

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	11-12-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	11-12-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Military Affairs
संगठन का नाम / Organisation Name	Indian Army
कार्यालय का नाम / Office Name	*****
वस्तु श्रेणी / Item Category	Repair and Overhauling Service - 1; 1; Yes; Buyer Premises
अनुबंध अवधि / Contract Period	1 Month(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 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)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover *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 विवरण/Bid Details	
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
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
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.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	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	100
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above 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 bidder 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.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
8. 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.
9. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Product Details:[1765190614.pdf](#)

Payment Terms:[1765190615.pdf](#)

Scope of Work:[1765190618.pdf](#)

Terms and Conditions pertaining to the Bid/Contract:[1765190624.pdf](#)

Repair And Overhauling Service - 1; 1; Yes; Buyer Premises (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product Category	1
Product Brand	1
Spares Required	Yes
Place of Repair/Maintenance	Buyer Premises
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Products to be Repaired	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****JAIPUR CITY (EAST)	1	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. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges

during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

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. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

5. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

6. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Name of work : Shifting of LT Panels and replacement of cables and MCCBs at Zone-I area at Jaipur Mil Stn

1. M&L for shifting of LT Panel from one location (within the electric zone) to another location including making all electrical connections as well as PCC foundation completely as specified and directed by Engineer-in-charge-Each Job-02.
2. M&L for disconnecting & taking out the existing unserviceable MCCB from panel and S&F new MCCB 160 amp, 25/26 KA breaking cap of suitable frame size, 4 pole, 415V, 50 Hz, 3 phase, adjustable type complete all as required at site, as specified and directed-Each Job-02.
3. Supply, lay, connect and commission LT under ground cable XLPE insulated, screened PVC bedded, galvanized steel strip armoured, heavy duty with multi stranded aluminum conductor, 1100 volts grade (ISI marked) laid in trenches, ducts, pipes or fixed on pole etc of size 35 sqmm, 3.5 core-RM-85.
4. Excavation in trenches n.exc 1.5 meter wide and n.exc 1.5 meter in depth for foundation etc or for laying of cable etc and getting out in soft/loose soil-Cum-20.
5. M&L sand cushioning to under ground cable with stone crushed sand and punning to provide a required cover-Cum-5.7.
6. M&L bricks for protection cover to under ground cable (with old size sub class 'b' Bricks) with width equal to length of brick laid dry and flat abutting each other with gaps between adjacent brick not exceeding 10mm as directed by Engineer-in-Charge-1000 Nos-0.56.
7. Returning, filling in including spreading, leveling, watering and well ramming in layers n.exc 25 cm in depth-cum-11.
8. Removing of excavated material (soil) to a distance n.exc 50 metre and depo

siting where directed as a level n.exc 1.50 meter above the starting pont-cum-9.

GENERAL CONDITION

- 1.** The equipment/Plant/Machinery vehicle will be collected by the firm from within the premises of the department for carrying out repairs/works, or The Department will deliver the equipment/Plant/Machinery/Vehicle at the works of the firm located at.....(place) under its own arrangement.
- 2.** The equipment/plant/machinery/vehicle, after repairs will be delivered by the repairs at the premises of the department located at ____ (place) including its installation at ____ (site) at the cost and arrangement of repairer. The equipment/plant/machinery/vehicle will be collected by the department from the works of the repair located at **Jaipur** (place) under arrangement of the department
- 3.** The Rates quoted and accepted are for receipt and Delivery of equipment/plant/machinery/vehicle in accordance with condition 2 and 3 mentioned above. Loading vehicle at the consignee's to vehicles or unloading for public carrier's/repair's vehicle at the consignee's and shall be done by the repairer/firm at its own cost.
- 4.** Repairs/works will be completed before the date of opening of bid.

Issue of Materials

- 5.** All spares will be supplied by the firm and his rates would be deemed to include cost of all required to make the plant/equipment/machinery/vehicle functional for the item of repairs ordered.
- 6.** All stores required for cleaning/servicing of part/components would be deemed to include the cost thereof.
- 7.** All types of greases, where required will be provided by the repairer and his rates would be deemed to include the cost thereof.
- 8.** The repairer/firm will issue necessary petrol/diesel after the repairs/works are completed for the purposes of testing and his rates would be deemed to include the cost thereof.
- 9.** The repairer/firm will provide all materials/spares required for the repairing and testing of the item ordered and his rates would be deemed to include the cost thereof.

Inspection and Testing

- 10.** The repairs/works carried out will be inspected by ____ (Designation/Name) the repairer/firm will offer the plant/machinery/vehicle after repair to the inspecting authority, who shall carry out such inspections which deemed necessary and the repairer/firm shall provide all assistance desired by the inspecting authority including gauges measuring instruments etc, as required.
- 11.** After the equipment's is inspected jointly by the repairer and the inspecting authority, the equipment shall be subject to such tests & mutually decided between the inspecting authority and the repairer to ascertain the functional efficiency of the equipment/machinery/plant/vehicle. Any defects noticed/pointed out by the inspecting authority shall be rectified by the repairer at his (repairs) cost.
- 12.** Any damages sustained by the equipment/vehicle/plant machinery during testing shall be on the account of repairer and would not be entitled to any payment loss or damage suffered to the equipment while a charge in what so ever account

Status of Equipment/Vehicle/Machinery/Plant/Spares

- 13.** The equipment/vehicle/machinery/plant/store will be properly handed over to the repairer firm and a receipt for same shall be obtained in writing by Department irrespective of whether the equipment/plant/machinery/vehicle/stores are being repaired in such or in the works of the repairer

rs. The item handed over to the repairer shall remain the property of Department and the firm shall have no right on it what so ever. The firm shall be wholly and fully responsible for its safe custody. Proper handing storage and processing from the Moment of its handing over to its authorized representative till it is finally handed over to the Department. Government reserves the right to recover or take back the possession of the equipment plant machinery/vehicles/stores which belong to its form premises/custody and the firm shall deliver the items so demanded which were handed over to it. Without any reservation back to the Department what asked to do so. Any damage or loss caused the item in the custody of the repair firm by any reason shall be made good by the firms. The assessment of damage/loss made by accepting by firm shall be final and binding.

14. The firm shall only be the custodian of the items handed over to it for repairs/works while ownership and all other rights on the items resting with the Department.

Retrieved Material

15. The unserviceable/retrieved material shall be the property of the Contractor. The rates quoted by the repairer would be deemed to cater for the same.

Payment Instructions

16. Payment shall be made by _____ on successful completion of repair/job who certified so by inspecting authority after inspection and testing.

17. Prescribed and pre-receipted bills in triplicate will be submitted to the Paying authority after fulfilling condition 17 mentioned above.

18. Original copy of supply/job order will be attached with the bill.

19. The bill along with connected documents will be subject to pre-audit by associated finance prior to releasing payment.

20. Payment will be made through E-payment only.

21. If the repairs/works to the plant equipment/machinery/vehicle by the stipulated date is expected to be delayed to any cause beyond your control, you shall immediately, on the happening of the event causing delay in the repairs/works given notice thereof in writing to the accepting officer under intimation to consignee who after consideration of circumstance delay in the repairs/works may grant reasonable extension of time for completing the repairs/works.

22. In case the repairs/works are not completed within the stipulated period the order may be cancelled and the items taken back without any liability whatsoever towards the Department.

23. No insurance charges will be paid by the Department.

24. Consignee accepts no responsibility and liability for the loss or damage to the items in transit or for the rejected repairs/works or the equipment/plant/machinery/vehicle held on charges of the firms for what so ever reason.

25. The accepting officer reserves the right to subject the repairs to second and testing by an authority nominated by him or to inspect and test the repairs himself and may reject them if not found conforming to the laid down standards and specifications within a period of six months from the date of acceptance by the normal inspecting authority mentioned above even if the repairs/works done have been accepted passed and paid for. The repaired shall carry out such rectification work within a period of one month on receipt of due notice in writing at his repair's cost.

26. The prices quoted are including GST as applicable.

Warranty

27. The repairs/works carried out would bear a guarantee for a period of Twelve month from the date of acceptance of equipment/plant/vehicle/machinery with the regard to the quality of spares fitted and workmanship. The repairer shall carry out such rectification including replacement of

f spares where warranted within a period of 7 days of receipt of communication regarding defects at his (repair's) cost failing which the department reserves the right to get such rectification works done at his (repair's) risk and cost.

Addl Terms and Conditions

28. Provide the sample before opening of the financial evaluation of bid.
29. Items should be of best quality and of reputed make and as per sample.
30. Please mentioned a local address of dealer/seller for smooth dealing of official work.
31. Please provide ATC certificate regarding for security purpose due to Defence Area.
32. Police Verification duly updated during 6 month must be enclosed with supporting documents due to office in defence area.
33. Undertaking certificate must be provided by firm regarding 'no blacklisted' after their registration on GeM portal.
34. Generic Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - (a) Copy of PAN Card.
 - (b) Copy of GSTIN.
 - (c) Copy of Cancelled Cheque.
 - (d) Copy of EFT Mandate duly certified by Bank.
35. Service & Support Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
36. Generic Malicious Code Certificate: The seller should upload following certificate in the bid:-
 - (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
 - (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
 - (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software
37. Attending pre bid meeting is mandatory, absenteeism will lead to disqualification at technical evaluation level.
38. Sample of material/items to be submitted mandatorily during pre bid meet for quality check.
39. Site visit to be done as per given details before pre bid and work design and plan to be submitted compulsorily during pre-bid.
40. Bidder should have similar work experience with same organisation /field value in last 3 years.

Liquidated Damages

41. If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer/Accepting Officer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

Recovery of Outstanding dues

42. The Department reserves the right to recover any outstanding dues from the firm, from the sums available with it or any other department or firm and acceptance to undertake

43. Bidder are requested to get prior approval of sanction of concerned officer before participating in the bid to avoid confusion any kind of ambiguity at later stage in respect of supply of make/brand and of product as well as rates falling which bidder will be rejected. A bidder will be rejected. A certificate signed by the officer concerned has to be uploaded with bid documents to remain further participated in the bid.

44. Please acknowledge receipt.

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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

16. 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.
17. 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---