.
- (xii) The work has to be covered under guarantee of 06 months for any defect arising out of poor technical supervision.
- (xiii) Necessary medical treatment at the DVC, RTPS Hospital, as available, in case of illness of the service engineer at site will be provided by DVC on chargeable basis.

ble basis as per DVC norms.

(xiv) Insurance: The Insurance of personnel employed in the job shall be done by the contractor. No compensation of any major/minor/disabilities/damage would be given by DVC, RTPS.

(xv) Security Gate Pass: The contractor has to arrange Photo gate pass at his own cost for his workmen from the security department and the rules and regulations related to this subject shall be binding on the contractor.

(xvi) Precautionary measures to avoid damage of other equipment: The contractor should take care for safety of equipment and property of DVC, RTPS. Any loss to this effect will be contractor's responsibility entirely and they shall have to make good for the losses and extra expenditure incurred by DVC, RTPS thereof. Responsibility of the spares & materials issued to the Contractor rests with the contractor himself. Contractors have to replenish the same at his own cost & risk in case of loss/damage of the spare/material under his custody.

(xvii) Discipline: The contractor's employees should maintain proper discipline and behaviour and do not cause any hindrance to smooth running of the Power Plant or in execution of duties by DVC, RTPS Employees. Controlling Officer is fully empowered to ask the contractor to withdraw any worker/workers on charges of misconduct, incompetence/ negligence in discharge of duties and such worker/workers may not be deployed without his permission.

8. SAFETY CLAUSES: The workmen under Contractor's control working in the vicinity of running equipment are to be given proper safety gears and to be careful to avoid any accident, loss of life or damage to DVC, RTPS property. Guide line for action in respect to safety measures for the job are specified here under: -

- Ø The Contractor is to ensure safety of their workers at site, while working and to provide all kinds of safety equipment required for the job like safety belts/safety ladder/safety net personal protective devices etc. to their workers.
- Ø Contractor will be liable to pay compensation, if any, to their worker for accident "Arising out and in course of employment", under the Workmen's compensation Act.
- Ø Before execution of the job at site Contractor will have to take clearance from DVC's safety department.
- Ø Safe scaffolding as certified by Safety Department to be used before start of work.
- Ø Contractor is to abide by Mandatory Safety clauses enclosed.

Non-compliance of safety regulation and practice in every occasion calls for penalty as deemed fit by the DVC RTPS Safety Department. The contractor should abide by all O&M safety rules as laid down by DVC, RTPS during the execution of the contract.

DETAILED SAFETY CLAUSE: As per attached DVC GCC.

DVC, RTPS IN NO WAY SHALL BE RESPONSIBLE FOR SAFETY OF CONTRACTOR'S WORKMEN

9. WORKERS' COMPENSATION: All the workers under the contract must be paid compensation as per Workmen's Compensation act in case of injury or death in course of employment while on duty, by the contractor at his own cost. The contractor shall be solely and wholly responsible for any accident that may occur during execution of the work and for injury to person/persons or damage to the property of any description whatsoever caused during the execution of the work. In the event of any such accident, the contractor shall be responsible and shall pay proper compensation for the same as per Workmen's Compensation Act. The contractor shall keep the occupier i.e., DVC safe, harmless, and indemnified against all claims and expenses, for any such dam

age or injury etc. to any person or property. In case of any accident of contractor's workmen, contractor is to arrange necessary prima facie requirement immediately after the incident. DVC shall in no way be held responsible to compensate contractor workmen be it on duty or not. No benefit in any form shall be admissible in such case. The contractor should take care for safety of equipment and property of DVC. Any loss to this effect will be contractor's responsibility entirely and they shall have to make good for the losses and extra expenditure incurred by DVC thereof. Responsibility of the spares & materials rests with the contractor himself. Contractors have to replenish the same at his own cost & risk in case of loss/damage of the spare/material under his custody.

10. **EPF/ESI:** Applicable as per rules.
11. **LD CLAUSE:** Waived Off As per last agreed Terms & conditions.
12. **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:** Waived Off As per last agreed Terms & conditions.
13. **LIMITATIONS OF LIABILITY:** Except in cases of Criminal Negligence or wilful misconduct, The Contractor and the Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer.

AND

The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

14. **PAYING AUTHORITY:** Respective Accounts of the consignee's station. i.e. **Sr. Manager (Finance), RTPS, DVC, Dumdumi, PO- Nildih, Purulia- 723133, WB.**
15. **Any Other Terms and conditions** which are not specifically mentioned in the Terms and conditions of the GeM BID/NIT & ATC (document attached) shall be guided by GeM GTC and DVC's G.C.C as per applicability. Bidders are requested to visit Website www.dvc.gov.in and www.dvctender.com for getting DVC's G.C.C. & DVC website for GeM GTC. In case of an irreconcilable conflict in the Terms & Conditions, the following shall prevail in order of precedence:
 - i. Letter of Award
 - ii. GeM Additional Terms & Condition (ATC)
 - iii. DVC'S GCC.
 - iv. GeM General Terms & Condition (GTC)

16. **ACCEPTANCE OF CONTRACT:** On issuance of contract, the contractor (L1 bidder), shall acknowledge receipt and convey his acceptance by returning the duplicate copy of this Work Order duly signed with company seal and date within 10 days to the Work Order Issuing Authority and if the acknowledgment is not received in 10 days it shall be presumed that the contractor (L1 bidder) has accepted the complete Contract.

N.B.: Please find the attached documents on '**Buyer Added Bid Specific ATC**' under '**Buyer uploaded ATC document**': For detailed Bid/NIT documents which consists of Invitation of Bid (IFB), Scope of Work, **Instruction to Bidders (ITB)**, General Conditions of Contract (GCC) & Banning of Business Dealings, Terms & Conditions of Contract, **Checklist and Bid Forms** etc.

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.

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---