

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-03-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Meja Urja Nigamlimited
संगठन का नाम/Organisation Name	Meja Urja Nigamlimited
कार्यालय का नाम/Office Name	Allhabaduttar Pradesh
कुल मात्रा/Total Quantity	800
वस्तु श्रेणी /Item Category	Hydrochloric Acid (V3) Conforming to IS 265 (Q3)
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),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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में 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

बिड विवरण/Bid Details

ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
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

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a) 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 :

MUNPL MEJA
allhabaduttar pradesh, Meja Urja NigamPLimited, Meja Urja NigamPLimited, Ministry of Power
(Munpl Meja)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	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
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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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. 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.

Hydrochloric Acid (V3) Conforming To IS 265 (800 container(s))

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कटेगरी 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	Grades	Technical grade (Tech)
	Appearance	light yellow liquid
Packing and Marking	Packing Material	Rubber-lined MS road tankers
	Net weight of the product	1 MT (for bulk supply)

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	Vijay Kumar Yadav	212301,post office :kohrar, Meja	800	365

Special terms and conditions-Version:1 effective from 10-06-2025 for category Hydrochloric Acid (V3) Conforming to IS 265

- The 1 MT packing Size has been provided for bulk procurement through bid only. Actual container size in MT may be mentioned by buyer in BID document.

The material produced only by synthesis of pure chlorine and hydrogen shall be suitable for food grade. By-product acid from other chlor-organic processes is allowed only if it meets the total organic carbon limit in Table 1 of IS 265.

The product may also carry an ISI Mark/Standard Mark as per the BIS standard governing this category. As such Buyers may also opt for ISI marked product while creating BID. In such cases buyer shall verify valid BIS License for the same at the time of evaluation of BID and check ISI marking at the time of receipt of material before issuing CRAC.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **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.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

00010 M1020280040N

Material PO Text (Long Desc / Tech. Spec.)

TECHNICAL SPECIFICATION OF HYDROCHLORIC ACID

CHEMICAL NAME: HYDROCHLORIC ACID STANDARD:IS 265:1993 (LATEST AMMENDMENT)

General:

The material shall be clear liquid, colourless or light yellow liquid, free from dirt, organic matter, and other visible impurities. It is to be manufactured by chlor-alkali process.

S.No. Characteristics Unit Requirement for Tech Grade

1 Total acidity (as HCL) %by mass Min 30%

2 Residue on ignition %by mass Max 0.1%

3 Sulphates (as H₂SO₄) %by mass Max 0.1%

4 Iron (as Fe) %by mass Max 0.005%(50ppm)

5 Free Cl₂ and Br₂(as Cl) %by mass Max 0.001%(10ppm)

6 Sulphites (as SO₂) %by mass Max 0.05%(500ppm)

7 Mercury (as Hg) ppm Max 3 (ppm)

Quality Plan:

Acceptance of material based on inspection and testing at NTPC Meja station site for total acidity, free chlorine & bromine before unloading the tanker. Manufacturers /NABL

accredited laboratory test certificate for all parameters will be required along with consignment.

End Use:

Water treatment plant for regeneration of Cation Exchanger in DM PLANT and C PU.

OTHER IMPORTANT TERMS AND CONDITIONS

1. SAFETY TERMS AND CONDITIONS:

All safety norms and statutory requirements (including amendments thereof), as applicable shall be complied with including:

- #Valid certificate for vehicle to transport the hazardous chemical.
- #Valid driving license of the truck driver carrying the hazardous chemicals.
- #Availability of TREM card (Transport Emergency Card) for the material to be transported.
- #Availability of personal protective equipment.
- #Availability of MSDS (Material Safety Data Sheets) with each consignment.
- #All driver/concerned staff should be aware about material safety data sheet.
- #MSDS of the hazardous chemical they are carrying, and it must be implemented whenever applicable.
- # One helper would be required during transportation & for safe unloading of acid in MUNPL premises.

2. QUANTITY VARIATION:

- # Quantity variation will be $\pm 20\%$ of PO quantity.
- # Delivery of material will be taken in staggered manner as per plant requirement.

3. LOSSES AND SHORTAGES IN SUPPLY:

- a. The supplier shall be responsible for safe delivery of the item at MUNPL plant.
- b. Weight recorded at MUNPL end shall be final & binding. However, a tolerance of $\pm 0.5\%$ on supplier's invoiced quantity shall be allowed, i.e. if the weight of HCL on 30% basis recorded at MUNPL end is within $\pm 0.5\%$ of the invoiced quantity, then payment shall be released as per vendor's invoiced quantity, otherwise payment shall be released as per MUNPL measured quantity. However, maximum quantity to be considered for payment shall be invoiced quantity.
- c. If any lot will be rejected at MUNPL station, Vendor must replace their own risk, cost & arrangement.

4. SPECIFIC POINTS RELATED TO SUPPLY OF HCL:

- a. Unloading of the Tankers at MUNPL premises shall be arranged by MUNPL.
 - b. Test Certificate(s) shall be given by the vendor at the time of supply. For details, please refer Technical Specification of Hydrochloric acid.
5. Mode of Dispatch: By Road on freight to paid basis.
6. Price Basis: Free on Road MUNPL Site stores
7. Contract Period: The period of this contract shall be one (1) year from the date of award. Any extension in Purchase Order can be done only after mutual consent between the ordering MUNPL & the supplier.
8. Delivery Schedule: Staggered Delivery through road tankers over Contract Period as per MUNPL requirement. Vendor shall be intimated 15 days in advance to effect the supplies.
9. Lot Size: 25-35 MT
10. Freight & Insurance: The material is to be supplied directly to MUNPL site stores. Supplier shall be responsible for transportation and safe delivery of material at MUNPL location.
11. Warranty: Not Applicable
12. Payment Term: 100% payment / proportionate payment shall be made by the order placing MUNPL Stations within 30 days of receipt and acceptance of material at site.
13. Billing Documents: Following documents are to be submitted along with supplies for acceptance and release of payments.
- i. Original Tax Invoice (s).
 - ii. Packing List / Delivery Challans / E-way bills
 - iii. Any other document as per P.O
 - iv. Form-38 / Road Permit: As per GST Rules & Regulations.

Note:-

1. NTPC Source Standardized Vendors for Hydrochloric Acid (NTPC CPC Circular Ref. No: - 01/VEC/ Standardisation/ TGC/003,004,005&006 Dated:08.10.2024) can only participate in this tender. Offers from other vendors shall not be considered. Vendor shall upload the document issued from NTPC in this regard along with their offer.
2. Inspection shall be carried out by indenting authority based on technical specification at MUNPL stores, after receipt of materials.
3. Bidder must provide make and model of offered product.
4. Vendor must mention applicable GST rate and HSN code.

5. Vendor has to submit Stamped & Signed Technical Specifications, Bid documents (confirming compliance with all terms, conditions and specifications/ drawings of the Bidding Documents), failing which their bid shall be rejected.

6 . **Test Certificates** :Not Applicable

7. RISK PURCHASE:

In the event of Supplier's failure to supply the material of acceptable quality in scheduled delivery period, MUNPL reserves the right to procure the materials from any other source at the Supplier's risk and cost and the difference in cost shall be borne by the Supplier. Further, MUNPL shall retain the right of forfeiture of PBG and or any other action as deemed fit.

8. Vendor must provide latest Purchase Orders from NTPC/PSU/GOVT. /other in support of their quoted rates to proceed further.

9. Copy of GST, Pan Card, Cancelled Cheque and Bank EFT Mandate for SAP vendor code creation shall be furnished.

10. COMMON IP ADDRESSES:

Bidders are advised that the GeM portal records and displays the IP addresses used by both Buyers and Bidders/Sellers during the bidding process. Bidders are therefore advised to ensure that bids are submitted from secure and independent networks to maintain transparency and avoid rejection on account of common IP usage.

For Item-wise Bids:

In case multiple bids for the same item are submitted using a common IP address, all such bids shall be summarily rejected and excluded from further evaluation. However, submission of multiple bids from the same IP address shall be permissible if the bids pertain to different items.

For Package-wise Bids:

If multiple bids for the entire package are submitted using a common IP address, all such bids pertaining to that entire package shall be outrightly rejected and will not be considered for further evaluation.

Under no circumstances shall the IP address of the buyer and the seller be the same. Any such instance shall be treated as a violation and will lead to disqualification of the bid.

11. Conflict of Interest: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they directly or indirectly control, or are controlled by or are under common control of another entity; or
- b. they have the same legal representative/agent for purposes of their bids; or
- c. they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence

nce on the bid of another Bidder; or

d. Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has (ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or

e. Bidder participates in more than one bid in this bidding process.

f. In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry.

12. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:

i. The principal manufacturer/service provider directly or through one Indian agent on his behalf; and

ii. Indian/foreign agent on behalf of only one principal. For the purposes of this clause the term 'control' shall have the following meaning:

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their share holding or management rights or shareholders' agreements or voting agreements or in any other manner.

Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.

13. This is a non-negotiable tender and any deviation on any condition(s) or technical specification shall not be considered at our end.

14. Participation in this tender shall be deemed to comply with all tender requirements and no separate "Nil Deviation Certificate" is required to be submitted by the bidder.

15. The Bidder along with its associate/ collaborators/ sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to the Policy for Debarment from Business Dealings and Fraud Prevention Policy of EMPLOYER/ BUYER displayed on website <http://www.ntpctender.ntpc.co.in> and shall immediately apprise Employer/ BUYER about any fraud or suspected fraud as soon as it comes to their notice. If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid shall be rejected and suitable action as per above policy shall be taken.

16.PBG : In case of award of P.O., Vendor has to submit PBG of 5% of award value over a guarantee period excluding three months of PBG Claim period as per following details:

CONFIRMATION OF BGS (CONTRACT PERFORMANCE GUARANTEE) THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT :

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:

Bank Name: PNB Branch:

CIVIL LINES, BRANCH, ALLAHABAD

Bank Address: CIVIL LINES, DISTT.ALLAHABAD. (0012) UTTAR PRADESH-212301
State: UTTAR PRADESH IFSC

Code: PUNB0001200

Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the BG.

PBG shall be submitted as per proforma attached below in "Buyer Added Bid Specific ATC".

17. Documents Required for Vehicle Entry at NTPC-Meja:

- Driving License
- Registration Certificate
- Vehicle Insurance
- Vehicle Permit
- Vehicle Fitness Certificate

Note:

Kindly advise the transporter to send the materials in any vehicle and its driver should be able to produce above documents at CISF Material Entry Gate.

Also kindly advise the driver not to give any original dispatch documents at CISF gate, if sent by any supplier.

One copy of Originals of Dispatch Document and all documents/certificates as per Purchase Order, must be given to NTPC-Meja-MUNPL Store, to avoid delay in Payment Processing.

18. In case material is not sent by vehicle, it should be sent through speed post only to avoid usual returns by other courier partners. In case, vendor still sends material through other courier partners, same shall carry the risk of returns.

For and On Behalf of MUNPL:

Sr. Manager (C&M)

**NTPC MEJA, MUNPL,
KOH DAR, PRAYAGRAJ,
U.P-212301**

Email ID: rjangra@ntpc.co.in

5. 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---