

**बिड दस्तावेज़ / Bid Document**

| <b>बिड विवरण/Bid Details</b>   |  |
|--|--|
| <b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>  | 21-03-2026 11:00:00  |
| <b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>   | 21-03-2026 11:30:00  |
| <b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>   | 60 (Days)  |
| <b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>   | Ministry Of Steel  |
| <b>विभाग का नाम/Department Name</b>  | Steel Authority Of India Limited   |
| <b>संगठन का नाम/Organisation Name</b>  | Rourkela Steel Plant   |
| <b>कार्यालय का नाम/Office Name</b>   | Materials Management Purchase  |
| <b>कुल मात्रा/Total Quantity</b>   | 1  |
| <b>वस्तु श्रेणी /Item Category</b>   | INFRARED THERMAL IMAGING CAMERA  |
| <b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>   | INFRARED THERMAL IMAGING CAMERA  |
| <b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>  | Thermal Imaging Integrated Observation Equipment (TI - IOE) (Defence), thermal imager, Surveillance Drone / Unmanned Aerial Vehicle (V2), Thermal Weapon Sight as per MHA QR (V2), Pre - Sensitized Printing Plates (V2)     |
| <b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>                                   | <ul style="list-style-type: none"> <li>Thermal Imaging Integrated Observation Equipment (TI - IOE) (Defence)</li> </ul>  |
| <b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>        | No   |
| <b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b> | No   |
| <b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>  | Certificate (Requested in ATC)<br>*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  | 3                                 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended  | 7                                 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count  | 1                                 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled   | Yes                               |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule   | H1-Highest Priced Bid Elimination |
| क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer   | Yes                               |
| बिड का प्रकार/Type of Bid  | Two Packet Bid                    |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation  | 2 Days                            |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                     | No                                |
| 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 |
|-------------------|----|

**ईपीबीजी विवरण /ePBG Detail**

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

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

**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  |

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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

### INFRARED THERMAL IMAGING CAMERA ( 1 set )

(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 | <a href="#">Download</a> |
|---|--------------------------|

#### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

| जीएसटी पर इनपुट कर क्रेडिट /ITC on GST | जीएसटी उपकर कर क्रेडिट /ITC on GST Cess |
|--|---|
| 100%                                   | NA                                      |

#### 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              | Ajay Prasad   | 769011,MODERNISATION STORES, SAIL ROURKELA STEEL PLANT | 1                | 140                          |

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

### 1. **Generic**

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

### 2. **Generic**

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

### 3. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### 4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Eligibility Criteria:-**

The bidder should have supplied Infra Red Thermal Imaging Camera products to any Central / State Government Organization / PSU / Public Limited Company/Private limited company / Integrated steel plant in last 7 years before the bid opening date. Copies of relevant orders to be submitted along with bid in support of having supplied similar items as per the indented specifications.

### **SPECIAL TERMS & CONDITIONS:**

1)THE TENDERER MUST ACCEPT TENDERED SPECIFICATION. OFFERS NOT CONFORMING TO TENDERED SPECIFICATION SHALL BE SUMMARILY REJECTED.

2) MANUFACTURER'S NAME/MONOGRAM AND PART NO. SHALL BE AFFIXED / TAGGED ON THE ITEM FOR PROPER IDENTIFICATION.

3)PRE-DESPATCH INSPECTION SHALL NOT BE APPLICABLE.

4)PARTY SHALL PROVIDE FREE INSTALLATION AND COMMISSIONING SUPPORT DURING THE COMMISSIONING ACTIVITY OF CAMERA AND ITS AUXILIARIES AT SP-II/RSP SITE AND ALSO TO PROVIDE TRAINING TO OPERATORS FOR SMOOTH OPERATION OF EQUIPMENT.

5) PARTY SHALL ENSURE FREE REPLACEMENT OF CAMERA, WORK STATION, ELECTRONICS CARDS/PARTS /SOFTWARES, IF ANY, MALFUNCTION/DEFECT OCCURS WITHIN THE GUARANTEE PERIOD.

6)SOFTWARE REQUIREMENTS FOR CAMERA MONITORING SYSTEM SHALL COVER REAL TIME MONITORING, TREND ANALYSIS, MULTI-ZONE TEMPERATURE MEASUREMENT, AUTO-REPORT GENERATION, REAL TIME CAMERA TEMPERATURE AND ALERTS, THERMAL IMAGING AND ITS STORAGE ETC.

7)THE SOFTWARE MUST HAVE LIFE TIME FREE VALID LICENCE WITH BACK UP SUPPORT.

8)THE WORK STATION PC DETAILS ALONG WITH ITS HARDWARE CONFIGURATION TO BE PROVIDED AT THE TIME OF RFQ. NECESSARY FREE ANTI-VIRUS PROTECTION MUST BE PROVIDED WITH THE WORK STATION.

9) PARTY SHALL SUBMIT THE GUARANTEE CERTIFICATE INDICATING THE YEAR OF MANUFACTURING AND TEST CERTIFICATE AT THE TIME OF DELIVERY.

10)THE CAMERA WILL BE INSTALLED INSIDE SINTER MACHINE DISCHARGE CHAMBER WHICH IS PRONE TO HEAVY DUST AND HIGH AMBIENT TEMPERATURE (250 DEG. C APPROX). HENCE, PROPER SEALING AND COOLING ARRANGEMENT FOR PROTECTION OF CAMERA TO BE PROVIDED.

11)PARTY SHALL SURVEY/INSPECT THE SITE WHERE CAMERA AND WORK STATION WILL BE INSTALLED. A DETAILED DRAWING FOR FIXING THE CAMERA AND ITS MOUNTING ARRANGEMENT ALONG WITH COOLING & PURGING LINE TO BE PROVIDED TO THE DEPARTMENT AT THE TIME OF RFQ. THE DEPARTMENT WILL FABRICATE THE REQUIRED MECHANICAL STRUCTURES AS PER DRAWING.

12)WORK STATION FOR CAMERA TO BE FIXED IN CONTROL ROOM WHICH IS AT A DISTANCE OF AROUND 100 METER. NECESSARY COMMUNICATION CABLE FOR DATA TRANSFER WITH RUGGED CONSTRUCTION DESIGN SHALL BE UNDER THE SCOPE OF SUPPLIER.

13)PARTY TO GIVE DEMONSTRATION /TRAINING OF CAMERA MONITORING SYSTEM TO THE DEPARTMENTAL REPRESENTATIVES AFTER FINAL COMMISSIONING OF THE UNIT. ANY NECESSARY CORRECTION IN THE MONITORING SYSTEM REGARDING ITS OPERATION TO BE INCORPORATED BY THE FIRM FOR BETTER USABILITY FOR THE OPERATORS.

14)PARTY HAS TO ATTEND TO ON-CALL ASSISTANCE DURING GUARANTEE PERIOD IN CASE OF ANY REQUIREMENT IN CAMERA MONITORING SYSTEM WITHIN 24 HOURS OR ANY SITE VISIT IF REQUIRED FOR ANY MALFUNCTION OF THE SYSTEM DURING GUARANTEE PERIOD. NO EXTRA CHARGE SHALL BE LEVIED ON RSP.

15)PAYMENT TERM:- 60% AGAINST GARN AND 40% AFTER SUCCESSFUL COMMISSIONING WITHIN 60 DAYS OF TROUBLE FREE OPERATION AT THE SP-III SITE.

**INSPECTION TERM:** JOINT INSPECTION BY MM(INSPECTION) AND REPRESENTATIVE OF SINTER PLANT-III AT RSP STORE.

**GUARANTEE CLAUSE:** SUPPLIER SHOULD STAND FOR PERFORMANCE GUARANTEE FOR MINIMUM PERIOD OF 12 MONTHS FROM THE DATE OF COMMISSIONING OR 18 MONTHS FROM THE DATE OF SUPPLY, WHICHEVER IS EARLIER.

**PRICE VARIATION CLAUSE:** FIRM TILL DELIVERY.

**DELIVERY REQUIREMENT:** ITEMS ARE TO BE DELIVERED WITHIN 140 DAYS OF PO PLACEMENT.

**PACKAGING CLAUSE:** AT THE TIME OF DESPATCH, ITEMS ARE TO BE PROPERLY PACKED TO

AVOID DAMAGE DURING TRANSIT/HANDLING.

**PLACE OF INSPECTION:** INSPECTION WILL BE DONE AT RSP STORE.

**INSPECTION AGENCY:** JOINT INSPECTION WILL BE DONE BY (MM)INSPECTION STORES, RSP AND DEPARTMENTAL REPRESENTATIVE OF SP-III.

**RPN Clause:**

Subject to the terms and conditions of the gem contract, if the supplier neglects or fails to perform the contract by the time or times agreed upon, for any reason other than force majeure, the purchaser after having come to know of such negligence or non-performance, after giving 14 to 30 days' notice to the seller to rectify or such any extended period that the seller and purchaser may mutually agree, shall take such action as it considers fit including but not limited to taking risk purchase action for supply of similar materials, mitigating any losses, at the risk and cost of the supplier as far as the undelivered quantity in that delivery period is concerned. The right of the purchaser for risk purchase action is in addition to the right of purchaser to terminate the contract due to the fault of the supplier. The price differential in case of higher cost to RSP-SAIL, if any, shall have to be borne by the defaulting supplier. RSP reserves the right to recover the price differential from pending bills of the supplier in other sail units. Moreover, the defaulting supplier shall have no claim over the quantity, which they failed to supply.

SAIL-Rourkela Steel Plant (RSP) shall be placing back-up order against gem contracts on successful bidder(s). The concerned bidder has to mention the back-up order number in the invoices for proper accounting of material upon receipt in SAIL-RSP.

Hard copy of the invoice signed and with seal (or digitally signed invoice), has to be sent to manager (F&A), store bills, administration building, Rourkela Steel Plant, Rourkela, Odisha 769011.this will help us in ensuring timely payments.

SAIL-RSP is entitled to claim credit of input tax (ITC) paid on the supply of the bid item (as applicable). Since BOQ bidding in GeM does not provide for calculation of ITC amount from back-end, the basic prices will be arrived at, by back-calculation from quoted rates, considering the GST as applicable.

Any attachments in the bids, which are at variance from the above terms & other terms & conditions of this bid shall be ignored and the firm shall be evaluated on based the terms of this bid only.

Bidders must submit a "self-declaration certificate" mentioning that all terms and conditions of the tender are acceptable to him/her. Bidder(s) is not required to upload the signed copy of the bid/RFQ again.

Only relevant document(s) to be uploaded for technical and commercial scrutiny.

Submission of additional documents beyond the requirement shall not be taken cognizance of.

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### **Special instructions:-**

1. Bidders are requested to submit their technical and commercial data in their offer separately.
2. Bidders are requested to submit undertaking of no deviation and acceptance of all the terms & conditions of the bid.
3. Bidders are requested to submit Udyam Adhar as MSE documents
4. Bidders are requested to submit certificate of LOCAL content in the item to justify the MII eligibility.
5. Bidders are requested to submit required documents supporting eligibility criteria.
6. Bidders are requested to submit all supporting documents and clarification reply in GEM portal within 3 days of communication failing which the offers of the bidders shall be evaluated based on available documents without any further communication.
7. Clarification, if any on the credential documents submitted along with offer shall be sought only. No new documents regarding credentials shall be entertained subsequently.
8. Bidders are requested to submit the filled in annexure consisting of bid security declaration, NON-COLLUSIVE TENDERING CERTIFICATE, Commercial Data Sheet & MII declaration attached at ATC clause mandatorily. failing which the offer may be liable to rejection.

### **NOTE:**

In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by SAIL, in respect of capabilities and performance of the tenderer, after receipt of tender (even after opening of price bid), the quotation/ tender submitted by such tenderer is liable to be rejected on the basis of recorded.

### **5. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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.**

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---