

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-02-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-02-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Energy Department Uttar Pradesh
संगठन का नाम/Organisation Name	Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited (uprvunl) Lucknow
कार्यालय का नाम/Office Name	Lucknow
कुल मात्रा/Total Quantity	24
वस्तु श्रेणी /Item Category	Stationary Lead Acid Batteries (with Tubular Positive Plates) in Monobloc Container (V2) Conforming To IS 13369 (Q3)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	1 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 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	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	30 %
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	5 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
अनुमानित बिड मूल्य /Estimated Bid Value	67176
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

BoQ - [1771314546.xlsx](#)

Stationary Lead Acid Batteries (with Tubular Positive Plates) In Monobloc Container (V2) Conforming To IS 13369 (24 pieces)

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)
Construction	Nominal Voltage	6, 12 (Volt)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Battery Capacity at 10-h Rate [C 10] (in Ah)	20, 40, 60, 80, 100, 120, 125, 135, 150, 165, 180, 200, 300
	Container Material	H (Hard Rubber), P(Plastic), F(Fibre Reinforced Plastics)

Additional Specification Parameters - Stationary Lead Acid Batteries (with Tubular Positive Plates) In Monobloc Container (V2) Conforming To IS 13369 (24 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
ACTUAL SPECIFICATION OF THE REQUIRED BATTERY	ERD (Emergency Rescue Device) Battery 12V 18AH, Sealed Lead Acid Battery.

* 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	ADALAT VERMA	231225,DTPS, Anpara Thermal Power Plant	24	30

Special terms and conditions-Version:1 effective from 31-10-2025 for category Stationary Lead Acid Batteries (with Tubular Positive Plates) in Monobloc Container (V2) Conforming To IS 13369

1. The material,battery supply condition (factory charged), sealing compound, separators, terminal post, cell lids, plates, electrolyte, connector, electrolyte level indicator, marking, instruction manual requirements shall conform to the IS 13369 standard.

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PRE-QUALIFYING CONDITIONS (PQC)

1. **Earnest Money (EMD):** The bidder must deposit requisite Earnest Money (EMD) amounting to **Rs. 1000.00 (Rupees One Thousand Only)** (Refundable) electronically in bank account through RTGS/NEFT/UPI/Directly in bank account OR BG pledged in favor of Dy. G.M. (F), Construction Unit, CFA&BO, DTPS Anpara. (**Bank Account detail:** 1. Account Name: Dy. G.M. (F), Construction Unit, CFA&BO, DTP S, Anpara. 2. Account Type: Current Account. 3. Account No.: 30299251267. 4. IFSC code: SBIN0006339. 5. MICR code: 231002202. 6. Bank Name: State Bank of India. 7. Branch Name: Anpara. 8. Branch Code: 06339). **Exemption from depositing the earnest money shall not be allowed in any case. (Receipt of payment should be uploaded on the GeM portal).**

2. **Tender Cost: Rs. 200.00+(GST Extra@18.00%) i.e. Rs. 236.00** (Non-Refundable) in Bank Account through RTGS/NEFT/UPI/Directly in bank account (**Bank Account detail:** 1. Account Name: Dy. G.M. (F), Construction Unit, CFA&BO, DTPS, Anpara. 2. Account Type: Current Account. 3. Account No.: 30299251267. 4. IFSC code: SBIN0006339. 5. MICR code: 231002202. 6. Bank Name: State Bank of India. 7. Branch Name: Anpara. 8. Branch Code: 06339). (**Receipt of payment should be uploaded on the GeM portal**).
3. The bidder must submit '**Validity Agreement**' as per **enclosed format** on non-judicial stamp paper worth Rs. 20.00, duly signed by two witnesses with their name and address. Offer should be valid for a minimum period of **04(Four)** months from the actual date of opening of Financial Bid.
4. The bidder should submit a copy of valid and relevant **GST Registration Certificate**.
5. The bidder should submit a legible copy of documentary evidence towards **PAN** allotted in the name of the 'Firm' for partnership/public/limited firms & in name of Proprietor in case of proprietor firms.
6. The bidder should submit -
Un-price Bid, as enclosed in **Annexure-A**, duly filled up and signed under seal.
Technical deviation, if any, should be explicitly mentioned. The final authority to accept or reject such deviations rests with The Executive Engineer, OGD, 2x500MW, DTPS, Anpara and same shall be binding on the bidder.
7. The bidder should be: -
A Manufacturer/Authorized Dealer/Supplier of the same/similar items.
Valid and relevant proof apropos the same is to be submitted
8. The bidder shall, as a token of **Experience**, submit photocopy(s) of purchase orders(s) **placed on bidder itself** for supply of same/similar items from NTPC/UPRVUNL/SEB's/other Govt./Semi Govt. organizations/ IPP (Independent Power Producers). Value of such orders (only Basic value of PO shall be counted i.e. without GST and any other loading) should be-
 - a. Value of 01(one) such order should not be less than 80 % of the estimated value of the tender.
 - OR**
 - b. Value of 02(two) such orders should not be less than 50 % of the estimated value of the tender.
 - OR**
 - a. Value of 03(three) such orders should not be less than 40 % of the estimated value of the tender.

These orders should have been placed **within past seven years** from the date of publication of this tender.
9. The bidder shall enclose **Commercial & Other Terms & Conditions**, as enclosed in **Annexure-B**, duly filled up and signed under seal for acceptance on both sides.
Variation (deletion/inclusion) in the Terms & Conditions, if any, should be specifically mentioned.
10. The bidder shall furnish photocopy of **Proprietorship Deed/Partnership Deed/Memorandum of Association** as the case may be.
11. The bidder shall furnish a **certificate regarding Financial Turnover of the firm during the last 03 financial years (FY 2022-23, 2023-24 & 2024-25) issued by a CA based on firm's financial statement along with UDIN No. of CA**. The Average Annual Financial Turnover of the firm during the last 03 financial years should be at least 30% of the Total Estimated Cost.
12. The bidder shall furnish **Name, Permanent Address, Correspondence Address and other information** as per **enclosed format**.
13. The bidder shall certify one of the following:
 - a) **"None of my relative is working in UPRVUNL"**.
 - b) **"Yes, my relative(s) is/are working in UPRVUNL, whose details are as below"**

Sl. No.	Name	Designation	Present Place of Posting
14. The bidder shall certify that **"The firm has never been Blacklisted from any Govt./Semi Govt. organizations/IPP (Independent Power Producers)"**.

Note: (A) Documentary evidence(s) apropos conditions mentioned at Sl. No. 4, 5, 7, 8 & 10 and confirmation regarding other conditions mentioned herein, along with requisite Tender Cost, Earnest Money (EMD), Validity Agreement, Un-Price Bid/Technical Specification (Annexure-A), Commercial & Other Terms & Conditions (Annexure-B), The original copy of EMD (in case submitted in form of BG) (Annexure-C), Name & Address

ss particulars, Declaration regarding Relative and Declaration regarding Not being Blacklisted, should be submitted with Technical Bid itself, failing which Financial Bid shall not be considered for opening.

(B) Bidders are advised to ensure submission of all the requisite documents as per clause 1 to 14 of PQC, failing which the bidder's participation shall not be considered.

(C) "All the documents submitted, must be duly signed & attested by the bidder".

(D) Bidders are required to only UPLOAD the documents as per PQC which should be clearly readable. Any unclear/unreadable documents shall be liable for rejection.

(E) **Important Note:**

1. In case total available valid bids (after shortfall) are less than three and if some bidders who have not submitted the required PQC documents, either have already executed or are executing any Supply/Work at Anpara TPS, then the valid documents (as on bid opening) as mentioned below shall be taken from the earlier submitted bids of those bidders for evaluation of Technical Bid and decision for opening of Financial Bid shall be taken accordingly:
 - i) Copy of PAN Card.
 - ii) GST Registration Certificate.
 - iii) Type of Organization (Partnership/Company)- Partnership Deed/Certificate of Incorporation
 - iv) Financial Turnover Certificate.
2. In case total available qualified bids are three or more than three (after shortfall), then the bids of other bidders who have not submitted the required PQC documents, shall be rejected and clause mentioned at Sl. No. E (1) shall not be applicable.

Superintending Engineer

MMC-II, ATP, Anpara

GENERAL CONDITIONS

1. Where a bidder has not furnished complete information/documents which are required in Technical Bid, Financial Bid may not be opened.
2. In case, due date of opening happens to be a holiday, the bid shall be opened on the next working day.
3. Intending bidders are advised to see the sample of each item at plant site before quoting rates of tendered items. The contact person for arranging the sample and for queries in respect of specifications is the **Executive Engineer, OGD, 2x500MW, 'D'TPS, Anpara.**
4. **Quantity Offered:** The bidder shall clearly mention the quantity offered against the specified quantity of purchase. However, the supply order may be divided on the basis of item wise L-1 rates.
5. Material composition of the tendered item shall be got tested from Shri Ram Test Laboratory, New Delhi if Nigam wishes to do so. Charges for the material composition testing shall be borne by the Nigam. The sample for the same shall be drawn in presence of the representatives of the UPRVU NL & supplier.
6. **Consignee: The Executive Engineer, Store Division, 2x500MW, 'D'TPS, Anpara.**
7. **Rejection of Offer:** Nigam reserves the right to reject any or all offers without assigning any reason thereof to the participants. This office may revise the quantity of material at any stage, and it will be communicated to the firm.
8. In case of a tie (same rate quoted by two or more bidder) in quotations for a particular item, the decision to accept/reject the rate for that item shall be reserved with Nigam.
9. Overwriting/use of whitener may reject the tender. Any cutting should be verified with full signature of the bidder. However, the decision to accept/reject such offer by Nigam shall be final and binding on the tenderer.
10. No contents/figures/any other entries should be blocked or deleted while submitting the copies of documents, otherwise such documents shall not be considered/accepted for evaluation.

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COMMERCIAL & OTHER TERMS & CONDITIONS

- 1. PRICE BASIS:** The bidder shall offer the prices (in Indian Rupees per unit) FIRM & FOR Destination Basis only.
- 2. INSPECTION:** Inspection of materials shall be carried out, as per relevant IS/present tender specification, at Firm's Works/Anpara Stores by the representative of Nigam/Third Party, for which the supplier shall issue at least 20 days advance notice to the user division with a copy to the consignee after fixing date with 'Third Party'. All relevant arrangements for inspection shall be made by the supplier at their own cost. Scope of inspection may be as under:-
 1. Quantity
 2. Visual inspection
 3. Dimensional check
 4. Manufacturing process
 5. Material Composition
 6. Any other relevant criteria, the inspector would like to verify.The inspection charges shall be borne and paid by the Supplier directly to 'Third Party'. UPRVUNL reserves the right to get the material tested at any approved testing laboratory at their own cost. The results indicated in this report shall be final and binding on the supplier. However, the sample material for testing shall be drawn from the supplied material in the presence of firm's representative and authorized representative of Nigam.
- 3.** The bidder should confirm that he has all the testing facilities for the inspection by 'Third Party'/by the 'Representative of Nigam', as per relevant IS/present tender specification at their works or at the works of the principal.
- 4.** In case of material not being ready for inspection at the time of inspection and/or the material being rejected on inspection, the complete cost of such inspection, including T. A. & D. A. charges of UPRVUNL representative and/or "Third Party" inspection shall be borne by the supplier, and is liable to be deducted.

ucted from their bills.

5. Submission of Drawings/Catalogue: The bidder shall confirm Submission of Drawings/Catalogue of the tendered items and will get the same approved by the user division, prior to taking up bulk manufacturing in event of placement of purchase order.
6. **DELIVERY:** Shall be within.....Days/Weeks/Months from the date of issue of any eventual purchase order.
7. **DESPATCHES:** The Material shall be dispatched by Road/Rail/Air/Sea.
 - a. In case, material is dispatched by courier, the courier should have its office at Anpara.
 - b. In case dispatches being affected by Road, the material shall be dispatched from any recognized transporter having its branch office at Anpara.
8. **TERMS OF PAYMENT:**
 - i) 100% against Tax Invoice through RTGS/NEFT. Payment shall be handed over after receipt and checking of material at Central Store, DTPS, Anpara as per prevailing rules of UPRVUNL.
 - ii) Firm shall get printed its account details i.e. Account No., RTGS Code, IFSC Code, Bank Name, Branch Name, Branch Code, MICR Code etc. for payment through RTGS along with their Tax Invoice.
 - iii) Payment Authority: Dy. CAO, CFA&BO, 2x500MW, DTPS, Anpara, Sonebhadra (U.P.)-231 225. E-mail ID - dcao.dtps.anpara@uprvunl.org
9. **SECURITY DEPOSIT:** Successful bidder(s) shall have to deposit a Security@2 % of the order value in shape of DD/DAC/CDR/FDR, issued by scheduled bank, payable at Anpara issued in favour of Dy. CAO, CFA & BO, 2x500MW, DTPS, Anpara, Sonebhadra, within one month from the date of issue of purchase order. In case Security Deposit is more than Rs. 5000.00, it can be deposited in the form of a Bank Guarantee (BG) of a scheduled bank also, which should be valid for 12 months with a claim period of 06 months from the date of supply, as per format given in tender specification.
10. **PERFORMANCE BANK GUARANTEE:** Performance Bank Guarantee@10 % of purchase order value shall be submitted before dispatch of material, issued by scheduled bank, pledged in favour of Dy. CAO, CFA & BO, 2x500MW, DTPS, Anpara, Sonebhadra, valid for 18/12 months from the date of dispatch/commissioning, whichever is earlier.
11. **L.D. PENALTY:** L.D. Penalty shall be charged @ $\frac{1}{2}$ % per week subject to a maximum of 10% of the undelivered portion of the material.
12. **GUARANTEE/WARRANTY CERTIFICATE:** Material supplied shall be guaranteed against any manufacturing defects/poor workmanship etc. for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.
13. **INTERCHANGEABILITY:** The supplier shall certify that the material supplied shall be interchangeable with the existing ones.
14. **DISPUTE RESOLUTION MECHANISM:** Any dispute arising against this tender/order thereof shall be resolved as per UPRVUNL's approved Dispute Resolution Mechanism. Arbitration under the Arbitration and Conciliation Act, 1996 is excluded. For disputes up to Rs. 10 crores, matters will first be referred to the Managing Director, UPRVUNL; if unresolved, they may be escalated to a Conciliation Committee of Independent Experts (CCIE). For disputes above Rs. 10 crores, reference will be to the Chairman, UPRVUNL, with possible escalation to a High-Level Committee (HLC). Mediation as per the Mediation Act 2023, may be adopted by mutual agreement. The Chairman reserves discretion for exemptions.
15. If, at any stage during finalization of tender/execution of purchase order, any document, submitted by a bidder in his bid in support of Pre-Qualifying Conditions, is found to be forged/false, his bid is liable to be rejected, purchase order shall be cancelled, EMD/Security deposit shall be forfeited and any other departmental action as deemed fit may be initiated against the bidder. For this purpose, the contract or shall have to produce original documents, if required, before opening of Financial Bid or afterwards.
16. Other Terms and Conditions of Form-B of U.P.R.V.U.N.L. shall be applicable. We hereby give our consent to accept all the Terms & Conditions mentioned in the tender specification as well as of Form 'B' of UPRVUNL.

(*) **Strike out as applicable.**

Seal :

Signature of Bidder :
Date :

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---