

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details  |   |
|--|---|
| बिड बंद होने की तारीख/समय / Bid End Date/Time  | 25-02-2026 17:00:00   |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time   | 25-02-2026 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 Railways  |
| विभाग का नाम / Department Name   | Indian Railways   |
| संगठन का नाम / Organisation Name   | South Central Railway   |
| कार्यालय का नाम / Office Name  | Principal Chief Material Manager Secunderabad   |
| कुल मात्रा / Total Quantity  | 1   |
| वस्तु श्रेणी / Item Category   | Leakage Current Meter / Analyser for Surge Arrester (Q2)  |
| 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), OEM Authorization Certificate<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 |
| 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  | 3   |

| बिड विवरण/Bid Details  |                             |
|--|-----------------------------|
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। /<br><b>Number of Auto Extension count</b>  | 2                           |
| 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  | 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) | Yes                         |
| Inspection to be carried out by Buyers own empanelled agency   | Yes                         |
| Type Of Inspection   | Pre Dispatch                |
| Name of the Empanelled Inspection Agency/ Authority  | RITES                       |
| मूल्यांकन पद्धति/Evaluation Method   | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause   | No                          |
| सुलह खंड/Mediation Clause  | No                          |

#### ईएमडी विवरण/EMD Detail

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount       | 33040               |

#### ईपीबीजी विवरण /ePBG Detail

|   |                     |
|---|---------------------|
| एडवाइजरी बैंक/Advisory Bank                                       | State Bank of India |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 5.00                |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 14                  |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

Senior Divisional Finance Manager

Sr. DFM/SC Office of Sr. Divisional Material Manager, 3rd Floor, Sanchalan Bhavan, Opp. Rail Nilayam, South Central Railway, Secunderabad, Telangana-500025. (Sr.dfm/sc)

(Sr. Dfm/sc)

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. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

### Leakage Current Meter / Analyser For Surge Arrester ( 1 pieces )

(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

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

| विवरण/Specification      | विशिष्टि का नाम /Specification Name          | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)                         |
|--------------------------|--|---|
| Generic                  | On-line Leakage Current Monitor complying to | B2 Method of IEC 60099-5 Edition-1.1  |
| Technical Specifications | <b>Memory</b>                                | Storage capacity of 1000 results  |
|                          | Resolution                                   | 1 $\mu$ A   |
|                          | <b>Field Probe Current Range</b>             | 10 $\mu$ A to 1 mA  |
|                          | Accuracy                                     | Value +/- 5% +/- 1 $\mu$ A  |
|                          | Mains Supply                                 | 88 to 264 VAC, 47 to 63 Hz, Single Phase  |
|                          | <b>Total Leakage Current Range</b>           | 1 $\mu$ A to 20 mA  |
|                          | PC Connectivity                              | Through USB Port  |
|                          | <b>Internal Battery - Main Unit</b>          | 11.1 V / 2200mAh Internal Rechargeable battery  |
|                          | <b>Display</b>                               | 4 line x 20 character large backlit LCD with large font                                 |
|                          | <b>Resistive Leakage Current Range</b>       | 1 $\mu$ A to 20 mA  |
|                          | <b>Wireless Clamp on CT and Field Probe</b>  | Yes   |
|                          | Inputs                                       | External Clamp-on CT, Field Probe, Optional External PT input (110V AC)                 |
|                          | Temperature Sensor                           | Inbuilt Platinum Resistance Thermometer with measurement range of -20 deg C to 55 deg C |
|                          | <b>Internal Battery - Field Probe Unit</b>   | 11.1 V / 1150 mAh Rechargeable Battery  |
|                          | <b>Internal Battery - CT Unit</b>            | 11.1 V / 1150 mAh Rechargeable Battery  |
|                          | Compensation                                 | Automatic for System Harmonics, Temperature & System Voltage                            |

| विवरण/Specification    | विशिष्टि का नाम /Specification Name  | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)  |
|------------------------|--|--|
| Additional Information | <b>Accessories</b>   | Specially designed low noise, Clamp-on CT, Field probe with coaxial cable to compensate for harmonics in system voltage, Current probe with cables and built in temperature sensor, Telescope rod of fiber glass for mounting the field probe at the base of the LA, Transport case for housing all the accessories and transportation, Earthing wire for the main instrument, THERMAL PAPER ROLL (10 no.), Field probe mounting bracket for installation, Test Lead Set, suitable for testing EHV class Surge Arresters, External instrument battery charger, SADATA PC Downloading & Analysis Software on CD, Data cable (USB and RJ 45) for connection of the kit to a PC, Large size low noise Clamp on CT, Field PT Accessories for measurement with Voltage Peak Method, Power Cable, Wired Clamp on CT and Field Probe (No Wireless), Calibration Probe |
| Warranty/Service       | <b>Warranty</b>  | 1, 2, 3 Or higher (year)   |
| Reports                | Availability of test reports and calibration certificates to prove conformity of products to the specification | From Central Govt. Lab, NABL Accredited Lab, ILAC Accredited Lab Or higher   |

**Additional Specification Parameters - Leakage Current Meter / Analyser For Surge Arrester ( 1 pieces )**

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|------------------------------|----------------------------------|
| Detailed Specification       | Attached in ATC                  |

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**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             | Karre Kiran Kumar                                       | 500017,ELECTRIC LOCO SHED OFFICE, LALLAGUDA, SECUNDERABAD - 500017. | 1                | 60                           |

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

**1. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

## 2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

In case of difference between Additional tender conditions (ATC) and General tender conditions (GTC), the terms of Additional tender conditions (ATC) will prevail.

### **A. ELIGIBILITY CRITERIA:**

#### **1. OEM/OEM Authorization document:**

OEM/Authorized dealers only to quote. Authorized dealers/Agents of Manufacturer must submit **BID Specific authorization from OEM** failing which the offer shall be summarily rejected without any back reference.

2. Tenderer should submit clear compliance statement for the tendered specification. Clause by clause deviations should be clearly brought out and commented. In case of no deviation, the same specification should be attached with the offer duly signed & stamped. Else their offers shall be summarily rejected.

**B. Payment Terms:** 100% payment will be made after receipt, successful installation, commissioning, and testing of the machine, and upon furnishing a bank guarantee equivalent to 5% of the Purchase Order value to the consignee **[i.e Sr. DEE/TRS/LGD]** towards warranty obligations. The bank guarantee must be valid for a period of two months beyond the warranty period.

**C. Inspection clause:** Inspection by RITES.

### **D. OTHER TERMS & CONDITIONS:**

1) Consignee contact details: Consignee: Md. Sadatulla Hussain, SSE/ST/ELS/LGD, Cell.No.9701371586, And Delivery Location: Electric Loco Shed, Lallaguda, Secunderabad-500017.

2) Tenderers who are OEM, must give undertaking for supply of spare parts for a period of expected life of the machine/equipment. Other tenderers must submit undertaking from OEM for supply of spare parts for a period of expected life of machine/equipment.

3) Tenderer must quote on F.O.R destination basis. Insurance up to ultimate consignee must be ensured by the firm at their cost.

**4) Timely Commissioning of M&P items:** In the event of contractor's failure to have M&P commissioned by the time or times respectively as specified, purchaser shall withhold deduct or recover from the contractor as penalty a sum @2% (Two Percent) of the price of M&P which the contractor has failed to commission as aforesaid for each and every month (Part of month being treated as a full month) during which the M&P may not have been commissioned, subject to an upper limit of 10% (Ten Percent) of contract value.

a) Maximum down time during the guarantee period shall be 2% (two percent) for online and 10% (ten percent) for off line M&P calculated on quarterly basis. In the event of contractors failure to have M&P commissioned by the time or times respectively.

b) A penalty of 0.5% per week of the contract value will be levied for delay in response time for attending and rectification of faults beyond specified time during the guarantee period as detailed above.

c) Maximum penalty to be levied on account of guarantee failure shall be 5% of the contract value calculated during whole of guarantee period and after that if there is any delay on the part of supplier, purchaser shall be entitled for encashment of Bonds. In such cases the bad performance of firm during the guarantee period, the same shall be recorded and circulated to all railways. The same shall be given due regard in deciding future orders on the firm and when evidence to the contrary is not available, the firm's offer may be even rejected.

#### **7) Commissioning & Training:**

(i) The supplier shall have to commission the equipment at ELS/LGD through his team up to satisfaction the representative of Sr. DEE/TRS/ELS/LGD by conducting necessary standard tests.

(ii) The supplier should impart training to minimum six consignee's staff for 03 working days by the supplier for satisfactory operation, handling of equipment, maintenance and trouble shooting.

8) Make/Model once quoted and accepted cannot be changed after placement of order. It is the responsibility of Consignee to verify that the received product confirms to the GeM Contract.

9) It is the bidder's responsibility that - the bidder undertakes not to withdraw, modify, impair, or derogate from the bid in any respect within the validity period of this bid/tender. Bidder to note that, the information /documents furnished in this bid are not false, misleading, or forged. If, at a later date, any document/information furnished by bidder is found to be misleading, forged, or false, bidder shall bear the responsibility for the same and be liable to prosecution and penalties as per the law of the land.

10) The successful bidder shall submit a test report from a NABL/Government-approved laboratory, confirming that the product confirms to the required specifications, along with the material supply; otherwise, the material is liable to be summarily rejected .

**11) Bill Payment:** The firm should only **contact the consignee for payment information**, not the buyer.

**Contact details regarding Bill Payment:**

| S.No. | ROLE                  | DESIGNATION   |
|-------|-----------------------|---|
| 1.    | Consignee             | SSE/ST/ELS/ LGD<br>[Contact no.....9701371586.....] |
| 2.    | Bill Passing Officer  | Sr. DEE/TRS/LGD                                     |
| 3.    | Bill Paying Authority | Accounts Department                                 |
| 4.    | Purchase Proposal No  | LT265081  |

**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---**