



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5787037 Dated/दिनांक : 08-01-2025

# Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण   |  |  |  |  |  |
|---|--|--|--|--|--|
| 21-01-2025 16:00:00   |  |  |  |  |  |
| 21-01-2025 16:30:00   |  |  |  |  |  |
| 60 (Days)   |  |  |  |  |  |
| Ministry Of Steel   |  |  |  |  |  |
| Steel Authority Of India Limited  |  |  |  |  |  |
| Rourkela Steel Plant  |  |  |  |  |  |
| Materials Management Purchase   |  |  |  |  |  |
| buyer22.sail.or@gembuyer.in   |  |  |  |  |  |
| 52  |  |  |  |  |  |
| CARBON MONOXIDE GAS, GR: 3.7, PURITY: 99.97%  |  |  |  |  |  |
| CARBON MONOXIDE GAS, GR:3.7, PURITY:99.97%  |  |  |  |  |  |
| Carbon Monoxide Meter, Refrigerant Gas, Carbon Monoxide (Co) Detector (V1), Carbon Dioxide as per IS 307, Liquid Nitrogen Gas, Activated Carbons Granular as per IS 2752, Refillable Seamless Steel Gas Cylinders, Mild Steel Sheet, General Purpose Ball Valves (V2), Tetrahydrofuran HPLC Grade |  |  |  |  |  |
| <ul> <li>Carbon Dioxide as per IS 307</li> <li>Carbon Monoxide Meter</li> <li>Refillable Seamless Steel Gas Cylinders</li> </ul>  |  |  |  |  |  |
| No  |  |  |  |  |  |
| No  |  |  |  |  |  |
| Experience Criteria, Certificate (Requested in ATC), Additional Doc 1 (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               |  |  |  |  |  |
|   |  |  |  |  |  |

| Bid Details/बिड विवरण  |                                   |  |  |  |  |
|--|-----------------------------------|--|--|--|--|
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/   | No                                |  |  |  |  |
| Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया  | Yes                               |  |  |  |  |
| RA Qualification Rule  | H1-Highest Priced Bid Elimination |  |  |  |  |
| ITC available to buyerक़िता के लिए उपलब्ध<br>आईटीसी  | Yes                               |  |  |  |  |
| Type of Bid/बिंड का प्रकार   | Two Packet Bid                    |  |  |  |  |
| Time allowed for Technical Clarifications<br>during technical evaluation/तकनीकी मूल्यांकन के<br>दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days                            |  |  |  |  |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)  | No                                |  |  |  |  |
| Evaluation Method/मूल्यांकन पद्धति   | Total value wise evaluation       |  |  |  |  |
| Arbitration Clause   | No                                |  |  |  |  |
| Mediation Clause   | No                                |  |  |  |  |
| EMD Detail/ईएमडी विवरण   |                                   |  |  |  |  |
| Required/आवश्यकता  | No                                |  |  |  |  |
| ePBG Detail/ईपीबीजी विवरण  |                                   |  |  |  |  |
| Required/आवश्यकता  | No                                |  |  |  |  |
| MII Purchase Preference/एमआईआई खरीद वरीयता   |                                   |  |  |  |  |
| MII Purchase Preference/एमआईआई खरीद वरीयता   | Yes                               |  |  |  |  |
| MSE Purchase Preference/एमएसई खरीद वरीयता  |                                   |  |  |  |  |
| MSE Purchase Preference/एमएसई खरीद वरीयता  | Yes                               |  |  |  |  |
| L  |                                   |  |  |  |  |

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. 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

#### CARBON MONOXIDE GAS, GR: 3.7, PURITY: 99.97% (52 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

| Buyer Specification<br>Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|---|----------|
|---|----------|

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | NA                                     |

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र.<br>सं. | Consignee<br>Reporting/Officer/<br>परेषिती/रिपोर्टिंग<br>अधिकारी | Address/पता   | Delivery Schedule/डिलीवरी अनुसूची (In<br>number of days from contract start<br>days/अनुबंध prarambh होने की तारीख से<br>दिनों की संख्या में ) |  |  |
|-------------------|--|---|---|--|--|
| 1                 | Pramod Kumar<br>Biswal   | 769011,Office of GM I/c Stores<br>& Inspection, Rourkela Steel<br>Plant, Rourkela | Quantit<br>y/मात्रा   | Delivery to<br>start<br>after/प्रारंभ<br>होने की तारीख<br>से डिलीवरी | Delivery to<br>be<br>completed<br>by/डिलीवरी<br>तक पूरी<br>कर ली जाए |
|                   |  |   | 12  | 1  | 20   |
|                   |  |   | 40  | 21   | 365  |

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

## 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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. Scope of Supply

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

#### 3. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

## 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The quantity to be procured is 52 EA ie. 52 Nos. of Carbon Monoxide (CO) gas filled cyli nders. Hence the bidders are required to quote <u>"per filled-cylinder basis"</u>. The detailed specification is as per the specification document attached above.

#### I. ELIGIBILITY CRITERIA

1) Bidder should have supplied 210 cubic meter (M3) of Carbon Monoxide gas in cylinders to any C entral / State Govt. Organizations/ PSUs / Joint Venture Company where at least one of the partner s shall be Central or State Government Organization or PSU/ Public Limited Companies, during last

seven (07) years ending last day of month previous to the one in which tender (bid) is issued.

- 2) PO copy/Work Order copy and proof of supply shall be submitted with offer in support of the ab ove.
- \* In case any bidder has successfully supplied the material as per the above to SAIL-ROURKELA ST EEL PLANT (SAIL-RSP) during the specified period, such bidders may mention the PO No, date, Qty and corresponding Invoice no, date, Qty in the technical bid. They need not submit such document s against the above clause.
- \*\* Non-submission of the documents towards fulfillment of eligibility criteria of the bid, as listed ab ove, during bid submission, may lead to rejection of the bid.

#### **II. SPECIAL TERMS & CONDITIONS**

- 1. Party shall supply Carbon monoxide(CO) gas in its own cylinder.
- 2. Party shall supply full CO gas cylinders directly at Blast Furnace (BF) -5 laboratory. The transport ation of filled cylinders to site/ Laboratory and taking back empty CO gas cylinders from the same Laboratory will be in the supplier's scope.
- 3. Each cylinder shall be supplied in sealed condition. Gas pressure in the cylinder shall be 130 Kg/cm2 ((+/-) 5 Kg/cm2). This is to be certified on test certificate.
- 4. In case of any abnormality with respect to gas quality in any cylinder, the same shall be replace d by the party, free of cost, using his own transport, immediately.
- 5. Party shall submit the following during material supply:-
  - Manufacturer's test certificate and hydro test certificate of the cylinders or CCOE ( Chief C ontroller of Explosives ) certificate, alongwith supply, to ensure compliance regarding quality & safety of the gas cylinders to be supplied.
  - Party shall also submit Material Test Certificate mentioning the composition of gas as per the description in material text during the supply of gas.
- 6. Party shall supply the CO gas as per the requirement and instruction of the R&C Laboratory deptt of SAIL-RSP, in multiple phases/ lot.
- 7. Initially in the first lot, the party shall supply 12 (twelve) full cylinders within 20 days ofcontract placement. Minimum 6 (six) empty cylinders will be returned after use at a time by the R&CL deptt . Subsequent delivery of full cylinders shall be done in consultation with the R&CL deptt based on number of empty cylinders returned for refilling.
- 8. SAIL-RSP reserves the right to increase the order quantity by upto 25% of the bid quantity, as p er the requirement of plant, before completion of supply by the firm. In case the order quantity is i ncreased, the order validity shall be extended accordingly, unilaterally by RSP. Vendor should be i n a position to supply the additional quantity (+25% of the bid qty) within the delivery period, with out any other changes in terms and conditions of the contract. The bidders are required to confirm acceptance of the same in the techno-commercial offer.

#### **III. DELIVERY REQUIREMENT:**

Delivery period - 365 days, wherein, the delivery is to be done as per the following:-

- · 12 nos of full cylinders to be supplied within 20 days after receipt of contract by the firm,
- · 40 nos of cylinder to be supplied in FY 2025-26 as per the requirement of the R&CL department.
- Minimum 6 nos of empty cylinders will be returned at a time by the user deptt. Delivery will be in phases as per requirement of deptt on the basis of number of empty cylinders returned. Supplier t o ensure the subsequent supply will be done within 15 days after getting the information from the R&CL department.
- R&CL Department will inform after submission of SDA at Central Store, SAIL-RSP. Supplier will be communicated either over telephone or e-mail to take the empty cylinders back from the Central S tore and supply within 15 days after taking from Central Store to avoid LD charges.
  - IV. GUARANTEE CLAUSE: Firm to submit guarantee certificate for the supplied material as per s

pecification alongwith declaration with respect to quality, quantity & gas pressure in each cylinder as per the specification.

V. PRICE VARIATION CLAUSE: Firm till delivery.

**VI. PACKAGING CLAUSE:** The valve of each full cylinder should be properly sealed to avoid any I eakage. The

Quality & safety of the gas cylinders to be supplied, is the responsibility of the vendor & is to be en sured during transit and supply.

### **VII. INSPECTION TERM:**

- The material will be done at the R&C Laboratory, SAIL-RSP.
- Inspection will be done by the department representative of R&C Laboratory after the mat erial is received. The valve on each full cylinder should be sealed.
- · Consignment will not be accepted if the valve of even any one cylinder is unsealed/ broke n seal.

VIII. PAYMENT TERM: 100% against GARN within 30 days

#### **BIDDERS TO NOTE:**

#### 1. DECLARATION BY BIDDER(s):

By participation in this tender the Bidder / Bidder is deemed to have solemnly affirmed / certified / declared / warranted / undertaken / understood the following:

#### A. Non-collusion:

- I. That their bid was developed genuinely, independently and made with the int ention to accept the Contract if awarded;
- II. That their bid was not prepared with any agreement, arrangement, communic ation, understanding, promise of undertaking with any person (including any other bidder or competitor) regarding:
  - i. prices;
  - ii. methods, factors or formulas used to calculate prices;
  - iii. an intention or decision to submit a bid;
  - iv. an intention or decision to withdraw a bid;
  - v. the submission of bid that does not conform with the requirements of the tender;
  - vi. the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
    - vii. the terms of the bid,
- III. That they will not, prior to the award of the Contract, enter into or engage in a ny of the foregoing.

#### Note:

This para is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

- a. the Plants/ Units, Steel Authority of India Limited
- b. a joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to Steel Authority of India Limited;
- c. consultants or sub-contractors, provided that the communications are held in strict confid ence and limited to the information required to facilitate that particular consultancy arrang ement or sub-contract:
- d. professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relations.

tion to the Tender:

- e. insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilit ate that particular insurance arrangement; and
- f. Banks for the purpose of obtaining financing for the contract, provided that the communic ations are held in strict confidence and limited to the information required to facilitate that financing.
- B. That they have duly disclosed all intended sub-contracting arrangements relating to the T ender and will continue to disclose such arrangements to the Plants/ Units after the Contra ct is awarded.
- C. Authenticity of documents:
  - I. That they have carefully read the contents of the tender
  - II. They have not made any misleading or false representation anywhere in the ten der submitted including annexures thereto
  - III. That they understand that their offer will be evaluated based on the documents / credentials submitted along with the offer and the same shall be binding upon them
  - IV. That the information and documents submitted by them along with the tender do cuments are complete and correct and they are fully responsible for authenticity an d correctness of information and documents submitted
  - V. That at any time during the process for evaluations of tenders, if any information / document submitted by them is found to be suppressing facts / forged / false / fab ricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besi des banning under the extant Guidelines for Banning of Business Dealings of SAIL a nd initiating any legal action as deemed fit by SAIL. Further, that their offer shall be summarily rejected.
  - VI. That at any time after award of the contract, if the certificates submitted by them are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD/ SD and Perfor mance Guarantee, if submitted, besides any other action provided in the contract in cluding banning under the extant Guidelines for Banning of Business Dealings of SA IL and initiating any legal action as deemed fit by SAIL.
- D. Anti-Bribery: That they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to SAIL Vigilance.

In case of non-compliance of above, SAIL may at its discretion, invalidate their bid, exclude them in future tenders, pursue damages or other forms of redress from them (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that they are awarded the Contract) terminate the Contract.

- 2. Bidder must submit duly-filled Annexure-A and format for undertaking by the bidder along with the offer. Formats attached below.
- 3. The offers of bidder(s) whose performance in SAIL-Rourkela Steel Plant (RSP) have been found unsatisfactory may not be considered and SAIL-RSP reserves the right to su mmarily reject such offers during any stage of tender, including and after price discove ry.

#### 4. Other terms

i. NO DEVIATIONS ARE ACCEPTABLE. By submitting offer against this bid, the bidder is accepting a II terms & conditions of the bid as well as GeM terms & conditions.

- ii. All prices quoted in GeM will be on landed cost basis, inclusive of GST and all taxes/ duties(unles s otherwise specified in Special Terms of ATC).
- iii. SAIL- RSP is entitled to claim credit of input tax (ITC) paid on the supply of the bid item (as appl icable). Bidders are requested to update the firm's GST registration status prior to participating in the bid. Since all prices to be quoted in GeM are on landed cost basis, inclusive of GST and all taxe s/ duties, the case will be evaluated accordingly.
- iv. Bidders are not required to upload signed copy of the bid again. Only relevant document(s) are to be uploaded for technical and commercial scrutiny. Submission of additional documents beyond the requirement will not be taken cognizance of. By participating in the bid, the Bidder agrees to c omply with all terms and conditions without making any alterations, additions, or modifications. A ny attempt by the Bidder to include additional terms or clauses in the bid document may result in t he bid being rejected by the Buyer at any stage of the evaluation process. The Buyer reserves the right to take appropriate action, including but not limited to disqualification of the Bidder, cancella tion of the bid and cancellation of order, at its sole discretion.
- v. Bidders to compulsorily submit the duly-filled Annexures with stamp and signature of authorize d representative, as part of online offer.
- vi. Any technical query/ clarification, is to be routed through the pre-bid representation functionalit y available against this bid.
- vii. Offer submission by 2 or more bidders from the same IP address, may be viewed as collusion a nd all such offers will be liable for rejection.
- viii. Risk purchase (RPN) clause: Subject to the terms and conditions of this Agreement, if the Supplier neglects or fails to perform the Agreement by the time or times agreed upon, for any reas on other than Force Majeure, the Purchaser after having come to know of such negligence or nonperformance, after giving 14 to 30 days notice or any such extended period that the Supplier and Purchaser may mutually agree, to the Supplier to rectify, shall take such action as it considers fit i ncluding but not limited to taking risk purchase action for supply of the material, mitigating any lo sses, at the risk and cost of the Supplier as far as the undelivered quantity in that Delivery Period i s concerned. The Right of the Purchaser for Risk Purchase Action is in addition to the Right of Purc haser to terminate the Contract due to the fault of the Supplier. The price differential in case of hig her cost to SAIL, if any, shall have to be borne by the defaulting Supplier. Moreover, the defaulting Supplier shall have no claim over the quantity, which they failed to supply.
- ix. Before dispatching the material, seller(s) must ensure the following:-
- a. GeM contract is duly accepted.
- b. GeM fees has been paid (if any, for contract acceptance)
- c. GeM contract should remain valid till receipt of material at consignee location.
- d. Invoices have been created in GeM, confirming dispatch of material
- x. SAIL-RSP will be placing back-up order against GeM contract(s) on successful bidder(s). SAIL-RS P's back-up purchase order, however, will be released only after acceptance of contract by seller i n GeM. The concerned bidder has to mention the back-up order number in the invoices for proper accounting of material upon receipt in RSP.
- xi. Further, non-compliance of the requisites in "ix"&"x", shall be at the risk of the vendor and any delay(s) arising out of such non-compliance, shall be on vendor's account.

#### 5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## Disclaimer/अस्वीकरण

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 <u>attached categories</u>, 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.

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./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।

# ---Thank You/धन्यवाद---