

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	27-02-2026 17:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	27-02-2026 17:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	90 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Power
<b>विभाग का नाम/Department Name</b>	Contracts And Materials
<b>संगठन का नाम/Organisation Name</b>	Damodar Valley Corporation
<b>कार्यालय का नाम/Office Name</b>	Damodar Valley Corporation
<b>कुल मात्रा/Total Quantity</b>	11
<b>वस्तु श्रेणी /Item Category</b>	Deaerator Level Hydratect 2462
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	Four core special nickelplated copper cable between the electrodes and electronic unit Hydratect2462E.
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Category not available on GeM for the text string uploaded by the buyer
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>PVC Insulated Copper Cable Single Core and Multi Core Circular Sheathed with Flexible Conductor (V2) ISI Marked To IS 694</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),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
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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?</b>	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 विवरण/Bid Details**

बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	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
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	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
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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 खरीद वरीयता/MII Purchase Preference**

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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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
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

### Single Tender

Single 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	RAMAN INSTRUMENTS PRIVATE LIMITED

1. 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.

### Deaerator Level Hydratect 2462 ( 11 set )

#### तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)-DVC, Mejia	11	105

## 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. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**Sub: procurement of Spare Prefab Cable for Steam/Water Detection System for Deaerator & CRH Drain Pot Level Detection Make: Delta Mobrey for MTPS Unit #7&8 and Unit#5-6, DVC on OEM basis**

The names and designation of officers for any enquiry of this tender are: -

SL. No.	NAME	DESIGNATION	ADDRESS	EMAIL-ID
1.	ARCHANA LAKRA	Senior Manager(C&I), C&M	MEJIA THERMAL POWER STATION	archana.lakra@dvc.gov.in

2.	SUKANTI MAHANTA	Dy. Manager(M), C &M	MEJIA THERMAL POWER STATION	sukanti.mahanta@dvc.gov.in
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### 1. TENDER TYPE: Single (OES, OEM) through GeM

This tender is being processed on OEM basis. The bid will be considered only if, (i) it has been submitted by M/s DELTA MOBREY LIMITED or (ii) it has been submitted by any authorised distributor/ sales partner/ representative, etc. of the OEM, provided Tender specific OEM's Authorisation Certificate with all OEM details must have to be furnished along with the bid. Other bids will be outrightly rejected.

### 2. PRICE BASIS:

The rates quoted by the bidder must be Firm till execution of the contract and on FOR Destination Basis in INR currency and that will be inclusive of Packing & Forwarding charges and Freight charges (if any) etc. and inclusive of Goods and Services Tax (GST).

**HSN CODE & GST REG. CERTIFICATE** - Please mention HSN code for each item. Submission of GST registration certificate is also required.

**The Estimated Bid Value mentioned is excluding of GST. Bidders are advised to quote bid inclusive of GST as per GeM terms & conditions and other charges if applicable.**

### 3. LD CLAUSE:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

### 4. RISK PURCHASE CLAUSE:

- i. Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure.
- ii. Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.
- iii. In the event of recourse to alternative (i) and (ii) above, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

### 5. FORCE MAJEURE CLAUSE:

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than seven (7) days shall be considered cause of force majeure.

orce /calendar majeure. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor to the Owner within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Owner. In the event of such cancellation, the Vendor shall refund any amount advanced or paid to the Vendor by the Purchaser and deliver back any materials issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

#### **6. PAYMENT:**

100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.

#### **7. Security Deposit-Cum-Performance Guarantee:**

For procurement up-to Rs. 1 Cr, security deposit may be recovered as Pro-rata deduction @3% from the RA bills and it will be released after performance Guarantee period.

#### **8. INSPECTION:**

Goods supplied will always be subject to our inspection on arrival at the destination.

#### **9. GUARANTEE/WARRANTY:**

The Vendor shall warrant that all material supplied under the Order shall be new, unused and conform to the Purchasers / owners requirements and specifications as mentioned in the NIT. The Vendor shall guarantee the material under the Order for a period as follows.

<b>Material Code</b>	<b>Guarantee/Warranty</b>
For All Materials	18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier

The date of delivery to be reckoned as the date of receipt of the material at site by the consignee. The Vendor shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost to the Purchaser within the Guarantee/Warranty Period. The guarantee period for such replaced part shall be the same as that of materials specified earlier. Inspection and acceptance of material, by DVC at DVC Site shall not in any way relieve the Vendor from the responsibility for proper performance during the guarantee period.

#### **10. LIMITATIONS OF LIABILITY:**

Except in cases of Criminal Negligence or wilful misconduct, (i) 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 (ii) 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.

#### **11. INSPECTION/CHECKING/TESTING:**

All materials to be manufactured/ supplied by you against this enquiry shall be subject to inspection after arrival at site, check and/or test by the purchaser or his authorized representative. If upon delivery, the material does not meet the specifications the material shall be rejected, and you will be intimated for repair/modify or for replacement. In such cases all expenses including to-and-fro freight, repacking charges etc., if required shall be to your account.

## **12. ADDITIONS / ALTERATIONS / MODIFICATIONS:**

The Owner reserves the right to make additions/ alterations/ modifications to the quantity of the items in the Purchase Order. The Vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase Order. If, however, the additional supply is at variance with design, size and specifications and not already covered by the Purchase Order or the amendments therein, the rates for such additional supply shall be negotiated and mutually agreed upon.

## **13. PACKING AND MARKING:**

All goods shall be securely packed. All packages and unpacked materials shall be marked on at least two places indicating the name of the Purchaser/ Consignee, Purchase Order No., gross & net weights, and dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged.

## **14. CANCELLATION/ SHORT CLOSURE:**

The Owner may terminate/short close the contract, by not less than 30 days' written notice to the bidder, to be given after occurrence any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (f), (g) & (h) below:

- a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) If because of Force Majeure, the Bidder is unable to supply a material for a period of not less than 60 days.
- d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract to this clause.
- e) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- f) "Fraudulent Practice" means a misrepresentation of facts to influence a selection process or the execution of a contract to the detriment of the Owner.
- g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.
- h) If the Owner, at its sole discretion, decides to terminate this Contract.  
DVC reserves the right not to issue/accept tender documents to any intending bidders with whom DVC has stopped entering business by virtue of policy decision.

## **15. REQUIRED DOCUMENTS FOR MATERIALS DURING SUPPLY OF THE MATERIALS:**

- **Material F&I Certificate:** 1:1 interchangeability & fitment certificate is to be furnished during supply of finished product.
- **Guarantee/Warranty Certificate** is to be furnished during supply of finished product.
- **PAC Certificate from the OEM**

## **16. DVC BANKER'S DETAILS:**

STATE BANK OF INDIA, Branch: MTPS, IFSC Code: SBIN0006608, MTPS, P.O.: MTPS, District: Bankura, State: West Bengal, PIN: 722183"

"PUNJAB NATIONAL BANK, MTPS, IFSC Code: PUNB0149520, P.O.: MTPS, District: Bankura, State: West Bengal, PIN: 722183"

#### 17. BID FORMS AND FORMATS:

Bidders are requested to go through the BID FORMS AND FORMATS (attached in Buyer added ATC documents) and submit the following documents during the submission of the Bid:

1. ANNEXURE-1.1: Letter Of Bid
  2. Format for Declaration regarding Acceptance of All Terms and Conditions (ATC)
  3. ANNEXURE- E: DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT Requirement for RTGS/CBS/NEFT
  4. Format for [Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India)].
  5. Declaration regarding Local content in FOR MTPS / Ex-works price included in bid price.
  6. CERTIFICATE on MII Policy.
  7. Techno-commercial sheet.
  8. GST Registration certificate, PAN etc.
9. Format for declaration by the bidder for conflict-of-Interest
10. Format for declaration by the bidder for compliance to "Prevention of Corruption" provisions.

#### 18. DELIVERY PERIOD:

Materials is to be delivered as per mentioned delivery schedule of each item after issuance of GeM Contract. Consignee of the material is SE (M), Store, MTPS, DVC. The date of delivery to be reckoned as the date of receipt of the material at site by the consignee. **Material delivery schedule is 105 days.**

#### 19. VENDOR BILL TRACKING (VBT) SYSTEM:

The Vendor Bill Tracking system is active & available at <https://application.dvc.gov.in/Vendor/> (under PROCUREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. Contractor shall have to upload digitally signed Bill/Invoice with other documents as per WO/Contract.

Helpline Contact Details:

User Role	Employee Name	Employee Email ID	Contact No.
IT Officer	Shri Kumar Nitish	kumar.nitish@dvc.gov.in	9308531221
Nodal Officer	Shri Parshuram Jha	Parshuram.jha@dvc.gov.in	9798717400

#### 20. PAYING AUTHORITY:

The Senior Manager (Finance), MTPS, DVC.

**DVC GST Number:** 19AABCD0541M1ZO

#### 21. CORRESPONDENCE:

All correspondence regarding Technical Aspects: Shri MUDIT CHAUDHARY Senior Manager(C&I), C&I-7-8, (Mob: +91- 8768277220), E-mail id: mudit.chaudhary@dvc.gov.in

- All correspondence regarding Payment Queries: Sri. Prasadjit Garai, Sr. Manager (Fin), Accounts Dept. (Mob: +91-8583972275), E-mail Id: [prasadjit.garai@dvc.gov.in](mailto:prasadjit.garai@dvc.gov.in)
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- All correspondence regarding Store Aspects: Sri. Suraj Lakra, Senior Manager E), Store, (Mob: +91- 99340 91780), E-mail id: [suraj.lakra@dvc.gov.in](mailto:suraj.lakra@dvc.gov.in))
- All correspondence regarding Commercial Aspects: Smt. Archana Lakra, Senior Manager (C&I), C&M Section, (Mob: +91-9432861534), E-mail Id: [archana.lakra@dvc.gov.in](mailto:archana.lakra@dvc.gov.in)

## **22. TERMINATION OF CONTRACT:**

As per Clause No. 24 of Optional Terms & Conditions of Contract of GCC.

## **23. SETTLEMENT OF DISPUTES AND ARBITRATION:**

It will be guided as per clause no. 33 and Clause no. 20 of Optional Terms & Conditions of Contract of DVC GCC.

## **24. ALL OTHER TERMS & CONDITION:**

All Tenderers would be bound by the terms and conditions as detailed in the tender specification by DVC and General Conditions of Contract (GCC). Bidders are requested to go through GCC (General Conditions of Contract) of DVC before submission of offers. Terms and conditions which are not specifically mentioned in the NIT and Tender Documents shall be covered by the General Conditions of Contract.

## **4. 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---