

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-06-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-06-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Steel Authority Of India Limited
संगठन का नाम / Organisation Name	Bhilai Steel Plant
कार्यालय का नाम / Office Name	Materials Management
कुल मात्रा / Total Quantity	1800
वस्तु श्रेणी / Item Category	ANHYDROUS TAP HOLE CLAY
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ANHYDROUS TAP HOLE CLAY
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Drill Sleeve, Copper alloy Taps/Stop Valves (V2) Conforming to IS 8931, T Slot Cutters with Cylindrical Shanks and with Morse Taper Shank Having Tapped Hole - IS 2668, Tool Kit for Ceramics Product - ODOP UP Gov. (Bulandshahar)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Copper alloy Taps/Stop Valves (V2) Conforming to IS 8931
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	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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	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
Payment Timelines	Payments shall be made to the Seller within 45 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)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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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विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	As per SAIL/BSP's Policy

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

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

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.

Limited Tender

Limited Tender Applicable	Yes
Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	***** , ***** , ***** , *****

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

ANHYDROUS TAP HOLE CLAY (1800 tonne)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	SANJAY TIWARI	490001,Refractory Stores, Bhilai Steel Plant.	1800	300

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

DETAILS OF THE ITEM I.E. ITEM CODE AND ITEM DESCRIPTION, QUANTITY AND OTHER TERMS FOR PROCUREMENT ANHYDROUS TAP HOLE CLAY FOR BF#8, BSP :

S.No.	Item Code/UCS	Material Description	UoM	Tendered Quantity	Delivery Date
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1	71511000000005	ANHYDROUS TAP HOLE CLAY FOR BLAST FURNACE OF VOLUME 4060 m ³ AND HAVING TOP PRESSURE ≥ 2.5 KG/SQ . CM AND BLAST PRESSURE ≥ 4.2 KG/SQ. CM	MT	1800	As per Point No. 9 of the Special Terms & Conditions
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Inspection/QAP/Acceptance Criteria:-

Material shall be accepted against manufacturer's GC.

SPECIAL TERMS & CONDITIONS:

1. BF An-hydrous Tap Hole Clay for BF # 8. An-hydrous Tap Hole Clay is used for closing the tap hole after every cast. Clay should be suitable to withstand high top pressure and thus provide better drainage to achieve the required techno-economics of hot metal production.
2. Specification: Tap Hole Clay should confirm suitability for 4000 m³ Blast Furnace and should meet the following Blast Furnace parameters:-
 - a. BLAST PRESSURE: 4.0 TO 4.5 KG / SQ .CMS <(>&<)> TOP PRESSURE: 2.5 KG / SQ.CMS
 - b. HOT METAL QUALITY: Si: 0.4- 1.0 %, S: 0.03 - 0.08, MN: 0.06-0.1 %, P: 0.1 %, HOT METAL TEMPERATURE - 1350 TO 1550 °C
 - c. SLAG QUALITY: SIO₂: 30 TO 38 %, CAO : 30 TO 38 %, MGO: 8.0 TO 11.0 %, BASICITY: 0.8 TO 1.1, TEMP: 1450 °C TO 1650 °C
 - d. BLAST VOLUME : 300000 NM³ / HR TO 400000 NM³/HR

3. TAP HOLE CLAY CONDITIONS:-

- I. The anhydrous tar bonded clay should withstand a top pressure of 2.5 kg/ sq cms.
- II. The tap hole length should be minimum 3.0 meters.

III. Tap hole erosion should not be there during casting.

IV. There should be no spitting of liquid hot metal, slag <(&<)> no coke rush during casting.

V. The liquid hot metal flow should not be more than 4.5 tons per minute.

VI. Tap hole drilling should be smooth.

VII. Shelf life of tap hole clay should be minimum 6 months from date of receipt in BSP

VIII. The tap hole clay should not jam the mud gun nozzle.

4. Documents required-by consignee: Invoice cum excise/GST gate pass-DFT copy.

5. Guarantee certificate: GC/WC of Manufacturer

6. Embossment on items: Manufacturer's monogram to be embossed / punched / marked / tagged /stitched.

7. Guarantee clause:

- i. Party to give guarantee for proper performance of tap hole clay and if any of the tap hole conditions as mentioned in special terms and condition are not met, the material will be rejected which will be solely decided by a committee constituted and approved by HOD,BFs.
- ii. Rejection clause are as follows (it will be deemed as fail if the following is not achieved):-

a. Tap hole length should be 3.0 meters (min)

b. Tap hole drillability: easy smooth upto 3.0 m within less than or equal to 6.0 minutes

c. Spitting and smoke: during tap opening + 2 to 3 minutes max

d. Tap hole self-opening: strictly not acceptable

e. Back flushing: strictly not acceptable

f. The tap hole clay should not jam the mudgun nozzle

g. Mud gun holding time: max. 20 minutes

h. Shelf life of tap hole clay should be minimum 6 months from date of receipt in BSP

i. Besides the above, all tap hole conditions as mentioned in PO text should be adhered to failing which material can be rejected.

8. Penalty Terms :

- a. If self-opening of taphole occurs (after clay gun is taken out) twice in any LOT then the contract will be short closed and Risk Purchase Action will be taken.
- b. For every incident where-in the length of the tap hole is less than the prescribed length then, an amount of Rs.2000 per incident shall be levied as penalty.

- c. If back flushing occurs in the subsequent casting while using the initial 5MT of the LOT then remaining quantity of the LOT shall not be used and the party has to replace the entire rejected quantity.
- d. If non-performance occurs in 2-3 LOTs in one order then the contract will be short closed and Risk Purchase Action will be taken.

- 9. **Supply at BSP** Store shall commence within 30 days from the date of intimation as per the requirement of shop/purchase. Supply shall be regulated by Indenter-Blast Furnace as per requirement which will be intimated to the party directly by the Shop/ purchase from time to time.

Material to be delivered at the rate of 165 MT / month (L1 - Party : 100 MT and L2 - Party : 65 MT) to refractory stores (consignee). Earlier delivery is also acceptable. The above schedule is to be strictly followed. The indenting department will inform the supplier, by email, about quantity to be supplied indicating delivery date. However if there is any delay in supply beyond indicated delivery date which is accepted by Indenting department, LD is applicable, and for such cases delayed - Quantity must be informed by Indenter/ Operating Authority to MM as well as Finance.

- 10. Supplier should maintain a minimum safety stock of 100 Tonnes (approx) over and above the delivery schedule at any moment of time in stores.
- 11. Technical support to be provided by the party during any change in behavior of the furnace due to tap hole clay properties. Tap hole clay being a critical item for operation of BF # 8, BSP reserves the right to divert part / full pending quantity of order to other firm in case of performance / delivery failure of a firm. Round-the-clock monitoring of tap hole clay to be ensured. During every tap, mud gun clay temperature must be measured, recorded, and properly logged by the supplier.
- 12. **Payment Term:** Payment for 50% of material value along 100% of taxes and duties plus freight charges (if any) shall be made against GRN and GC/WC. Payment for balance 50% of material value shall be released after issuance of successful performance certificate by the User department.
- 13. BSP reserve the right to increase the order quantity by 25 % with same terms and conditions and with same price within contract validity and with the consent of vendor if placed beyond contract validity.
- 14. Material to be supplied to BF # 8 site on the basis of GC. Inspection to be done by authorized personnel approved by HOD Blast Furnace at BF # 8 site.
- 15. **PVC clause:** Price to remain firm till completion of order.

16. **Packing clause:**

- a. The packing should be suitable to withstand transportation and multiple handlings without any damage to the material which can adversely affect its performance. Material shall be supplied in the form of cakes [approximate dimension - 8 x 5 x 4 inches].
- b. Material to be supplied in bag / pellet weighing approximately 1 ton each. Bag / pellet should display nomenclature, supplier's monogram, and date of manufacture etc.
- c. Material preferably should be supplied in bag / pellet containing card board box. Each box should have maximum 4 packets of plastic # wrapped material of about 5 kg (max). Each card board box should also display nomenclature, supplier's monogram, and date of manufacture etc.

- 17. **Lifting of rejected goods:-**

- a. Any stores rejected after inspection is to be removed / withdrawn by the contractor / supplier of such stores within 45 Days, commencing from the date of intimation by BSP / knowledge of rejection.
- b. Bhilai Steel Plant will have no liability arising out of such rejected stores; the stores shall lie at the risk of contractor / Supplier from the date of intimation and the said contractor / supplier shall indemnify SAIL, BSP from any liability / loss and Damages on this score.
- c. If the rejected goods are not removed / withdrawn within the stipulated period as mentioned above, such stores shall be Treated as abandoned goods and Bhilai Steel Plant shall have the liberty to dispose of the abandoned goods in any manner at the risk and cost of the contractor / supplier.

18. Inspection: No inspection. Material shall be accepted against manufacturer's GC.

19. Transit Insurance: The material shall be safely delivered to BSP Stores with transit Insurance at tender's risk and cost.

20. Transportation Costs: The material shall be delivered to BSP Stores on door delivery basis and freight charges shall be borne by the supplier. Freight amount, if required, shall be reimbursed to the supplier, on "To be billed" basis at actuals, subject to a maximum amount to be indicated in the Price break-up.

21. Delivery Basis: FOR BSP Stores, Bhilai

22. Transit Damages: To Supplier's Account.

23. The terms and conditions mentioned in the PO Note supersede the same terms and conditions mentioned elsewhere in the PO. Other terms and conditions not mentioned here shall be as per tender.

Other Commercial Terms & Conditions are as per attached ATC.

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---