

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	16-02-2026 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	16-02-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Defence Production
संगठन का नाम / Organisation Name	Bharat Electronics Limited (bel)
कार्यालय का नाम / Office Name	*****
कुल मात्रा / Total Quantity	36
वस्तु श्रेणी / Item Category	18mm II TUBE WITH NON-INV. O/P(AUTO-GATED)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	18mm II TUBE WITH NON-INV. O/P(AUTO-GATED)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	LED Batten with Battery / Invertor
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Under Vehicle Scanning System (UVSS) With Image And Automated License Plate Recognition System as per MHA QR (V2) • thermal imager • Video - Nystagmography (VNG) for Vertigo Clinics
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
भागीदारी केवल गवर्नमेंट विक्रेता तक सीमित / Participation restricted to Government seller	Yes (This bid is reserved for participation only by Government sellers and hence Government sellers will be exempted from payment of Transaction charges)
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Compliance of BoQ specification and supporting document *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 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
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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
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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	Yes
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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.

18mm II TUBE WITH NON-INV. O/P(AUTO-GATED) (36 Unit)

(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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Krishna	36	30

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 (Increased quantity ÷ Original quantity) × 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

GST CLAUSE: (A) BASIC INVOICE VALUE WILL BE RELEASED AS PER THE TERMS OF PAYMENT AND GST AMOUNT WILL BE RELEASED ONLY AFTER THE SAME IS REFLECTED IN BEL GST PORTAL (GSTR2B) AND TAXES

ARE PAID THE SUPPLIER TO THE GOVERNMENT.

(B) COSTS INCLUDING INTEREST AND PENAL TY INCURRED BY BEL DUE TO NON-PAYMENT & NON-REPORTI NG OF TAXES IN THE GOVERNMENT PORTAL , BY THE SUPPLIER , WILL BE RECOVERED FROM THE SUPPLIE R

- 1) YOUR QUOTE OR REGRET SHOULD REACH ON OR BEFORE WITH IN DUE DATE.
- 2) SUPPLY SHOULD BE STRICTLY AS PER MPN.
- 3) OUR PAYMENT TERMS: Z545. NET 30 DAYS(30 DAYS ACCPT QTY FROM DATE OF RECEIPT)
- 4) INCO TERM: FOR- BEL-MACHILIPATNAM/CIP-CHENNAI/FCA BASIS AND CURRENCY IN INR/USD.
- 5) PL CLEARLY MENTION ALL YOUR TERMS AND CONDITIONS AND YOUR BEST DELIVERY SCHEDULE IN YOU R QUOTATION.
- 6) OUR REQUIRED DELIVERY SCHDULE : 2-63 WEEKS ARO
- 7) WARRANTY: 12 months

7.1 FOR INDIAN SUPPLIERS: ANY MATERIAL / EQUIPMENT SUPPLIED SHOULD BE FREE FROM ANY DEFECTS ARISING FROM FAULTY MATERIAL, DESIGN OR WORKMANSHIP AND SHOULD BE GUARANTEED FOR QUALIT Y / SATISFACTORY PERFORMANCE FOR A MINIMUM PERIOD OF 12 CALENDAR MONTHS FROM

THE DATE OF ACCEPTANCE OF MATERIALS. DURING THIS GUARANTEE PERIOD,

IF ANY DEFECTS DEVELOP ARISING FROM FAULTY MATERIAL, DESIGN OR WORKMANSHIP,

THE SUPPLIER SHALL REMEDY SUCH DEFECTS AT HIS OWN COST. IF IT BECOMES NECESSARY,

THE SUPPLIER SHOULD REPLACE ANY DEFECTIVE PORTION OF THE GOODS OR REPLACE THE MATERIAL / EQUIPMENT AS A WHOLE.

7.2 FOR FOREIGN SUPPLIERS:

A. ANY MATERIAL / EQUIPMENT SUPPLIED SHOULD BE FREE FROM ANY DEFECTS ARISING FROM FAULTY M ATERIAL, DESIGN, WORKMANSHIP OR MANUFACTURING DEFECTS AND SHOULD BE WARRANTED FOR QUA LITY / SATISFACTORY PERFORMANCE FOR A MINIMUM PERIOD OF 12 MONTHS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIALS AT BEL, MACHILIPATNAM. DURING THIS WARRANTY PERIOD, IF ANY DEFE CTS DEVELOP ARISING FROM FAULTY MATERIAL, DESIGN, WORKMANSHIP OR MANUFACTURING DEFECTS T HE SUPPLIER SHALL REMEDY SUCH DEFECTS AT HIS OWN COST. IF IT BECOMES NECESSARY, THE SUPPLIE R SHOULD REPLACE ANY DEFECTIVE PORTION OF THE GOODS OR REPLACE THE MATERIAL / EQUIPMENT A S A WHOLE.

B. TO AND FRO FREIGHT CHARGES INCLUDING INSURANCE CHARGES, CUSTOMS DUTY CHARGES TO BE B ORNE BY THE SUPPLIER FOR REPLACEMENT OR RE-EXPORT OF THE REJECTED ITEM WITHIN THE WARRANT Y PERIOD.

C. WARRANTY PERIOD WILL BE EXTENDED TO THE PERIOD EQUIVALENT TO THE TIME TAKEN FOR DEFECT RECTIFICATION BY THE VENDOR

8) THE BIDDERS MAY, AT THEIR OWN OPTION, PRESENT PERSONALLY AT THE TIME OF OPENING OF THE BI DS.

9) LD CLAUSE: SUPPLIER SHALL ADHERE TO THE QUOTED DELIVERY SCHEDULE.SHOULD THE SUPPLIER FAI L TO DELIVER THE STORES OR ANY CONSIGNMENT THEREOF WITHIN THE PERIOD PRESCRIBED FOR SUCH DELIVERY, BEL SHALL BE ENTITLED AT THEIR OPTION:

A. TO RECOVER FROM THE SUPPLIER AGREED LIQUIDATED DAMAGES, AND NOT BY WAY OF PENALTY OF S UM OF 0.5% OF THE VALUE OF ANY STORES NOT SUPPLIED IN TIME FOR EACH WEEK OF DELAY OR PART O F A WEEK WITH A CEILING OF 10% ,OR

B. TO PURCHASE ELSEWHERE, AT THE RISK AND COST OF THE SUPPLIER, THE STORES NOT DELIVERED, O R.

C. TO CANCEL THE PURCHASE ORDER. IN THE EVENT OF ACTION BEING TAKEN UNDER B) & C) THE SUPPLI

ER SHALL BE LIABLE FOR ANY LOSS WHICH BEL MAY SUSTAIN BUT THE SUPPLIER SHALL NOT BE ENTITLED TO ANY GAIN ON REPURCHASE MADE AGAINST DEFAULT.

PLEASE NOTE THAT MATERIALS HAVE BEEN SUPPLIED / SHIPPED AFTER THE EXPIRY OF CONTRACTED DELIVERY DATE AND ITS PROVISIONAL RETENTION DOES NOT ACQUIESCE OR CONDONE THE LATE DELIVERY AND DOES NOT INTEND OR AMOUNT TO AN EXTENSION OF THE DELIVERY PERIOD OR KEEPING THE CONTRACT ALIVE. YOU MAY APPLY FOR AN EXTENSION OF DELIVERY DATE FROM THE PROCURING ENTITY. THE GOODS ARE BEING RETAINED WITHOUT PREJUDICE TO THE RIGHTS OF THE COMPANY UNDER THE TERMS AND CONDITIONS OF THE CONTRACT

10) CERTIFICATE OF COMPLIANCE (COC) AND INSPECTION/TEST REPORTS ARE REQUIRED ALONG WITH THE CONSIGNMENT. COC SHALL MANDATORILY CONTAIN THE FOLLOWING INFORMATION:

I. COUNTRY OF MANUFACTURING

II. MANUFACTURER NAME

III. BATCH CODE

IV. DATE CODE.

SERIAL NUMBERS OF EACH ITEM TO BE MENTIONED IN THE INVOICES AND DISPATCH DOCUMENTS.

11) INSPECTION: MATERIAL ON ITS ARRIVAL AT BEL'S FACTORY / SITE WILL BE INSPECTED BY BEL'S INSPECTION DEPARTMENT AND THEIR DECISION IN THE MATTER WILL BE CONSIDERED FINAL AND COPY OF INSPECTION REPORT WILL BE FORWARDED TO THE SUPPLIER IN CASE OF REJECTIONS.

THE REJECTED MATERIALS WILL BE RETURNED TO THE SUPPLIER FOR REPLACEMENT AND ALL CHARGES ON SAME WILL HAVE TO BE BORNE BY THE SUPPLIER. THE PRE-DESPATCH INSPECTION CAN BE MADE BY BEL / NOMINATED AGENCY / CERTIFYING AGENCY OR BY VENDOR HIMSELF IF HE IS SPECIFICALLY AUTHORIZED FOR SELF INSPECTION.

PAYMENT OF PRE-DESPATCH INSPECTION CHARGES WILL BE AS MUTUALLY AGREED.

12) THE NO. OF ITEMS/QUANTITIES MENTIONED IN THE TENDER MAY VARY AT THE TIME OF RELEASING THE PURCHASE ORDER.

13) REPEAT ORDER CLAUSE: THIS ORDER HAS A REPEAT ORDER CLAUSE, WHEREIN THE BEL CAN ORDER UP TO 120% QUANTITY OF THE SAME ITEMS UNDER THE PRESENT SUPPLY WITHIN 18 MONTHS FROM THE DATE OF ORIGINAL ORDER, PRICE, TERMS & CONDITIONS REMAINING THE SAME. IT WILL BE ENTIRELY THE DISCRETION OF BEL TO PLACE THE REPEAT ORDER OR NOT

14) VENDORS TO QUOTE AS PER MPN/OEM MENTIONED OR ITS EQUIVALENT (DATA SHEET TO BE ATTACHED FOR EQUIVALENT ITEM)

15) SUPPLIER SHALL ENSURE COUNTERFEIT MEASURES AND ELIMINATE THE USAGE OF COUNTERFEIT PARTS.

16) PROPER PACKING SHOULD BE ENSURED TO AVOID TRANSIT DAMAGES.

17) INSURANCE: FOR PURCHASE ORDER PLACED AGAINST FOR-BEL-MACHILIPATNAM THE SUPPLIER SHALL BE RESPONSIBLE FOR SHORTAGES/DAMAGES DURING TRANSITS.

18) MSME: IF YOU ARE AN MSME VENDOR, PLEASE PROVIDE MSME CERTIFICATE AND ALSO INDICATE MANUFACTURER / TRADER / SERVICE PROVIDER IN YOUR QUOTATION. AS PER THE GOVERNMENT GUIDELINES, 25% OF THE ORDER SHALL BE PLACED ON ELIGIBLE MSME MANUFACTURER IN CASE OF

L1 VENDOR IS NON-MSME AND MSME PRICING LIES WITHIN L1+15%.

NON-MSME L1 VENDOR SHALL AGREE TO ACCEPT THE ORDER FOR 75% OF RFQ QUANTITY.

19) SUBSEQUENT TO ISSUE OF RFQS / OPENING OF BIDS, IF ADDITIONAL REQUIREMENTS ARE GENERATED UPTO 20% OF THE TENDERED QUANTITY, THEN THE SAME CAN BE PROCESSED BY ADDING INTO THE SAME PROCUREMENT PROPOSAL WITHOUT RETENDERING.

20) CHINA COUNTRY OF ORIGIN OF PRODUCT IS NOT TECHNICALLY SUITABLE.

21) BIDDERS ARE HEREBY REQUESTED TO SUBMIT THEIR OFFERS THROUGH E-PROCUREMENT SRM WELL BEFORE TENDER OPENING DATE AND TIME.

IN CASE BIDDERS ARE NOT ABLE TO SUBMIT THEIR OFFERS THROUGH SRM BEFORE TENDER OPENING DATE AND TIME, THEY MAY SUBMIT THEIR OFFERS TO BEL PASSWORD PROTECTED E-MAIL ID : MCTENDER@BEL.CO.IN, FAILING WHICH, THEIR BIDS / OFFERS / QUOTES WILL NOT BE CONSIDERED.

GENERAL TERMS AND CONDITIONS

1. SUITABLE ,SAFE AND ENVIRONMENTAL FRIENDLY MEANS OF PACKING TO BE USED FOR PACKING THE ITEMS .

2. PLEASE FOLLOW THE GUIDELINES OF ENVIRONMENTAL MANAGEMENT SYSTEMS EMS: ISO 14001:2015 LIKE PREVENTION OF POLLUTION OF AIR, WATER, AND LAND/FOLLOW ENVIRONMENT STATUTORY RECYCLE AND REUSE TO CONSERVE NATURAL RESOURCES. INCULCATE ENVIRONMENTAL AWARENESS AMONG ALL YOUR EMPLOYEES. SUPPLIER IS ADVISED TO ENSURE THAT THE VEHICLES CARRYING GOODS /MATERIALS TO HAVE POLLUTION UNDER CONTROL(PUC) CERTIFICATE.

3. VENDORS HAS MAINTAIN ASPECT & IMPACT REGISTER

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 कार्यवाई 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---