

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-03-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-03-2026 15:30:00
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 Mines
विभाग का नाम/Department Name	Hindustan Copper Limited
संगठन का नाम/Organisation Name	Hindustan Copper Limited
कार्यालय का नाम/Office Name	Kolkata Corporate Office
वस्तु श्रेणी /Item Category	Financial Audit Services - As per Bid Document; Audit Firm
अनुबंध अवधि /Contract Period	2 Year(s) 6 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
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। / Number of Auto Extension count	2
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
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित बिड मूल्य / Estimated Bid Value	354000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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Limited Tender

Limited Tender Applicable	Yes
Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	***** ***** ***** *****

1. 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.

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Total number of Cost Audit completed in Non ferrous Metal mining and processing PSUs by the firms during the last ten financial years	100	20	View File

Total Minimum Qualifying Marks for Technical Score: 20

QCBS Weightage(Technical:Financial):30:70

Financial Audit Services - As Per Bid Document; Audit Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	As per Bid Document
Type of Financial Audit Partner	Audit Firm
Type of Financial Audit	Cost Audit
Category of Work under Financial Audit	As per Bid Document
Type of Industries/Functions	As per Bid Document
Frequency of Progress Report	As per Bid Document
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per Bid Document
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	354000

अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajendra Nath Garai	700019,Tamra Bhavan, 1, Ashutosh Chowdhury Avenue, P.B. No-10224, Kolkata-700019	Project / Lumpsum Based	N/A

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

HINDUSTAN COPPER LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

1, ASHUTOSH CHOWDHURY AVENUE

KOLKATA - 700 019

LIMITED TENDER ENQUIRY (LTE) FOR APPOINTMENT OF COST AUDITOR FOR ALL UNITS OF HINDUSTAN COPPER LIMITED (HCL) FOR FINANCIAL YEAR 2026-27 & 2027-28

Tender No. HCL/Cost Audit/2026

Date: 13.03.2026

Dear Sirs,

Offers are invited through GeM Portal, on-line bidding process, from Cost Accountants Firms, for audit of all units of Hindustan Copper Limited (HCL) for financial year 2026-27 & 2027-28.

1. The following may please be noted by the bidders:

- 1) EMD Not Required.
 - 2) Bidder has to check Corrigendum uploaded against the Tender from time to time on GeM Portal and resubmit their bids in case of any change in their offer due to the corrigendum, Before the final bid submission date/time.
 - 3) No Techno-Commercial document is to be submitted offline.
 - 4) HCL shall carry out techno-commercial evaluation based on uploaded certificates/documents and supporting documents etc.
 - 5) Bidder has to check Corrigendum uploaded against the Tender Enquiry from time to time on GeM Portal and resubmit their bids in case of any change in their offer due to the corrigendum, before the final bid submission date/time.
- 6) Bidder must submit their bid within due date & time.
- 7) The Company has the right to open any tender if the bids received are less than required bids or more without assigning any reason thereof.

2. Techno-Commercial Bid:

- a. Bidder has to submit a copy of Certificate of Practice issued by ICMA institute.
- b. Statutory requirement such as Registration Certificate of GST and PAN.
- c. Sign and Stamp by Authorized Signatory in all the pages in the Tender.
- d. Copy of Appointment / Engagement letter for Cost Audit of Non-ferrous Metal mining & processing PSU's only executed by the firms, clearly indicating engagement of the firm as Cost Auditor in the company, during the last ten (10) financial years. Copy of work order for each of the Financial Years even if with the same PSU's to be provided.
- e. Proof of Registration of Firm clearly indicating the Registration date and firm registration number issued by ICAI (The Institute of Cost Accountants of India).

NOTE:

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1. Any order resulting from this enquiry shall be governed by the following terms and conditions in addition to those mentioned in order.
2. The Company may cancel the enquiry or extend the due date of receipt of quotation.
3. The interested parties should go through Terms and Conditions of the tender before submitting their offer on-line.
4. The Minimum fee for the Cost Auditor will be Rs. 354000/- (inclusive of GST) for F.Y. 2026-27 & 2027-28 (Rs. 177000/- per year inclusive of GST).
5. **The offers shall be evaluated on QCBS basis.** The details are mentioned in Annexure-A.

3. **Location of facilities of HCL-**

HCL's mines and plants are spread across five sites, one each in the States of Rajasthan, Madhya Pradesh, Jharkhand, Maharashtra and Gujarat as named below:

- a. Malanjkhand Copper Project (MCP) at Malanjkhand, M.P.- Mines & Concentrator Plant
- b. Khetri Copper Complex (KCC) at Khetrinagar, Rajasthan- Mines & Concentrator Plant
- c. India Copper Complex (ICC) at Ghatsila, Jharkhand- Mines & Concentrator Plant along with Smelter & Refinery facility
- d. Taloja Copper Project (TCP) at Taloja, Maharashtra- Wire Rod Plant
- e. Gujarat Copper Project (GCP) at Jhagadia, Gujarat-Operations under Suspension presently.

4. Scope of Work:

- a. Your firm shall carry out Cost Audit at the Mines and Plants of Company in accordance with the provisions of Section 148 of the Companies Act, 2013 and provisions of the Companies (Cost Records and Audit) Rules 2014 as amended from time to time.
 - b. Compliance with any other instruction issued in respect of cost audit under Companies Act, 2013.
 - c. Your firm as Cost Auditors shall also work for conversion of Consolidated Cost Audit Reports in XBRL mode, filing the same with Central Government and other associated works at Corporate Office, Kolkata.
 - d. Attending formal meetings with the Company management, Audit Committee/Board of Directors of the Company in connection with the Cost Audit Work.

5. Additional conditions

- a. Travelling Allowance: Partner/Qualified Cost Accountant entitle for fair by Air/by rail in AC Ist Class (Wherever applicable from the nearest railway station) and Semi-qualified assistant by rail in AC II Ti er (Wherever applicable from the nearest railway station) on submission of proof of journey.
- b. Lodging and Boarding: Guest house facilities at the units will be made available to you and in case hotel accommodation is essential the same will be allowed at actual in reasonably good hotels/gues t house.
- c. The company will provide local conveyance in the units/offices. For local movement for audit in the office where your firm is situated, no traveling expenses/reimbursement of expenses is payable.
- d. Payment of Audit Fees: Audit Fees and travelling expenses will be released on e-filing of Cost Audit report & its annexure in XBRL or other format to cost audit report to MCA, time to time and complia nces related thereto, after approval of Audit Committee & Board meeting.
The respective Audit Firm shall submit their bills in original along with all supporting documents, c ertified copies of attendance sheet of audit teams by the units and plants of HCL, to the ED (Financ e), CO for release of payment.

6. INSTRUCTION TO BIDDERS

- (a) The bids received after the due date and time is liable to be rejected.
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- (b) Bidder must fill up all the schedules and furnish all the required information a s per the instructions given in various sections of the tender specification. Eac h and every page of the Tender Specification must be SIGNED by the bidder wi th office seal, SUBMITTED ALONG WITH THE OFFER by the insurer in token of c omplete acceptance thereof.
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- (c) The details as called for in the bidding documents shall be filled and complete d by the Bidders in all respect and shall be submitted with requisite informatio n and Annexures.
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- (d) The bid document must be signed by the Authorized Signatory of the Cost Aud it Firms.
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- (e) The acceptance of Tender will rest with HCL and does not bind HCL to accept I owest tender or any tender and reserves to itself full rights for the following wit hout assigning any reasons whatsoever.
- (f) All direct and indirect cost for preparation and submission of Bidder's quotation shall be to Bidder' s account.
- (g) Although all details presented in this bid document have been compiled with all reasonable care, i t is the Bidder's responsibility to ensure that the information provided is adequate and clearly unde rstood.
- (h) Bidder's quotation is the responsibility of the Bidder and no relief or consideration can be gi ven for errors and omissions.
- (i) Bidders shall treat the bidding documents and contents therein as strictly confidential. If at any ti me, during the bid preparation period, Bidder decides to decline the bid; all documents must be im mediately returned to HCL.

- (j) Currencies for bid and payment shall be in Indian Rupees (INR) only.
- (k) The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at KOLKATA having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

7. **Force Majeure** :

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosions, epidemics, quarantine restrictions, state wide strikes/lock-outs or acts of God (here-in-after referred as to events)' provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall, by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non - performance or delay in performance/execution under the contract. Provided also that such performance/execution under the contract should commence as soon as practicable, after such event has come to an end or ceased to exist, and the decision of HCL as to whether the performance has been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part or any execution under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the contract. If the contract is terminated under this clause, HCL shall have liberty to take over ' from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc at the site, being used for the performance in of the contract and the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

8. **Termination due to Events of Default**

- i) If HCL decides to terminate this contract, it shall in the first instance issue Preliminary Notice

to the Contractor. Within 15 days of receipt of the Preliminary Notice, the Contractor shall submit to HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Contractor's Proposal to Rectify"). In case of non-submission of the Contractor's Proposal to Rectify within the said period of fifteen (15) days, HCL shall be entitled to terminate this Contract by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.

- ii) If the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the Contractor shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however the Contractor fails to remedy/cure the underlying Event of Default within the stated period, HCL shall be entitled to terminate this Contract, and to appropriate the Performance Security, if subsisting.

9. **Foreclosure of Contract Full or in Part**

If at any time after acceptance of the TENDER, HCL shall decide to foreclose or reduce the scope of the Works and hence not require the whole or any part of the Work to be carried out, the Person in Charge shall give 10 days' notice in writing to that effect to the Contractor, provided that, in the event, any such action is taken by HCL, the Contractor shall be paid full amount for the up to date quantum of Work executed at Work Site as per billing schedule under the relevant items of Work under the Contract and in addition, a reasonable amount as certified by the Person in Charge or any other agency appointed by HCL for those supplied items which could not be utilized for execution of the Work to the full extent because of the foreclosure.

10. **AMICABLE RESOLUTION:**

- a) Save where expressly stated to the contrary in this Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract including disputes, if any, with regard to any acts, decision or opinion of the Engineer-in-Charge and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in part (b) below.
- b) Either Party may require such Dispute to be referred to the work in charge of HCL and the Firm for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.
- c) In the event that any Dispute has not been resolved as per the provisions of (b) above, the same shall be referred to the director or a person of equivalent designation, of HCL and the Firm for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

11. **Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(s) between Central Public Sector Enterprises (CPSEs)/Port Authorities inter se and also bet

ween CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income-Tax, Customs & Excise), such dispute or difference shall be resolved through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in accordance with DPE OM No. DPE02/0001/2023-AMRCD-FTS-13578 dated 08.12.2025, as amended from time to time. The decision of the AMRCD shall be final and binding on the Parties.

12. ARBITRATION:

Any dispute(s) of difference(s) **not more than one crore** of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope, operation or effect of the contract or its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for Arbitration under the Arbitration and conciliation Act, 1996 and any amendments thereof, and the provisions there under, and the award made in pursuance thereof shall be binding on the parties.

- The Arbitrator will be appointed within 30 days of reference to the arbitration. A sole Arbitrator will be appointed by the mutual consent of the parties to the contract, who according to Arbitration and conciliation Act, 1996 and any amendments thereof, will not stand in conflict of interest with any of the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartiality in the proceedings.
- In the event of such an arbitrator to whom the matter is originally referred, being transferred or has vacated his office because of retirement, or resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the appointment of arbitrator in his place will be done by mutual consent of the Parties to the Contract, who again would not stand in any conflict of interest with both the parties such person(s) shall be entitled to proceed from the stage at which his predecessor left it.
- The duration of proceedings and the fee structure will be governed by the 1996 Act, and any amendments thereof. The venue of the arbitration shall be CO. The award of the arbitrator shall be final and binding on the parties. Any dispute, which arises at any point of time out of arbitration, shall have the jurisdiction of the court of Kolkata
- Subject to the above, the provision of Arbitration and conciliation Act, 1996 and the rules there under and the statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply and be incorporated in this contract.

13. Disputes which are not covered under para 11 (AMRCD) & 12 (Arbitration) above shall be referred to the Commercial Courts as per The Commercial Courts Act, 2015.

14. Court Jurisdiction/Governing Laws:

For all disputes arising out of this contract, the jurisdiction shall be within the district court of Kolkata, West Bengal in respect of the contracts/orders. The orders shall be governed by the law of land in force.

Thanking you,

Yours faithfully,

For Hindustan Copper Limited

Chief Manager (Finance)

(Head Office - Kolkata)

Annexure-A

Technical Proposal & Scoring Criteria

The Technical Proposal will be evaluated based on the following criteria. Each of the parameters is detailed in the subsequent sections.

S.N	Evaluation Parameter	Total Marks
	Firm's Work Experience	100

The minimum technical score (St) to qualify under the Technical Proposal is 20.

Firm's Work Experience

The scoring criteria for firm's credential shall be as per the following:

S.N	Parameter	Mark
1.	Total number of Cost Audit completed in Non-ferrous Metal mining & processing PSU's by the firms during the last ten (10) financial years. In case the Audit firm has undertaken Cost Audit of a particular PSU for a number of years, each Financial Year cost audit will be considered as a separate audit.	10 marks for each FY
	Total Marks	100

Note:

1. The bidder has to obtain minimum 20 marks from the above table, i.e. **Firm's Work Experience.**

SELECTION OF BIDDER

Evaluation will be based on the total number of all the completed Cost Audits of Non-ferrous Metal mining & processing PSU's executed by the firms as detailed as per Serial No. 2 (d) under "Techno-Commercial Bid" during the last ten (10) financial years. In case the Audit firm has undertaken Cost Audit of a particular PSU for a number of years, each Financial Year cost audit will be considered as a separate audit.

The formula for determining the financial scores (Sf) of all other proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price among all the bidders, and "F" the price quoted by the Individual bidder of the proposal under consideration.

Evaluation of the Final Score:

The weights given to the Technical (T) and Financial (F) Proposals are:

T=70%

F=30%

The Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) as following: $S = St \times T\% + Sf \times F\%$.

The bidder achieving the highest combined technical and financial score will be termed as selected bidder and will be invited for negotiations.

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.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में

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

---धन्यवाद/Thank You---