

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-02-2026 17:30:00
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 Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
वस्तु श्रेणी /Item Category	Custom Bid for Services - Helium Leak Detection Test for Negative Pressure Parts of Condenser DVC MTPS 2x500 MW
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> • Operation and Maintenance Power House / Power Plant
अनुबंध अवधि /Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए 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?	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	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	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
अनुमानित बिड मूल्य /Estimated Bid Value	464593.2
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 अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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

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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. 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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1770203710.pdf](#)

Payment Terms:[1770203717.pdf](#)

GEM Availability Report (GAR):[1770203742.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1770203756.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1770203837.pdf](#)

Instruction To Bidder:[1770376269.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1770806018.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1770806025.pdf](#)

Custom Bid For Services - Helium Leak Detection Test For Negative Pressure Parts Of Condenser DVC MTPS 2x500 MW (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Helium Leak Detection Test for Negative Pressure Parts of Condenser DVC MTPS 2x500 MW
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Deepak Kumar Sahu	722183,Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sub: Helium Leak Detection Test for Negative Pressure Parts of Condenser (DVC, MTPS 2x500 MW).

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

SL. N O.	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

1.TENDER TYPE: Limited with reverse e-auction through GeM.

This tender is being processed on Limited tender basis. The submitted bids/offers other than the below mentioned vendors shall be outrightly rejected:

- 1. ARUDRA ENGINEER S PRIVATE LIMITED, 79 VALMIKI STREET THIRUVANMIYUR CHENNAI 600 041**
- 2. IRC Engineering Services India Private Limited, 612, Chiranjiv Tower 43, Nehru Place, New Delhi 110019**
- 3. VIBRANT NDT SERVICES, 107, SIDCO AIEMA Tower, 1st Main Road, Ambattur Industrial Estate, Chennai 58**

2. PRICE BASIS:

Price shall remain FIRM throughout the contract period.

The Estimated Bid Value mentioned is excluding of GST. Bidders are advised to quote bid inclusive of GST as per GeM terms & conditions.

3. CONTRACT PERIOD: 730 days from the date of commencement of work

4.Completion period: Within 4 days from the date of commencement of work (**The duration of each visit along with completion of job at that period shall be 4 days**).

Note: There are six (06) visits/frequencies may be carried out at any time within this contract period

5. PAYMENT TERMS:

95% payment shall be made on actual executed portion of work/service against RA bill after satisfactory completion of work/service, duly certified by the DVC Engineer-in-charge, and on submission of bills in triplicate, duly pre-received, and upon prior compliance of Security Deposit Clause (if applicable) and on submission & acceptance of Agreement in DVC format (if applicable).

Remaining 5% will be paid after completion of the contract.

Note: No payment shall be made without acceptance of SDBG and agreement.

6. LIQUIDATED DAMAGES:

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 per re-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).

7. AGREEMENT:

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement (wherever applicable) to the Supplier for signature, incorporating all agreements between the parties for execution.

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

The Supplier/Contractor/ Service Provider/ Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order.

Such acknowledgements may not be required in low value contracts, below Rupees two and a half Lakh or when the bidders offer has been accepted in entirety, without any modifications. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

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

In exceptional cases, where in place of a Bid security, DVC considered "Bid securing declaration" from the bidder, accepting that if they are awarded the contract and they fail to sign the contract, before the deadline defined in the tender documents, they will be suspended for the period of time specified in the tender documents (maximum up to 2 years) from being eligible to submit Bids/Proposals for contracts with DVC. The Contract shall be short closed and retendered.

Note: for Procurements of Works: -

In respect of contracts up to Rupees 10 lakh, where tender documents include the General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and scope of work, the letter of award will result in a binding contract.

In respect of contracts with estimated value more than Rupees 10 lakh, a contract document should be executed, with all necessary clauses to make it a self-contained contract. If, however, these are preceded by Invitation to Tender, accompanied by GCC and SCC, with full details of scope and specifications a simple one-page contract can be entered into by attaching relaxation regarding time frame for execution of contract agreement.

NON-DISCLOSURE AGREEMENT (NDA): The NDA (as per format ANNEXURE AE1) shall have to be submitted along with the contract agreement. The bidder is required to submit Agreement and NDA to user section as per attached format.

8. SAFETY CLAUSES:

Bidder will have to comply all the safety aspects as mentioned under GENERAL CONDITIONS OF CONTRACT (GCC).

9. 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.

10. RISK PURCHASE CLAUSE:

The Employer reserves the right to purchase/ take service & works from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material, service and works. The procedure to be followed is given below: -

- a) After the expiry of the specified date of completion period, if the Contractor fails to complete the work a notice will be given to the Contractor for completing the work immediately.
- b) If the Contractor fails to complete the work, a final risk and cost notice will be served to the Contractor by registered post with A/D, clearly indicating that if he fails to complete the work within 7 days of the receipt of the letter, the same shall be outsourced from other sources at the risk and cost of the Contractor.
 - c) The existing order has to be closed, and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting contractor may be given an opportunity against fresh enquiry/limited tender.
 - d) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Contractor.
 - e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest.
 - f) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure of DVC.
 - g) In case the amount is considerable, legal action may be considered by the Employer. Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause. In the event of recourse to alternatives as mentioned above, the Employer will have the right to re-purchase the stores or complete the work, to meet urgency in requirement caused by Contractor's failure to comply with the completion of the work or services irrespective of the fact whether the work/ services are similar or not.

11. TERMINATION OF CONTRACT:

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

12. SETTLEMENT OF DISPUTES & ARBITRATION:

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

13. FORCE MAJEURE:

It will be guided as per Clause No. 16 of DVC GCC.

14. PAYING AUTHORITY:

The Senior Manager (Finance), MTPS, DVC.

DVC GST Number: 19AABCD0541M1ZO

15. SERVICE TAX / GST:

Service tax/GST is required to be paid extra then the same has to be mentioned clearly in the offer with specific percentage (%) presently applicable. If included, then quantum of service tax/GST along with its applicable percentage (%) also to be indicated clearly in the offer

16. SECURITY DEPOSIT CLAUSE:

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

17. Scope of Work & Other Terms & Conditions: As per attachment.**18. 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"

19. 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. Power of attorney
3. No Relation Certificate
4. Format for Declaration regarding Acceptance of All Terms and Conditions (ATC)
5. ANNEXURE- E: DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT Requirement for RTGS/CBS/NEFT
6. Format for [Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India)].
7. CERTIFICATE on MII Policy.
8. Techno-commercial Bid sheet.
9. MSME Certificate/NSIC Registration Certificate from appropriate government authority (as applicable)
10. Valid EPF and ESI Registration Certificate
11. Valid Labour Licence/Undertaking to submit Labour Licence from Regional Labour Commissioner (Central) in case of award of Contract.
12. Format for declaration by the bidder for conflict-of-Interest

13. Format for declaration by the bidder for compliance to “Prevention of Corruption” provisions.

14. GST Registration certificate, PAN etc.

The L1 vendor has to produce above documents (original/self-authenticated and attested by Public Notary) for verification by DVC authority within a stipulated time frame from the date of intimation.

20. 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

21. CORRESPONDENCE:

- All correspondence regarding Technical Aspects: Shri Deepak Kumar Sahu, Senior Manager(M), TMS (7&8), (Mob: +91- 9661167288), E-mail id: deepak.kumarsahu@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
- 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

22. ALL OTHER TERMS & CONDITIONS:

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.

3. 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. 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.
16. 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.
17. 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.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---